



**REQUEST FOR PROPOSALS
DEMANDE DE PROPOSITIONS**

**RETURN BIDS TO :
RETOURNER LES
SOUMISSIONS A:**

National Research Council Canada (NRC)
Finance and Procurement Services
1200 Montreal Road, Building M-58
Ottawa, Ontario
K1A 0R6
Bid Fax: (613) 991-3297

Title/Sujet Smart Building Monitoring and On-going Commissioning – Maritime Provinces	
Solicitation No./N. de l'invitation 19-58046	Date 27 September 2017
Solicitation Closes/L'invitation prend fin at/à 14 :00 on/le 8 November 2019	Time Zone/Fuseau Horaire EDT
Address Enquiries To/Adresser demandes de renseignements à : Collin Long Telephone No./N. de téléphone : (613) 993-0431 Facsimile No./N. de télécopieur : (613) 991-3297	

Instructions: See Herein

Instructions: Voir aux présentes

Proposal To:

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

Proposition aux:

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



Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No./N. de telephone Facsimile No./N. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisé à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

Smart Building Monitoring and On-going Commissioning – Maritime Provinces

1.0 PRESENTATION OF PROPOSALS

- 1.1 You are invited to submit six copies of a Technical Proposal in a 3-ring binder, one Electronic (USB) copy of a Technical Proposal and two copies of a Financial Proposal in two separate envelopes to fulfil the following requirement forming part of this Request for Proposals. One envelope **must** be clearly marked 'Technical Proposal' and the other envelope **must** be marked 'Financial Proposal'. All financial information **must** be fully contained in the Financial Proposal, and only in the Financial Proposal. Vendors who provide financial information in the technical proposal will be disqualified. **All proposals should include the front page of this RFP duly completed.**

2.0 SCOPE OF WORK

- 2.1 To provide Professional Services for **Smart Building Monitoring and On-Going Commissioning** in accordance with the detailed Statement of Work attached as Appendix "A".

3.0 PERIOD OF CONTRACT

- 3.1 NRC anticipates that the work will begin in **November 2019** and be completed by **March 31, 2020**.
- 3.2 Subject to NRC's satisfaction of the contractor's performance, an extension to the original tender may be issued for the remaining sites listed in Appendix "B" – List of Buildings. Payment will be limited to the rates quoted in the contractor's proposal, as applicable to the additional buildings identified in Appendix "B". NRC will not be bound or committed to any minimum annual purchase. Additional work arising from this contract is subject to a detailed technical review and a Contract Amendment authorizing the additional work. Additional work may be subject to further cost negotiation.

4.0 ENQUIRIES

- 4.1 If you require clarification regarding any aspect of this RFP, address all queries to the Contracting Authority, identified below, at least ten (10) working days before the closing date. All queries must be in writing and queries received less than ten (10) working days prior to the closing date cannot be guaranteed a response. Information received verbally will not be binding upon the NRC.

Collin Long

Procurement Officer

Finance and Procurement Services

National Research Council Canada

1200 Montreal Road, Bldg. M-58

Ottawa, Ontario K1A 0R6

Telephone: **613-993-0431**

Facsimile: **613-991-3297**

E-mail: **Collin.Long@nrc-cnrc.gc.ca**

- 4.2 To ensure the equality of information among Bidders, responses to general enquiries will be made available to all bidders unless such publications would reveal proprietary information. The bidder who initiates the question will not be identified. Technical questions that are considered proprietary by the bidder must be clearly identified. NRC will respond individually to the bidder if it considers the questions proprietary. If NRC does not consider the question proprietary, the bidder submitting it will be allowed to withdraw the question, or have the question and answer made available through the Open Bidding System (OBS) to all bidders.

- 4.3 Vendors who attempt to obtain information regarding any aspect of this RFP during the solicitation period through any NRC contacts other than the Contracting Authority identified herein, may be disqualified (for that reason alone).
- 4.4 It is the responsibility of the Bidder to obtain clarification of the requirement contained herein, if necessary, prior to submitting its proposal. The Bidder must have written confirmation from the Contracting Authority for any changes, alterations, etc., concerning this RFP.

5.0 **PROPOSAL CLOSING DATE AND BID SUBMISSION INSTRUCTIONS**

- 5.1 Proposals must be delivered not later than 2:00 PM EST, (day), **8 November 2019**, to the following **Contracting Authority**:

Collin Long

Procurement Officer

Finance and Procurement Services

National Research Council Canada

1200 Montreal Road, Bldg. M-58

Ottawa, Ontario K1A 0R6 Telephone: (613) 993-0431

Proposals must not be sent directly to the Project Authority

- 5.2 Proposals must be delivered in a sealed envelope and the Bidder's name and the RFP No. should be clearly indicated on the Proposal Envelope. It is the vendor's responsibility to obtain date and time stamped receipt signed by the receptionist as proof that NRC has received their proposal within the prescribed time limit. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.
- 5.3 Bid submissions must be in accordance with the Standard Instructions and Conditions (Applicable to Bid Solicitation) attached as Appendix "**H**" – Standard Instructions and Conditions (Applicable to Bid Solicitation)
- 5.4 Due to the nature of this solicitation, NRC will not accept any proposal documents by facsimile.
- 5.5 NRC will not accept any proposal documents by electronic mail or on diskette.
- 5.6 Proposals received after the closing date will not be considered and will be returned to the sender. The sender has the sole responsibility for the timely dispatch and delivery of a proposal and cannot transfer such responsibility to the NRC. No supplementary information will be accepted after the closing deadline unless NRC requests a clarification.
- 5.7 All submitted proposals become the property NRC and will not be returned to the originator.

6.0 **EVALUATION CRITERIA**

- 6.1 Refer to Appendix "**B**" – Mandatory Requirements Checklist and Rated Requirements Checklist

7.0 **COST PROPOSAL**

- 7.1 The cost proposal must be a **fixed price quotation, FOB Destination, excluding GST/HST**. The fixed price must include all the materials and services required to fulfil all

aspects of the Statement of Work. Bidders should identify the currency on which the cost proposal is based.

- 7.2 The cost proposal must have sufficient structure to show how the total proposed cost was calculated. It should contain the following elements:
- a) A turnkey solution pricing for the site(s) listed in Appendix "C" – List of Buildings. Clearly state all assumptions, if any.
 - b) A detailed cost breakdown as appropriate.
 - c) A clear statement whether the turnkey solution pricing includes or excludes the annual monitoring service of the first year.
 - d) An annual monitoring service pricing for the site(s) listed in Appendix "C" – List of Buildings. This cost shall include periodical system updates and system maintenance.
 - e) Information on any additional costs and pricing that would apply on a one-time or on-going basis.
 - f) Deployment cost for an additional building of the same complexity; annual fee for an additional building of the same complexity; and any other associated cost for an additional building of the same complexity.
 - g) The amount and explanation for other miscellaneous expenses that could be incurred.
 - h) Describe its capacity to implement additional buildings on successful completion of the current contract, should PSPC decide to include additional buildings.
 - i) Provide estimated pricing for each additional building with the same level of complexity.
 - j) Provide hourly rates for all staff.
- 7.3 GOODS AND SERVICES TAX (GST) and HARMONIZED SALES TAX (HST): The GST and HST, whichever is applicable, shall be considered an applicable tax for the purposes of this RFP and extra to the price herein. The amount of GST or HST shall be disclosed and shown as a separate item.
- 7.4 Bids will be evaluated in Canadian currency, therefore, for evaluation purposes, the exchange rate quoted by the Bank of Canada as being in effect on date of bid closing, shall be applied as the conversion factor for foreign currency. Prices quoted shall not be subject to, or conditional upon, fluctuations in commercial or other interest rates during either the evaluation or contract period.

8.0 **CONDITIONS OF SUBMISSION**

- 8.1 There shall be no payment by the National Research Council for costs incurred in the preparation and submission of proposals in response to this request. No payment shall be made for costs incurred for clarification(s) and/or demonstration(s) that may be required by NRC. The National Research Council reserves the right to reject any or all proposals submitted, or to accept any proposal in whole or in part without negotiation. A contract will not necessarily be issued as a result of this competition. NRC reserves the right to amend, cancel or reissue this requirement at any time.
- 8.2 Proposals submitted must be valid for not less than sixty (60) calendar days from the closing date of the RFP.

8.3 Your proposal should contain the following statement:

"We hereby certify that the price quote is not in excess of the lowest price charged anyone else, including our most favoured customer, for like services".

8.4 Any contract resulting from this invitation will be subject to the General Conditions – Services 2035 (copy attached as Appendix “G” – General Conditions 2035) and any other special conditions that may apply

9.0 **Basis of Selections**

9.1 The method of selection will be highest combined Technical Rating (80%) and Price (20%). Proposals must respond to the mandatory requirements outlined in Appendix “C” – Mandatory and Rated Requirements Checklist and must include the referenced Section/Page in Bidder’s proposal. Any proposal that fails to indicate clearly that all mandatory requirements have been met will receive no further consideration.

9.2 The lowest priced proposal is allocated the maximum points of 20 while the other proposals are prorated against the financial bid. See example below which demonstrates a 80/20 ratio of the technical score and price respectively.

$$\text{Total Score} = \text{Technical Score}/125*80 + (\text{Lowest Financial Bid}/\text{Bidder Price})*20$$

Note that the five-year financial cost will be calculated for the purpose of financial scoring even though the initial contract will be issued for one year.

Sample:

Bidder A – five-year financial cost (first year total cost + annual fee x 4): \$500.00

Bidder B – five-year financial cost (first year total cost + annual fee x 4): \$700.00

Bidder C – five-year financial cost (first year total cost + annual fee x 4): \$900.00

	Technical Rating	Financial Score	Total Score	Ranking
Bidder A	$90/125*80 = 57.60$	$500/500*20 = 20.00$	77.60	3 rd
Bidder B	$110/125*80 = 70.40$	$500/700*20 = 14.29$	84.69	1 st
Bidder C	$105/125*80 = 67.20$	$500/900*20 = 11.11$	78.31	2 nd

10.0 **OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY**

10.1 All confidential information gathered or viewed or any product developed as a result of this RFP must be treated as confidential and as NRC property

11.0 **CONFIDENTIALITY**

11.0 This document is UNCLASSIFIED, however; the contractor shall treat as confidential, during as well as after the services contracted for, any information of the affairs of NRC of a confidential nature to which its servants or agents become privy.

12.0 CRIMINAL CODE OF CANADA

12.1 Canada may reject an offer where the Bidder, or any employee or subcontractor included as part of the offer, has been convicted under section 121 ("Frauds on the government" & Contractor subscribing to election fund"), 124 ("Selling or purchasing office"), or 418 ("Selling defective stores to Her Majesty") of the Criminal Code.

13.0 DEBRIEFINGS

13.1 After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

ADDITIONAL CONTRACT CLAUSES

Bidder compliance with all of the following clauses, terms and conditions of the resulting contract is mandatory.
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14.0 T4-A SUPPLEMENTARY SLIPS

14.1 Pursuant to paragraph 221(1)(d) of the Income Tax Act, payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4A Supplementary slip. To enable client departments and agencies to comply with this requirement, contractors are required to provide information as to their legal name and status, business number, and/or Social Insurance Number or other identifying supplier information as applicable, along with a certification as to the completeness and accuracy of the information.

15.0 GOVERNMENT SMOKING POLICY

15.1 Where the performance of the work requires the presence of the Contractor's personnel on government premises, the Contractor shall ensure that its personnel shall comply with the policy of the Government of Canada, which prohibits smoking on any government premises.

16.0 ACCESS TO GOVERNMENT FACILITIES / EQUIPMENT

16.1 Access to the facilities and equipment necessary to the performance of the work shall be provided through arrangements to be made by the Project Authority named herein. There will be however; no day-to-day supervision of the Contractor's activities nor control of the Contractor's hours of work by the Project Authority.

16.2 The Contractor undertakes and agrees to comply with all Standing Orders and Regulations in force on the site where the work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fires.

17.0 GENERAL CONDITIONS

17.1 The General Conditions 2035 entitled General Conditions Services and attached as Appendix "G" form part of this Contract.

18.0 ADDITIONAL WORK

18.1 The successful bidder can at NRC's option, be asked to provide additional work related to this requirement. Payment will be limited to the firm per diems quoted in the Contractor's proposal.

19.0 NON-PERMANENT RESIDENT (FOREIGN COMPANY)

19.1 The Contractor shall ensure that non-permanent residents intending to work in Canada on a temporary basis in fulfillment of the Contract, who are neither Canadian citizens nor United States nationals, receive all appropriate documents and instructions relating to Canadian immigration requirements and secure all required employment authorizations prior to their arrival at the Canadian port of entry. The Contractor shall ensure that United States nationals having such intentions receive all appropriate documents and instructions in that regard prior to their arrival at the Canadian port of entry. Such documents may be obtained at the appropriate Canadian Embassy/Consulate in the Contractor's country. The Contractor shall be responsible for all costs incurred as a result of non-compliance with immigration requirements.

20.0 NON-PERMANENT RESIDENT (CANADIAN COMPANY)

20.1 The Contractor is responsible for compliance with the immigration requirements applicable to non-permanent residents entering Canada to work on a temporary basis in fulfillment of the Contract. In some instances, the employment authorization necessary to enter Canada cannot be issued without prior approval of Human Resources Centre Canada (HRCC). HRCC should always be contacted as soon as the decision to bring in a non-permanent resident is made. The Contractor will be responsible for all costs incurred as a result of non-compliance with immigration requirements.

21.0 LUMP SUM PAYMENT - WORK FORCE REDUCTION PROGRAMS

21.1 It is a term of the contract that:

- a. the Contractor has declared to the Departmental Representative whether the Contractor has received a lump sum payment made pursuant to any work force reduction program, including but not limited to the Work Force Adjustment Directive, the Early Departure Incentive Program, the Early Retirement Incentive Program or the Executive Employment Transition Program, which has been implemented to reduce the public service;
- b. the Contractor has informed the Departmental Representative of the terms and conditions of that work force reduction program, pursuant to which the Contractor was made a lump sum payment, including the termination date, the amount of the lump sum payment and the rate of pay on which the lump sum payment was based; and
- c. the Contractor had informed the Departmental Representative of any exemption in respect of the abatement of a contract fee received by the Contractor under the Early Departure Incentive Program Order or paragraph 4 of Policy Notice 1995-8, of July 28, 1995.

22.0 FORMER PUBLIC SERVANT

22.1 Contracts with 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 with FPS, bidders must provide the information required below.

22.2 Definitions

For the purposes of this clause,

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

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

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

"pension" means, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

22.3 Former Public Servant in Receipt of a Pension

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

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

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

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

22.5 Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes () No ()**

If so, the Bidder must provide the following information:

- a) name of former public servant;
- b) conditions of the lump sum payment incentive;
- c) date of termination of employment;

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

22.6 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 the Goods and Services Tax or Harmonized Sales Tax.

23.0 **OFFICE OF THE PROCUREMENT OMBUDSMAN (OPO)**

23.1 The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa-opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

24.0 **SECURITY LEVEL**

- 24.1 Prior to the performance of the obligations under this contract, all personnel that will be involved with the project must be cleared to the security level of **RELIABILITY** as defined in the security policy of
- 24.2 Any Contract resulting from this invitation will be subject to the Security Requirements Check List (SRCL), form TBS/SCT 350-103, attached at Appendix "J".

25.0 **WORK LOCATION**

The normal location of work for this assignment will as per the list of buildings in Appendix "C".

25.0 **ATTACHMENTS**

- Appendix "A" – Statement of Requirements
- Appendix "B" – Mandatory and Rated Requirements Checklist
- Appendix "C" – List of Buildings
- Appendix "D" – Building Information
- Appendix "E" – Cost Table
- Appendix "F" - General Conditions 2035
- Appendix "G" – Standard Instructions and Conditions (Applicable to Bid Solicitation) dated 2007/06/01 Bidders List
- Appendix "H" – Industrial and Contract Security
- Appendix "I" – Security Requirements Check List

Statement of Requirements

**Smart Building Monitoring and On-going Commissioning for DND Buildings in Halifax and
Gagetown**

1. General

1.1 Background

Department of National Defence (DND) is evaluating ways to improve its building operations and increase energy efficiency throughout its portfolio of properties by implementing Smart Building technologies. The buildings under study are unique special purpose military building located at secure Bases in the Halifax, Nova Scotia and Gagetown/Oromocto, New Brunswick geographic areas.

National Research Council Canada (NRC) has been contracted by DND to conduct a study through the selection and deployment of Smart Building technologies in target buildings. The purpose is to determine the costs, benefits, and challenges of implementing such technologies in a broader set of DND buildings.

Improved Smart Building technologies have been developed during the past year that have the potential to provide more efficient and reliable services to DND. The purpose of this request for proposal (RFP) is to test these new technologies.

Two types of Smart Building technologies are required by this RFP:

1. **Smart Building Energy Management Systems (Smart BEMSs):** These buildings typically have a full Building Automation System (BAS), but the buildings chosen for this project are not necessarily BACnet compatible, nor are the components necessarily BACnet compatible. The solution includes the design, supply and installation of a Turnkey Smart BEMS by the Bidder that includes fault detection and diagnostics. Smart BEMS systems make use or most, if not all, data points from the BAS and energy meters.
2. **BEMS-Ultralite:** These buildings typically do not have a comprehensive BAS. These solutions test energy performance using anomaly detection methods (not fault detection) and remote auditing technologies. These systems collect and utilize **energy meter data only**.

Refer to the List of Potential Buildings provided within the RFP.

1.2 Overview

NRC on behalf of DND seeks an experienced Contractor for the purpose of providing Smart Building related hardware and services for multiple buildings owned and operated by DND in order to assess improvements in energy and operational efficiencies associated with Smart Building technologies.

For ease of reference, each firm responding to this RFP is referred to as the “Bidder” and the vendor selected to provide services for DND is referred to as the “Contractor”.

Where the Bidder’s solution differs between buildings requiring Smart BEMS and BEMS-Ultralite for any of the requirements in this RFP, **the Bidder must clearly explain the differences**. Unless noted otherwise, the following requirements apply to both Smart BEMSs & BEMS-Ultralite Buildings.

1.3 Submission

The bidder must submit one (1) original submission, one (1) electronic submission and five (5) hardcopies. The original submission and all hardcopies must be compiled in a 3-ring binder.

The Bidder's submission must be organized with a title page, index, sections, and same numbering scheme and titles as the sections provided in the Statement of Requirements (SoRs) below. Each section of the Bidders submission must address the requirements outlined in the corresponding section of the SoR.

All pages must be 11pt Calibri font with 1" margins throughout.

2. Mandatory Requirements

This Section contains the requirements that must be met in order for the Bidder's submission to receive consideration.

2.1 General (response limited to one (1) page maximum for this section)

2.1.1 The Bidder must provide evidence to NRC and DND that the service requirements of this Statement of Requirements (SoR) will be met.

2.1.2 All the buildings selected for this project currently have a Building Automation System (BAS) that generates data for use by proposed solutions. The Bidder must verify compatibility of the existing BAS with the Bidder's system. The Contractor must provide all necessary means to connect to the existing BAS. NRC and DND do not guarantee or imply compatibility of any of the existing BASs with the Bidder's solution.

2.2 Components and Services (response limited to one (1) page maximum for this section)

2.2.1 The solution must include:

- A. All software, middleware, and hardware components necessary to capture, store, analyze and transmit existing building points data;
- B. Services to push/post collected energy meter data and all information regarding detected faults (and/or anomaly corrections) via Application Programming Interfaces (APIs) (usually implemented through Web services);
- C. **Smart BEMSs Buildings only:** Building Data Analytics and Fault Detection and Diagnostics (BDA/FDD) platform and services (detailed elsewhere in this RFP);
- D. **BEMS-Ultralite Buildings only:** Energy anomaly detection and reporting;
- E. Initial installation and configuration of the system that will interface with the Building Automation Systems (BAS);
- F. All software upgrades which may become available, including new modules that include features previously unavailable in base product or which affect known DND operations, patches and firmware;

- G. All support services provided during the period of performance (during managed services) (annual fee); and
- H. A comprehensive warranty for the hardware/software solution (annual fee).

The components and services outlined above are described in detail in the subsequent sections.

2.2.2 NRC and DND must have an unrestricted license (i.e., number of concurrent users, number of database connections, as long as all users are either Federal employees or contractors working on behalf of the Federal government). DND must have unrestricted ownership rights to graphics and programming developed specifically under this contract (as opposed to the commercial off-the-shelf product that is initially licensed). All components must be owned and licensed to NRC and DND for use in Crown owned and managed facilities.

2.3 Building Automation System (BAS) Data Collection (response limited to one (1) page maximum for this section)

2.3.1 The Bidder must provide a flexible and scalable solution, including all necessary hardware, software, middleware, and technical support, to collect pertinent data from the existing Building Automation System (BAS) in the target building. This must include any and all connectivity to interface with the existing BAS (including, but not limited to, gateways, routers, wiring, cellular hardware etc.) and for remotely transferring collected data to the Bidder's data repository. The solution must be completely independent of the BAS.

2.3.2 The solution must be capable of integrating with the BAS systems used by DND in order to retrieve data from the building systems. Following is the minimum list of the systems/products/installers with which the solution must be able to integrate:

- a. Alerton
- b. Andover
- c. Automated Logic
- d. Delta
- e. Honeywell
- f. Johnson Controls
- g. Metasys
- h. R.E.L. Controls
- i. Reliable Controls
- j. Schneider Electric
- k. Siemens
- l. Trane
- m. VCI

2.3.3 The BAS data collection must be on a real-time basis (24 hours per day and 7 days per week) and must be at an interval of 15 minute or less, except for energy meter data, which must be 60 minutes or less.

2.3.4 Point naming/mapping must adhere to a common naming convention (preferably Project Haystack). After completion of point naming, the Contractor must provide the naming key (dictionary) and the point-to-point labeling for every point, in excel format. The Bidder must provide the name of the proposed naming/mapping convention within this section of the bid.

2.3.5 The Bidder's solution must be fully compatible and fully functional with buildings with BASs and related components that:

- A. Do not use BACnet protocols, and
- B. Fully utilize BAC protocols, and
- C. Use BACnet protocols for some but not all components.

Where BACnet protocols are not used, the Bidder's solution must extract data from BASs and related components that are proprietary. For the purpose of the bid, assume that no objects are currently being trended.

2.4 Energy Metering Data Collection (response limited to one (1) page maximum for this section)

The Bidder must provide a solution to capture and analyze energy meter data on a real-time basis. The energy meter data must include all of the following (if present in the building): electrical power, natural gas, propane, oil, steam, hot water, and chilled water. This real time energy consumption data must be stored, analyzed, trended and presented in easily understandable real-time dashboards accessible to DND stakeholders (detailed elsewhere in this RFP). The energy metering data collection must be at an interval of 60 minutes or less. The exact interval to be used will be decided by NRC and DND after award. Energy metering data will be available via the BAS.

2.5 Building Data Analytics and Fault Detection and Diagnostics (response limited to one (1) page maximum for this section)

2.5.1 Smart BEMSs Buildings only:

- A. The Bidder must provide Building Data Analytics and Fault Detection and Diagnostics (BDA/FDD) in conformance with this section.
- B. The BDA/FDD must have the ability to mine vast amounts of data quickly and apply software-based algorithms to identify and define trends so that more proactive management of building systems can occur. The BDA/FDD must identify patterns that traditional BAS/BMS systems often overlook, draw conclusions, notify stakeholders, and offer corrective measures for issues in building mechanical and control systems via proactive automated maintenance recommendations before they manifest themselves in ways that cause downtime or prolonged periods of inefficient operation.
- C. Results of the building data analytics must be reviewed by the Bidder's Subject Matter Expert (SME) before being submitted to the building operator as a recommended action. Such notification must include problem identification, and detailed actions of recommended corrective measures and potential sources of the anomaly. The notification must also include estimated annual opportunity (cost savings, energy savings and related greenhouse gas equivalent) realized if the corrective measures are implemented.

- D. The BDA/FDD must provide:
 - a. Ability to allow building operators to optimize on-going operations through a series of processes including, but not limited to, fault based analysis, continuous evaluation of zones, set points, schedules, competing air handlers, unbalanced airflows, control component degradation, sensor failures, valve leakage, and loose fan belts.
 - b. Advanced continuous commissioning strategies capable of taking into account fault detection prior to seasonal weather changes (proactive building maintenance based on geographical and seasonal variables).
 - c. A response or notification in response to a detected fault, alarm, or operation anomaly;
 - d. A summary of faults, alarms or operational anomalies, generate and distribute on a weekly basis; and recorded distribution of notifications to Property Managers, Senior Property Managers, O&M Contractors, metering Contractors, specialized subject area engineers, and commissioning agents.
- E. The SME must be a Professional Engineer licensed in the Province that the site work is being conducted.

2.5.2 BEMS-Ultralite Buildings only:

- A. The Bidder must provide rules based anomaly detection for all trended energy meter data.
- B. Results of the energy data analytics must be reviewed by the Bidder's SME before being submitted to the building operator as an anomaly. Such notification must include problem identification, and recommended corrective measures and potential sources of the anomaly.
- C. The SME must be a Professional Engineer licensed in the Province that the site work is being conducted or be a certified energy manager (CEM).

2.6 Continuous Commissioning and Building Optimization (response limited to one (1) page maximum for this section)

2.6.1 Smart BEMSs Buildings only:

- A. The Bidder must establish an ongoing process to resolve operating problems, improve occupant comfort, optimize energy use and identify retrofits to existing buildings and facilities. The process will ensure that the building, facilities and systems operate optimally to meet the current requirements. The solution must capture energy consumption/demand data on an ongoing basis and provide 24/7 monitoring of any situation that may lead to excessive energy consumption and carry out real-time data analysis to identify energy savings opportunities.
- B. To ensure building optimization, the Contractor must work with the on-site DND representative and remotely verify and optimize scheduling and system operation to assure optimal energy performance from the BAS.
- C. Monthly meetings (one per month for Halifax and one per month for Gagetown):
 - a. At a minimum, the Contractor must schedule and host a two hour monthly meeting with DND's on-site representative and other required project partners to ensure faults/anomalies/corrective measures are addressed.

- b. One (1) year of managed services must include 12 monthly meetings and 12 corresponding reports.
- c. At each meeting, the Contractor must update the online tool/dashboard with verbal input from site representative.
- D. Before the first monthly meeting, or in combination with the first monthly meeting, the Contractor must host a meeting to introduce their managed services, the process, goals and platform to DND and other relevant partners.
- E. The proposed system will not be used for automatic changes to the BAS; rather any recommended changes must be provided, by electronic means, to the on-site DND representative, who would implement the changes at their discretion.

2.6.2 BEMS-Ultralite Buildings only:

- A. The Contractor must conduct a site visit at each building to review the existing building systems and potential commissioning/optimization opportunities. The Contractor must review available building documentation.
- B. The Contractor must host a Webex meeting to present a sample monthly report and user guide to the DND user group.
- C. The Contractor must include 10 hours of technical support with each year of managed services, to support the user group with BEMS-Ultralite buildings.

2.7 User Interface (response limited to one (1) page maximum for this section)

2.7.1 The Bidder must provide a secure Web based User Interface (UI) in conformance with this Section with no client software or browser plug-ins/add-ons required on Government Furnished Equipment (GFE) workstations. The following web browser version (minimum) is required and must be supported:

- Microsoft Internet Explorer – Version 11
- Google Chrome – current version as of September 2017
- Firefox – current version as of September 2017

2.7.2 The UI must:

- A. Display building information simultaneously in multiple formats (e.g. AHU graphic(s), temperature(s), and trends [only energy trends for **BEMS-Ultralite Buildings**]).
- B. Display all information in both official languages (English and French) and offer the ability to select the language for the interface.
- C. Use SI measurement units.
- D. Have tools that allow building engineers and stakeholders to create, analyze, view, and understand building system equipment trends (only energy trends for **BEMS-Ultralite Buildings**).
- E. Have non-proprietary open communication protocols
- F. Have Administrative and User privileges based on distinctive user IDs that include the ability to restrict access to individual users to specific functions.

- G. Have the ability to create user defined alerts and notifications to building operators and O&M Contractors to reinforce analysis discovered by the system.
- H. Have the ability to track and record the above alerts and notifications for future troubleshooting and historical analysis;
- I. Have the ability to identify and summarize notifications (anomaly corrections) that have been accepted (acknowledged) by the user and record the timestamp of such acknowledgment;
- J. Have the ability to identify and summarize notifications (anomaly corrections) that have been closed (completed) by the user and record the timestamp of such completion;
- K. Have an audit trail of changes featured under a System Administrators workbench or System Administrator only UI.

2.8 Smart BEMSs Buildings only: Demonstration of Targeted Savings (response limited to one (1) page maximum for this section)

The system must calculate and make available estimates of the opportunity cost, energy and greenhouse gas (GHG) reduction opportunities associated with not correcting an identified fault or operational inefficiency. The opportunity (cost, energy and GHG savings) must be reported as that accrued over a one-year period.

2.9 Data Visualization (response limited to one (1) page maximum for this section)

The Bidder must provide a solution that is able to display building and energy related information in the form of dashboards. These dashboards must display information on how well the operations and maintenance of the buildings are being performed. These dashboards must be customized and provide various levels of information depending on the audience (building operators, building O&M service providers, property managers, subject area experts, occupants etc.).

Information displayed must include:

- A. Anomaly correction history;
- B. **Smart BEMSs Buildings only:** Current open anomaly corrections (by priority and by cost, monetary savings, GHG savings, and energy savings);
- C. Energy consumption (compared to baseline, normalized to weather) in absolute values and as a ratio compared to baseline;
- D. **Smart BEMSs Buildings only:** Energy and GHG savings per period (e.g. annual, since a specific date) in absolute values and as a ratio compared to baseline;
- E. **Smart BEMSs Buildings only:** Anomaly correction priority (according to estimated targeted savings as described in Section 2.8);
- F. Operations and Maintenance events occurring in the building; and
- G. Weather information

Information displayed must be kept up to date and updated with frequency of not less than once per hour.

2.10 Smart BEMSs Buildings only: Building Maintenance Service Performance Monitoring (response limited to one (1) page maximum for this section)

The solution must provide measures to monitor and track the performance of building O&M service providers related to following KPIs (key performance indicators):

- A. An inventory of all equipment under coverage of the contract resulting from this RFP;
- B. Records of every anomaly correction/recommendation issued during the term of the contract;
- C. Service request (or anomaly correction) data, including time stamps for receipt of service requests and completion of service requests; and
- D. Service request frequency, time to request acknowledgment, and time to service completion.
- E. The solution must be capable of generating reports on the KPIs by base, an individual building or by type of anomaly correction/recommendation (preventive maintenance, emergency service, etc.).
- F. The service performance information must be captured electronically and stored in an electronic data repository for the term of any contract resulting from this SoR. NRC and DND personnel with proper credentials must have real time access to this service performance information through an Internet portal by use of a web browser. The access must include the capability for NRC and DND to download the data for use in other internal data systems.

2.11 Reporting (response limited to one (1) page maximum for this section)

A summary of energy consumption, trends and analysis, building optimization recommendations with corresponding estimated annual savings (cost, energy, GHGs), and any additional recommendations and inferences must be provided in monthly reports. All data must be available in non-proprietary formats (.csv, .xls and .ascii at a minimum).

2.11.1 Smart BEMSs Buildings only:

Monthly reports:

- A. A summary of activities for the period covered
- B. A summary of energy savings incurred from activities for the period covered
- C. Pending/recommended actions
- D. A summary of observations (anomalies) discovered and recommended corrective measures
- E. The reports must provide estimated annual opportunity (cost savings, energy savings and related GHG equivalent savings) realized if the corrective measures are implemented, for every reported fault.
- F. The report format and content must be adjusted as required to meet NRC and DND's needs.
- G. The Contractor must provide monthly reports on the web based dashboard and via email to the project team.
- H. The Contractor must issue the first monthly report within one month of starting managed services, including energy savings measures.

2.11.2 BEMS-Ultralite Buildings only:

Monthly Reports:

- A. Automatically generate and email a one-page report summarizing energy anomalies and relevant energy statistics, for use by a DND energy manager and other stakeholders.
- B. The report will be used to help prioritize the worst energy users and gain insight into what issues exist at the building.
- C. At a minimum, the one-page report must include the following items: hourly heat map of energy use, energy use intensity benchmarking, base and peak load statistics, maximum demand event, recommended actions, data quality issues.
- D. The report format and content must be adjusted as required to meet NRC and DND's needs.
- E. The Contractor must provide monthly reports on the web based dashboard and via email to the project team.
- F. The Contractor must issue the first monthly report within one month of starting managed services.

2.12 System Availability, Scalability, and Interoperability (response limited to one (1) page maximum for this section)

The solution must:

- A. Have availability at least 99% during building operating hours and at least 95% during other periods;
- B. **Smart BEMSs Buildings only:** Be scalable to monitor additional devices and meters, integrate additional sensors, and deploy to additional buildings as needed; and
- C. **Smart BEMSs Buildings only:** Allow integration with other existing open systems or third party applications.

2.13 Cybersecurity, Privacy, and Data Sovereignty (response limited to one (1) page maximum for this section; include cybersecurity plan in appendix)

The following requirements related to cybersecurity must be met:

- A. Provide security and protection measures in compliance with DND's security and privacy policies.
- B. The Bidder must ensure that all DND data and project information is stored on systems, infrastructure and networks that are located wholly within the geographical boundaries of Canada. This includes backups, disaster recovery locations, alternate operations centers, cloud servers, etc.
- C. All employees or sub-contractors who will have access to DND data or project information must obtain necessary security clearance as defined by DND and the Security Requirements Check List (SRCL) and other related security requirements.
- D. The type of connection and related information must be clearly documented and provided in the proposal, including IP addressing, ports, protocols, and technologies.

- E. The Bidder must submit a cybersecurity plan with their bid detailing their cybersecurity plan, protocols, hardware, data flow, etc. The Contractor must ensure that their system is fully secured at all times and that it does not negatively affect DND infrastructure in anyway.
- F. Communications protocols must be secured (ie, use of SSL)
- G. The Bidder's cybersecurity design must include a mechanically actuated air-gap system to ensure the Contractor's onsite hardware is never connected to the BAS at the same time it is connected to the Contractor's cloud server.
- H. The Contractor must never remotely connect to the BAS. The Contractor's solution must not have the capability to remotely connect to the BAS at any time. At all times, the Contractor's solution must be locked to only allow outbound data-flow. Any system health-checks and upgrades must be completed onsite by the Contractor, twice per year.

2.14 Ownership and Retention of Collected Data (response limited to one (1) page maximum for this section)

All data collected from DND buildings remains DND's property.

The bidder must retain all data collected from DND buildings for the length of the contract and make the data available to NRC and DND at the end of the contract in an electronic (machine readable) form, including a complete description of the collected data.

2.15 Turnkey Solution (response limited to one (1) page maximum for this section)

2.15.1 The Contractor must be completely responsible for providing to DND a turnkey solution that is fully commissioned and operational. This must include all coordination with NRC and DND, site coordination, electrical installations, permits, network wiring, cellular communication setup, energy meter integration as needed, testing signal strengths, system configuration, etc. The Contractor must establish and ensure stable connectivity between the existing BAS and the Contractor's solution.

2.15.2 Supply and install electrical power within up to 25' of the new panel. Supply and install router within up to 25' from existing network connection. Supply and install wireless connection antenna within 25' of the new panel.

2.15.3 Unless requested in writing by DND, all installations must be completed during regular working hours. Building systems and equipment must not be shut down at any time.

2.16 System Maintenance (response limited to one (1) page maximum for this section)

2.16.1 The Contractor must ensure that the installed system is of the most current version and provide the on-going maintenance of the installed system for the duration of the contract. If the Contractor collects a maintenance/service fee (managed services), the cost of periodical upgrades of the system must be included in that fee.

2.16.2 The Contractor must conduct two site visits (one full day in Halifax and one full day in Gagetown, twice per year) per year to complete a health check on the onsite solution and to complete required updates, and meet onsite with users to review anomalies, correction measures and other relevant project related items.

2.17 Training (response limited to one (1) page maximum for this section)

The Contractor must provide and arrange for all necessary training of facility managers and operating staff to ensure the proper operation of the solution, to impart the necessary skills to operate the systems efficiently.

2.18 Security Clearance (response limited to one (1) page maximum for this section; include proof of required security clearance in appendix)

For all employees of the Bidder and employees of the Bidder's subcontractors, the Bidder must submit, as part of the bid package, proof of reliability status security clearance.

For the Bidder's organization and all of the Bidder's subcontractors, the Bidder must submit, as part of the bid package, a valid Designated Organization Screening (DOS).

The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

1. All personnel, including sub-contractors, requiring access to the work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
2. The Contractor must comply with the provisions of the:
 - a) SRCL and security classification guide (if applicable);
 - b) Industrial Security Manual (Latest Edition).

The Contractor is responsible for completing all forms and preparing all information related to security clearances. The Contractor is also responsible for coordinating all items related to security clearance.

2.19 Health & Safety (response limited to one (1) page maximum for this section; include documents in appendix)

The Bidder must submit, as part of the bid package, a copy of the following mandatory Health & Safety documents that will govern the Health & Safety practices of their employees and the employees of their subcontractors:

- A. Signed and dated:
 - a. Health & Safety policy statement
 - b. The project specific Health & Safety program that supports the policy
 - c. Violence and harassment policies
 - d. "Right to Refuse Work" procedures
- B. Trade qualifications and applicable certificates (worker/supervisor H&S training and awareness)
- C. Hazard Assessment/Analysis template (task, hazard, control measure)
- D. Signed and dated acknowledgement that the bidder understands the site work will be completed in DND buildings, which may require the submission of additional Health and Safety related documentation, depending on the building location and type of occupancy.

Before commencing site work, host a Health and Safety startup meeting at all sites with the DND on-site representative and sub-contractors. The meeting must meet the requirements of the Canada Labour Code, Part 2, Canada Occupational Safety and Health Regulations.

2.20 Coordination and Schedule (response limited to one (1) page maximum for this section; include schedule in appendix)

- A. The Contractor must coordinate site access with DND's local building authority, and provide all requested documentation required for access, in accordance with the policies and procedures defined by that authority.
- B. The Contractor must provide a detailed work plan and schedule to NRC for review and comment within five working days of award.
- C. The Contractor must conduct site visits for troubling shooting and repair within 48 hours of learning that the data acquisition system is malfunctioning. A longer time period may be acceptable, upon approval by DND/NRC provided data is being stored locally in the Contractor's onsite device.
- D. The Contractor must assign a Project Manager to coordinate work with all project partners and to manage the installation and integration of the Bidder's work. The Project Manager must be the main point of contact with NRC, DND and DCC. The Project Manager must organize and host weekly video conference meetings, using WebEx, with all project partners. The Project Manager must submit the following within 48 hours of each meeting:
 - a. Detailed meeting minutes
 - b. Summary of deployment progress (in tabular form)
 - c. An updated schedule to NRC every week showing a breakdown of tasks required at every building and sub-tasks for the installation, including completion dates for each sub-task.
 - d. Summary of all relevant security clearance items: including status update for both the contractor and sub-contractor organizations and employees, and corresponding expiry dates
- E. The Contractor must have all facilities and personnel in place before award.
- F. The Bidder must confirm that they have adequate staff available for the duration of the contract to ensure all work is complete and issues resolved in such a way that the physical installations are complete by March 1st, 2020. Assume that site access will commence by February 1st, 2020.
- G. The Bidder must submit a proposed schedule with their bid.

2.21 Designated BAS Contractors (response limited to one (1) page maximum for this section)

DND requires that their current standing offer holders for BAS related work (VCI, Digicon, Advanced Energy Management, and Controls and Equipment) be used as a subcontractor for integration services in this project. Any work affecting the existing BAS must be completed by the BAS standing offer holders. The standing offer holders must be sub-contracted and compensated by the Contractor as part of this project (not the existing standing offer contract). Costs for VCI, Digicon, Advanced Energy Management, and Controls and Equipment must be in accordance with the agreed upon rates in their existing standing offer with DND/DCC.

Contact information is provided below:

For Buildings SH14, SH57, SH100, SH251, SH330 and WL57:
Reg Collier | Branch Manager

VCI CONTROLS Inc. | SustainCo Solutions & Services
1550 Bedford Highway, Suite 210, Sun Tower | Bedford, NS, B4A 1E6
Tel: 902-835-6330 Fax: 902-835-3737

For Buildings SH342(X), SH343(Y) and SH344(Z):

Les Beal | Manager

Digicon Building Control Solutions Limited

201-11 Rownlow Avenue | Dartmouth, NS, B3B 1W2

Tel: 902-468-2633 (x102) Cell: 902-456-8071 Toll Free: 866-200-2606

For Buildings F19, J07, L37:

Doug Briggs

Advanced Energy Management Ltd.

222 Edinburgh Drive, Unit 1, Moncton, NB E1E 4C7

Phone: 506-857-0818 Ext 681 Cell: 506 878-7092

For Buildings G08, K92, K94, K95, K96, SW11:

Darren Webber

Controls and Equipment

245 Hilton Rd, Fredericton, NB E3B 7B5

Phone: 506-457-0707 Cell: 506-461-9593

Coordination:

Coordinate all material/equipment selections with the designated BAS Contractors (VCI, Digicon, Advanced Energy Management, and Controls and Equipment) to ensure all related software and hardware can be integrated with the existing BAS platforms and all data can be transferred to the Bidders storage devices.

The Bidder must verify compatibility of the existing BAS platforms with the Bidder's proposed solution and, if selected, will provide all necessary means to interface the solution with the BAS platforms. NRC and DND do not guarantee or imply compatibility of any of the existing BAS with the Bidder's solution.

2.22 Incentives (response limited to one (1) page maximum for this section)

The Bidder must contact the relevant local utilities (electricity and natural gas) to determine the availability of conservation program incentives, rebates or grants that are applicable to this project. If such programs are available, the Contractor is required to fulfill all program requirements in order to obtain all applicable utility incentives on behalf of the Crown. This includes, but not limited to, providing the local utility application documents, technical specifications, pictures, supporting calculations, measurement and verification plan, disposal certificates, invoices and proof of payments.

3. Rated Requirements

Proposals must include information pertaining to this section of technically rated requirements.

3.1 Installation (response limited to one (1) page maximum for this section; include schedule and deployment plan in appendix)

The Bidder must:

- A. Describe the installation requirements of Bidder's product(s); this must include, but not limited to, additional pieces of equipment required to achieve desired results from the system (e.g. additional sensors or gateways). Is any additional equipment required?
- B. Describe conditions of the building system, if any, required prior to and during installation of Bidder's product(s). Are there any special building conditions required?
- C. Are there any special conditions/requirements of the BAS?
- D. Describe, if Bidder will self-install or subcontract the installation and electrical work of Bidder's system and how the installers will be qualified.
- E. Describe what, in Bidder's experience, has been the best approach in coordination with project subcontractors to ensure a successful installation.
- F. Provide a proposed schedule to complete the installation, including major milestones.
- G. Provide a deployment plan based on building type and location, and on the BAS and meters' type to demonstrate the ability of delivering the required number of building installations in the allotted time.

3.2 Platform (response limited to one (1) page maximum for this section)

The Bidder must:

- A. Describe what FDD and/or analytics services are performed by Bidder's staff, and which services are provided by 3rd party suppliers under Bidder's supervision.
- B. Provide names and manufacturers of any products that Bidder will be presenting in the response to the RFP.
- C. Describe, if Bidder's Solution is hardware, software, service or a combination of the above.
- D. Describe details of Bidder's solution and key benefits.
- E. List exclusions related to Bidder's solution, if any.

3.3 Network and Integration (response limited to one (1) page maximum for this section)

The Bidder must be capable of working using DND approved connectivity methods in retrieving data from the building systems. The Bidder must:

- A. Provide description of integration methodology between building BAS and metering systems and Bidder's proposed system.
- B. Provide detail of network connectivity options available to integrate systems.
- C. Provide description of security measures used to ensure security of the connectivity used.

3.4 Operations (response limited to one (1) page maximum for this section; include flow chart in appendix)

The Bidder must:

- A. Describe the service operation capacity of the organization including service call dispatch operations, service call communications with technical personnel, and internal process controls designed to ensure timely and closed loop performance.
- B. Provide documentation of licenses and certifications as may be required during the completion of the requirements contained in this SoR; and
- C. Provide an information flow chart showing how the proposed solution integrates with existing systems and data sources and how the collected data are backed-up

3.5 System Maintenance (response limited to one (1) page maximum for this section)

The Bidder must:

- A. Describe any special equipment and techniques that are recommended or required for appropriate maintenance of the Bidder's system.
- B. Provide information on Bidder-provided initial training to building operation and maintenance staff for the proper maintenance of the system.

3.6 Analytics - Fault Detection and Diagnostics (FDD) (response limited to one (1) page maximum for this section)

3.6.1 Smart BEMSs Buildings only:

The Bidder must:

- A. Describe how the analytics platform performs fault detection and diagnostics.
- B. Describe what variables are considered in carrying out diagnostics.
- C. Describe the level of automation of this system, vs. how much is manual.
- D. Describe if Bidder carries out Equipment Performance Analysis and recommendations for continuous commissioning.

3.6.2 BEMS-Ultralite Buildings only:

- A. Describe how the Bidder's algorithms identify anomalies in energy trends.
- B. Describe how detected energy anomalies are developed into recommended actions.
- C. Describe what energy statistics will be available for the one-page report, in addition to the minimum requirements provided elsewhere in this RFP.

3.7 Smart BEMSs Buildings only: Anomaly Correction Integration (response limited to one (1) page maximum for this section)

The Bidder must provide details regarding the solution's capability to dispatch anomaly corrections for specific issues at the equipment and/or device level. This will include the ability to identify the issue through rule-based engines and analytics, document what was discovered, provide clear, detailed,

actionable advice to DND facility management teams and the service providers, and track the results of their actions over time.

3.8 Command Centre Operations (response limited to one (1) page maximum for this section)

The Bidders must:

- A. Provide 24/7 technical support with subject matter experts. Provide details regarding any command and control centers that are utilized with Bidder's solution.
- B. Demonstrate the readiness of the Bidder to provide the services as required (e.g. facilities and personnel already in place).

3.9 Service Level Agreements and Key Performance Indicators (response limited to one (1) page maximum for this section)

Bidders must provide a description of the service levels that will be maintained and indicate the Key Performance Indicators they will commit and adhere to.

3.10 Measurement and Verification (response limited to one (1) page maximum for this section; include sample report in appendix)

The Bidder must:

- A. Describe the process by which Bidder will verify and report on savings achieved.
- B. Describe Bidder's ability to measure and present data reports, with respect to consumption, equipment performance, building comfort etc.; a sample report must be provided with the bid.
- C. The Bidder must provide the rationale and methods used to demonstrate how targeted savings are determined.

3.11 Energy Analysis (response limited to one (1) page maximum for this section)

The Bidder must:

- A. Provide details with respect to the type of energy analysis that is carried out and reports produced.
- B. Describe the methodology to identify anomalies /deviations and report those anomalies / deviations to nominated stakeholders at DND.
- C. Describe Bidder's practices with respect to making recommendations to DND for any enhancement / changes.

3.12 Service and Quality (response limited to one (1) page maximum for this section; include quality control plan in appendix)

The Bidder must:

- A. Provide information on Bidder's standard response time to customer requests. Describe methods of communication (by phone, by e-mail, etc.).
- B. Describe how Bidder handles customer complaints.
- C. Describe how Bidder measures service levels and product quality.

- D. The Bidder must submit a quality control plan detailing the internal processes that will be followed during all aspects of the project. The plan must include a description of the internal review process the Contractor will follow before submitting deliverables, solutions, reports, etc., to NRC/DND.

3.13 System Architecture (response limited to one (1) page maximum for this section)

The Bidder must:

- A. Provide the full details of how Bidder's system will integrate with the building BAS and metering systems at each site, and detail what support Bidder's system will require at each site.
- B. Provide details of the Bidder's network architecture showing how the system will be configured so that it is completely separate and segregated from any DND networks. Describe in detail how the network will provide resilient and effective communication links.

3.14 Additional Services (response limited to one (1) page maximum for this section)

The Bidder must describe its capabilities with respect to developing customized analytics, and dashboards upon DND request.

3.15 Company Information, Personnel and References (response limited to one (1) page maximum for this section; include CV's, organizational chart, and project descriptions in appendix)

The Bidder must:

- A. Provide a brief history of the Bidder and relevant experience providing the services required in the RFP and the optional services and capabilities declared above.
- B. Provide detailed information and qualification information regarding personnel to be assigned to this agreement including resumes and certifications.
- C. List all software tools and diagnostic equipment that the Bidder utilizes to service the existing direct digital control and automation systems.
- D. Provide an organizational chart for the Bidder including the personnel to be assigned to this account.
- E. Provide description of three projects that the company completed using the proposed solution within the last five years. Each project description must include:
- Name of the client (including reference contacts should NRC or DND wish to contact them);
 - Brief description of the scope of the project;
 - Total cost of the project;
 - Number of assets (buildings) included in the project;
 - Total area of the assets (buildings) managed under the contract (m²);
 - Savings realized after implementation of the system (annual: energy, cost and GHGs);
 - Names of the project manager and the key personnel involved in implementation of the solution, including their roles and responsibilities;
 - Dates, when the project was implemented

4. Additional Information

This section provides additional information.

- A. Installation location for on-site vendor hardware: for the purpose of the bid, assume that on-site vendor hardware (data collection device, air-gap, cellular modem) will be located in one building and collect data for all pilot buildings via a location area network.
- B. There will be no site visits as part of the RFP process.
- C. Consortiums and joint ventures can submit a proposal. The proposals must clearly define the role and responsibilities of all parties involved, as well as the lead party that will be the main contact for NRC and DND. Bids must be submitted by the leading organization.
- D. For the purpose of the bid, assume that energy metering data are available via the BAS.
- E. There will be no existing Internet connection to be used at the sites. The connection between the BAS and the Contractor's platform is the responsibility of the Contractor.
- F. The Contractor must sub-contract an electrician for related electrical work and provide all required permits (electrical or otherwise).
- G. There are no existing anomaly correction management systems available at the buildings to be used as part of the Bidder's solution.
- H. Refer to the List of Potential Buildings for work locations and call-up list.

Appendix "B"

Mandatory and Rated Requirement Checklist for SoR

1. Mandatory Requirement Checklist

In order to receive consideration by NRC and DND, all proposals must respond to the following mandatory requirements and must include the referenced Section/Page in Bidder’s proposal. Any proposal that fails to indicate clearly that all mandatory requirements have been met will receive no further consideration.

The following table must be completed and included with the Bidder’s offer.

Item No.	Reference to SoR	Mandatory Requirements	Fully Compliant for Smart BEMS (Yes/No)	Referenced Section/ Page in Bidder’s Proposal	Fully Compliant for BEMS-Ultralite Buildings (Yes/No)	Referenced Section/ Page in Bidder’s Proposal
1.1	2.1	All requirements in section 2.1 General				
1.2	2.2	All requirements in section 2.2 Components and services				
1.3	2.3	All requirements in section 2.3 Building Automation System (BAS) Data Collection				
1.4	2.4	All requirements in section 2.4 Energy Meter Data Collection				
1.5	2.5	All requirements in section 2.5 Building Data Analytics and Fault Detection and Diagnostics				
1.6	2.6	All requirements in section 2.6 Continuous Commissioning and Building Optimization				
1.7	2.7	All requirements in section 2.7 User Interface				
1.8	2.8	All requirements in section 2.8 Demonstration of Targeted Savings			NA	NA
1.9	2.9	All requirements in section 2.9 Data Visualization				
1.10	2.10	All requirements in section 2.10 Building Maintenance Service Performance Monitoring			NA	NA
1.11	2.11	All requirements in section 2.11 Reporting				
1.12	2.12	All requirements in section 2.12 System Availability, Scalability, and Interoperability				
1.13	2.13	All requirements in section 2.13 Cybersecurity, Privacy, and Data Sovereignty				
1.14	2.14	All requirements in section 2.14 Ownership and Retention of Collected Data				
1.15	2.15	All requirements in section 2.15 Turnkey solution				

1.16	2.16	All requirements in section 2.16 System Maintenance. Hardware and software updates covered under the annual fee				
1.17	2.17	All requirements in section 2.17 Training				
1.18	2.18	All requirements in section 2.18 Security Clearance				
1.19	2.19	All requirements in section 2.19 Health and Safety				
1.20	2.20	All requirements in section 2.20 Coordination and Schedule				
1.21	2.21	All requirements in section 2.21 Designated BAS Contractors				
1.22	2.22	All requirements in section 2.22 Incentives				
1.23	RFP Section 7.0	A fixed price including a full cost breakdown, hourly rates of all staff categories, and a price for a full day on site for the SME (applicable for both Halifax and Gagetown; including all travel and disbursements). The attached cost table for each building and total cost table.				

2. Rated Requirements

Offers that meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Proposals achieving 80 or higher technical points and the minimum points for each individual technical requirement will then be evaluated on financial information and price.

Each point rated technical criterion shall be addressed separately.

In order to qualify for the rating process, proposals must respond to the following rated requirements and must include the referenced Section/Page in the Bidder's proposal.

The following table must be completed and included with the offer.

Item No.	Reference to SoR	Rated Technical Requirements	Points		Referenced Section/ Page in Bidder's Proposal
			Max.	Min.	
2.1	3.1	Installation	15	11	
2.2	3.2	Platform	10	6	
2.3	3.3	Network and Integration	15	11	
2.4	3.4	Operations	10	6	
2.5	3.5	System Maintenance	5	3	
2.6	3.6	Analytics - Fault Detection and Diagnostics (FDD)	20	13	
2.7	3.7	Anomaly Correction Integration	10	6	
2.8	3.8	Command Centre Operations	5	3	
2.9	3.9	Service Level Agreements and Key Performance Indicators	5	3	
2.10	3.10	Measurement and Verification	5	3	
2.11	3.11	Energy Analysis	5	3	
2.12	3.12	Service and Quality	5	3	
2.13	3.13	System Architecture	5	3	
2.14	3.14	Additional Services	5	3	
2.15	3.15	Company Information, Personnel and References	5	3	
		TOTAL TECHNICAL POINTS:	125	80	

Appendix “C”

List of Potential Buildings:

The following list of buildings is defined as the “call-up” list. The initial work under this RFP is for the buildings identified as “Primary” buildings. The price provided as part of this bid submission shall include primary buildings only.

1) Halifax:

- a. SH14: Primary Building, BEMS-Ultralite
- b. SH57: Primary Building, BEMS-Ultralite
- c. SH100: Primary Building, BEMS-Ultralite
- d. SH251: Primary Building, BEMS-Ultralite
- e. SH330: Primary Building, Smart BEMS
- f. WL57: Primary Building, Smart BEMS
- g. SH342(X): Primary Building, Smart BEMS
- h. SH343(Y): Primary Building, Smart BEMS
- i. SH344(Z): Primary Building, Smart BEMS

2) Gagetown:

- a. F19: Primary Building, Smart BEMS
- b. G08: Primary Building, Smart BEMS
- c. J07: Primary Building, Smart BEMS
- d. K92: Primary Building, Smart BEMS
- e. K94: Primary Building, Smart BEMS
- f. K95: Primary Building, Smart BEMS
- g. K96: Primary Building, Smart BEMS
- h. L37: Primary Building, Smart BEMS
- i. SW11: Primary Building, Smart BEMS

NRC and DND may identify additional buildings under separate amendments or contracts. NRC and DND may identify buildings for deployment of additional solutions.

National
DéfenseDéfense
nationale

DND Smart Building Pilot: Halifax & Gagetown

Appendix "D"

Geographic Region	Building	Type	Built (approximate)	Clearance Required	Gross Floor Area (m2)	BAS Software and Version / Standing Offer BAS Service Vendor	BAS		
							Number of Points	Remotely Monitored	On Other Network
Halifax, NS	SH14	Post Office / School / Daycare / CANEX / Hair Dressor	1959	Reliable	5,448	Envision C3.10 / VCI		Yes	Yes
Halifax, NS	SH57	Recreation Complex (pool, gym, squash, weights, bowling)	1957	Reliable	5,648	Envision C3.10 / VCI		Yes	Yes
Halifax, NS	SH100	Mess Hall & Short Term Accomodation	1953	Reliable	17,995	Envision C3.10 / VCI		Yes	Yes
Halifax, NS	SH251	Office	1994	Reliable	2,937	Envision C3.10 / VCI		Yes	Yes
Halifax, NS	SH330	Office / Flight Simulation	2007	Reliable	8,577	Envision C3.10 / VCI	437	Yes	Yes
Halifax, NS	WL57	Office / Shops	2014	Reliable	10,667	Envision C3.10 / VCI	879	Yes	Yes
Halifax, NS	SH342(X)	Office / Hanger / Warehouse	2008	Reliable	10,488	Pinpoint V2.00.0.20150811 (SP1) (2015) / Digicon	1369	Yes	Yes
Halifax, NS	SH343(Y)	Office / Hanger / Warehouse	2008	Reliable	11,956	Pinpoint V2.00.0.20150811 (SP1) (2015) / Digicon	1437	Yes	Yes
Halifax, NS	SH344(Z)	Office / Hanger / Warehouse	2008	Reliable	13,050	Pinpoint V2.00.0.20150811 (SP1) (2015) / Digicon	1224	Yes	Yes
Gagetown/Oromocto, NB	F-19	Gate House Occupied 24/7	2008	Reliable	340	Alerton, Envision / Advanced Energy Management	55	Yes	Yes
Gagetown/Oromocto, NB	G-08	New Barrack	2012	Reliable	5,928	Delta, V3.4 / Controls and Equipment	908	Yes	Yes
Gagetown/Oromocto, NB	J-07	Training Facility	1990*	Reliable	57,125	Alerton, Envision / Advanced Energy Management	2000	Yes	Yes
Gagetown/Oromocto, NB	K-92	Garage Space/Classroom	2011	Reliable	8,173	Delta, V3.4 / Controls and Equipment	509	Yes	Yes
Gagetown/Oromocto, NB	K-94	Garage Space	2015	Reliable	735	Delta, V3.4 / Controls and Equipment	110	Yes	Yes
Gagetown/Oromocto, NB	K-95	Garage Space	2016	Reliable	1,735	Delta, V3.4 / Controls and Equipment	303	Yes	Yes
Gagetown/Oromocto, NB	K-96	Garage Space/Maintenance	2017	Reliable	6,928	Delta, V3.4 / Controls and Equipment	534	Yes	Yes
Gagetown/Oromocto, NB	L-37	Meteorology Center Occupied 24/7	1999**	Reliable	2,016	Alerton, Envision / Advanced Energy Management	167	Yes	Yes
Gagetown/Oromocto, NB	SW-11	Garage Space/Classroom	2,018	Reliable	3,870	Delta, V3.4 / Controls and Equipment	417	Yes	Yes

* Controls completely redone in 2014.

Appendix “E”

Provide the following completed cost table with the bid. Include one completed table for each building:

Building _____						
Installation and Setup						
Item	Fixed Cost per building (A)	Cost/m ² (B)*	Total Gross Area (m ²) (C)*	Price Per Point (D)*	Total Number of Points (E)*	Price
a) Total initial installation and setup cost (excluding managed services, maintenance, and monitoring), including all required site visits	\$	\$		\$		[A+(B*C)+(D*E)] \$
Breakdown of installation cost for milestone billing	i) Physical installation of hardware					% of a)
	ii) Connection of hardware to building’s infrastructure and receipt of all required data into contractor’s cloud server					% of a)
	iii) Setup and configuration of contractor’s internal systems. Setup and configuration of contractor’s dashboard. Contractor to fully complete installation and setup, and provide a detailed completion report to NRC with photographic and pictorial proof of: <ul style="list-style-type: none"> • Completion of physical installation (included annotated photographs showing all hardware) • All required virtual setup, integration and configuration Provide the BAS point naming key (dictionary) and the point-to-point labeling for every point, in excel format.					% of a)
Managed services, maintenance, and monitoring (ongoing)						
		Cost/m ² (B)*	Total Gross Area (m ²) (C)*	Price Per Point (D)*	Total Number of Points (E)*	Price
b) Total 12 month cost for managed services, maintenance, and monitoring (ongoing) – Call-up Year 1	\$			\$		[(B*C)+(D*E)] \$
c) Total 12 month cost for managed services, maintenance, and monitoring (ongoing) – Call-up Year 2 (Optional call-up)	\$			\$		[(B*C)+(D*E)] \$
d) Total 12 month cost for managed services, maintenance, and monitoring (ongoing) – Call-up Year 3 (Optional call-up)	\$			\$		[(B*C)+(D*E)] \$
e) Total 12 month cost for managed services, maintenance, and monitoring (ongoing) – Call-up Year 4 (Optional call-up)	\$			\$		[(B*C)+(D*E)] \$
f) Total 12 month cost for managed services, maintenance, and monitoring (ongoing) – Call-up Year 5 (Optional call-up)	\$			\$		[(B*C)+(D*E)] \$
<i>Managed services shall be billed every three months, after services are rendered.</i>						
Optional Annual Price						
Optional annual price for managed services, maintenance, and monitoring (ongoing): For the 2 nd to 5 th year of managed services, provide optional annual pricing that includes all managed services, maintenance, and monitoring items, but with only four meetings and four reports (not twelve).	\$			\$		[(B*C)+(D*E)] \$

* Bidder has the option to price per m² or per point, or both.

Provide the following completed table with the bid for a total firm cost (roll-up costs; include costs of all buildings):

Total Cost (includes all Halifax and Gagetown buildings)	
Installation and Setup	
a) Total initial installation and setup cost, including all required site visits (excluding managed services, maintenance, and monitoring).	\$
Managed services, maintenance, and monitoring (ongoing)	
b) Total 12 month cost for managed services, maintenance, and monitoring (ongoing) – Call-up Year 1	\$
c) Total 12 month cost for managed services, maintenance, and monitoring (ongoing) – Call-up Year 2 (Optional call-up)	\$
d) Total 12 month cost for managed services, maintenance, and monitoring (ongoing) – Call-up Year 3 (Optional call-up)	\$
e) Total 12 month cost for managed services, maintenance, and monitoring (ongoing) – Call-up Year 4 (Optional call-up)	\$
f) Total 12 month cost for managed services, maintenance, and monitoring (ongoing) – Call-up Year 5 (Optional call-up)	\$
g) Cost for two site visits (one full day in Halifax and one full day in Gagetown, twice per year). Note: one day in Halifax to cover all Halifax buildings and one day in Gagetown to cover all Gagetown buildings (not one day per building). Only include this cost in the Total Cost (roll-up cost) table, not with each individual building pricing table. Include all related disbursements.	\$
Total firm price for initial installation and setup + 5 years of managed services, maintenance, and monitoring (ongoing)	\$
Optional Annual Price	
Optional annual price for managed services, maintenance, and monitoring (ongoing): For the 2 nd to 5 th year of managed services, provide optional annual pricing that includes all managed services, maintenance, and monitoring items, but with only four meetings and four reports (rather than 12).	\$



ID	2035
Title	General Conditions - Services
Date	2011-05-16
Status	Active

- 01 Interpretation
- 02 Powers of Canada
- 03 Status of the Contractor
- 04 Conduct of the Work
- 05 Subcontracts
- 06 Specifications
- 07 Replacement of Specific Individuals
- 08 Time of the Essence
- 09 Excusable Delay
- 10 Inspection and Acceptance of the Work
- 11 Invoice Submission
- 12 Taxes
- 13 Transportation Costs
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- 15 Payment Period
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- 17 Compliance with Applicable Laws
- 18 Ownership
- 19 Copyright
- 20 Translation of Documentation
- 21 Confidentiality
- 22 Government Property
- 23 Liability
- 24 Intellectual Property Infringement and Royalties
- 25 Amendment and Waivers
- 26 Assignment
- 27 Suspension of the Work
- 28 Default by the Contractor
- 29 Termination for Convenience
- 30 Accounts and Audit
- 31 Right of Set-off
- 32 Notice
- 33 Conflict of Interest and Values and Ethics Codes for the Public Service
- 34 No Bribe or Conflict
- 35 Survival
- 36 Severability
- 37 Successors and Assigns
- 38 Contingency Fees
- 39 International Sanctions
- 40 Harassment in the Workplace
- 41 Entire Agreement



2035 01 (2008-05-12) Interpretation

In the Contract, unless the context otherwise requires:

"Articles of Agreement" means the clauses and conditions incorporated in full text to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the National Research Council of Canada and any other person duly authorized to act on behalf of the National Research Council Canada.

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority" means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Goods and Services Tax and Harmonized Sales Tax;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Specifications" means the description of the essential, functional or technical requirements of the Work in the Contract, including the procedures for determining whether the requirements have been met;

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

2035 02 (2008-05-12) Powers of Canada

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

2035 03 (2008-05-12) Status of the Contractor

The Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

2035 04 (2008-05-12) Conduct of the Work



1. The Contractor represents and warrants that:
 - (a) it is competent to perform the Work;
 - (b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
 - (c) it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
2. The Contractor must:
 - (a) perform the Work diligently and efficiently;
 - (b) except for Government Property, supply everything necessary to perform the Work;
 - (c) use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
 - (d) select and employ a sufficient number of qualified people;
 - (e) perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the Specifications and all the requirements of the Contract;
 - (f) provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.
3. The Work must not be performed by any person who, in the opinion of Canada, is incompetent, unsuitable or has been conducting himself/herself improperly.
4. All services rendered under the Contract must, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. If the Contractor is required to correct or replace the Work or any part of the Work, it will be at no cost to Canada.
5. Canada's facilities, equipment and personnel are not available to the Contractor to perform the Work unless the Contract specifically provides for it. The Contractor is responsible for advising the Contracting Authority in advance if it requires access to Canada's facilities, equipment or personnel to perform the Work. The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.
6. Unless the Contracting Authority orders the Contractor to suspend the Work or part of the Work pursuant to section 27, the Contractor must not stop or suspend the Work or part of the Work pending the settlement of any dispute between the Parties about the Contract.
7. The Contractor must provide all reports that are required by the Contract and any other information that Canada may reasonably require from time to time.
8. The Contractor is fully responsible for performing the Work. Canada will not be responsible for any negative consequences or extra costs if the Contractor follows any advice given by Canada unless the Contracting Authority provides the advice to the Contractor in writing and



includes a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might result from following the advice.

2035 05 (2010-01-11) Subcontracts

1. Except as provided in subsection 2, the Contractor must obtain the Contracting Authority's written consent before subcontracting or permitting the subcontracting of any part of the Work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work.
2. The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. The Contractor may also without the consent of the Contracting Authority:
 - (a) purchase "off-the-shelf" items and any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business;
 - (b) subcontract any portion of the Work as is customary in the carrying out of similar contracts; and;
 - (c) permit its subcontractors at any tier to make purchases or subcontract as permitted in paragraphs (a) and (b).
3. In any subcontract other than a subcontract referred to in paragraph 2.(a), the Contractor must, unless the Contracting Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Contracting Authority, not less favourable to Canada than the conditions of the Contract.
4. Even if Canada consents to a subcontract, the Contractor is responsible for performing the Contract and Canada is not responsible to any subcontractor. The Contractor is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.

2035 06 (2008-05-12) Specifications

1. Specifications provided by Canada or on behalf of Canada to the Contractor in connection with the Contract belong to Canada and must be used by the Contractor only for the purpose of performing the Work.
2. If the Contract provides that Specifications furnished by the Contractor must be approved by Canada, that approval will not relieve the Contractor of its responsibility to meet all requirements of the Contract.

2035 07 (2008-05-12) Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and



- (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

2035 08 (2008-05-12) Time of the Essence

It is essential that the Work be performed within or at the time stated in the Contract.

2035 09 (2008-05-12) Excusable Delay

- 1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that
 - (a) is beyond the reasonable control of the Contractor,
 - (b) could not reasonably have been foreseen,
 - (c) could not reasonably have been prevented by means reasonably available to the Contractor, and
 - (d) occurred without the fault or neglect of the Contractor,

will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within fifteen (15) working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

- 2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
- 3. However, if an Excusable Delay has continued for thirty (30) days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
- 4. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.
- 5. If the Contract is terminated under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work not delivered and accepted before the termination



and anything that the Contractor has acquired or produced specifically to perform the Contract. Canada will pay the Contractor:

- (a) the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
- (b) the Cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

The total amount paid by Canada under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract Price.

2035 10 (2008-05-12) Inspection and Acceptance of the Work

1. All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any Work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.
2. The Contractor must provide representatives of Canada access to all locations where any part of the Work is being performed at any time during working hours. Representatives of Canada may make examinations and such tests of the Work as they may think fit. The Contractor must provide all assistance and facilities, test pieces, samples and documentation that the representatives of Canada may reasonably require for the carrying out of the inspection. The Contractor must forward such test pieces and samples to such person or location as Canada specifies.
3. The Contractor must inspect and approve any part of the Work before submitting it for acceptance or delivering it to Canada. The Contractor must keep accurate and complete inspection records that must be made available to Canada on request. Representatives of Canada may make copies and take extracts of the records during the performance of the Contract and for up to three (3) years after the end of the Contract.

2035 11 (2008-05-12) Invoice Submission

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - (a) the date, the name and address of the client, item or reference numbers, deliverable and/or description of the Work, contract number, GST/HST number;
 - (b) details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
 - (c) deduction for holdback, if applicable;
 - (d) the extension of the totals, if applicable; and



- (e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
- 3. If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices.
- 4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

2035 12 (2010-08-16) Taxes

1. Municipal Taxes

Municipal Taxes do not apply.

2. Provincial Taxes

- (a) Excluding legislated exceptions, federal government departments and agencies are not required to pay any sales tax payable to the province in which the taxable goods or services are delivered. This exemption has been provided to federal government departments and agencies under the authority of one of the following:
 - (i) Provincial Sales Tax (PST) Exemption Licence Numbers, for the provinces of:
Prince Edward Island OP-10000-250
Manitoba 390-516-0
 - (ii) for Quebec, Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, an Exemption Certification, which certifies that the goods or services purchased are not subject to the provincial/territorial sales and consumption taxes because they are purchased by the federal government with Canada funds for the use of the federal government.
- (b) Currently, in Alberta, the Yukon Territory, the Northwest Territories and Nunavut, there is no general PST. However, if a PST is introduced in Alberta, the Yukon Territory, the Northwest Territories or Nunavut, the sales tax exemption certificate would be required on the purchasing document.
- (c) Federal departments must pay the HST in the participating provinces of Newfoundland and Labrador, Nova Scotia, New Brunswick, Ontario and British Columbia.
- (d) The Contractor is not exempt from paying PST under the above Exemption Licence Numbers or Exemption Certification. The Contractor must pay the PST on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable provincial legislation), including material incorporated into real property.

3. Changes to Taxes and Duties

If there is any change to any tax or duty payable to any level of government in Canada after the bid submission date that affects the costs of the Work to the Contractor, the Contract Price will be adjusted to reflect the increase or decrease in the cost to the Contractor. However, there will be no adjustment for any change that increases the cost of the Work to the Contractor if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change on its



cost. There will be no adjustment if the change takes effect after the date required by the Contract for delivery of the Work.

4. GST or HST

The estimated GST or HST, if applicable, is included in the total estimated cost on page 1 of the Contract. The GST or HST is not included in the Contract Price but will be paid by Canada as provided in the Invoice Submission section above. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

5. Tax Withholding of 15 Percent

Pursuant to the *Income Tax Act*, 1985, c. 1 (5th Supp.) and the *Income Tax Regulations*, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is a non-resident unless the Contractor obtains a valid waiver. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

2035 13 (2010-01-11) Transportation Costs

If transportation costs are payable by Canada under the Contract and the Contractor makes the transportation arrangements, shipments must be made by the most direct and economical means consistent with normal shipping practice. The costs must be shown as a separate item on the invoice.

2035 14 (2010-01-11) Transportation Carriers' Liability

The federal government's policy of underwriting its own risks precludes payment of insurance or valuation charges for transportation beyond the point at which ownership of goods passes to the federal government (determined by the FOB point or Incoterms). Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

2035 15 (2008-05-12) Payment Period

1. Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section 16.
2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within fifteen (15) days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

2035 16 (2008-12-12) Interest on Overdue Accounts

1. For the purpose of this section:

"Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;



"Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

"date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;

an amount becomes "overdue" when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

2. Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable.
3. Canada will pay interest in accordance with this section only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.

2035 17 (2008-05-12) Compliance with Applicable Laws

1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.
2. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.

2035 18 (2008-05-12) Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

2035 19 (2008-05-12) Copyright

In this section, "Material" means anything that is created by the Contractor as part of the Work under the Contract, that is required by the Contract to be delivered to Canada and in which



copyright subsists. "Material" does not include anything created by the Contractor before the date of the Contract.

Copyright in the Material belongs to Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).

The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract. The Contractor must execute any conveyance and other documents relating to copyright in the Material as Canada may require.

The Contractor must provide at the request of Canada a written permanent waiver of moral rights, in a form acceptable to Canada, from every author that contributed to the Material. If the Contractor is the author of the Material, the Contractor permanently waives its moral rights in the Material.

2035 20 (2008-05-12) Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada under section 20. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

2035 21 (2008-05-12) Confidentiality

1. The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work when copyright or any other intellectual property rights in such information belongs to Canada under the Contract. The Contractor must not disclose any such information without the written permission of Canada. The Contractor may disclose to a subcontractor any information necessary to perform the subcontract as long as the subcontractor agrees to keep the information confidential and that it will be used only to perform the subcontract.
2. The Contractor agrees to use any information provided to the Contractor by or on behalf of Canada only for the purpose of the Contract. The Contractor acknowledges that all this information remains the property of Canada or the third party, as the case may be. Unless provided otherwise in the Contract, the Contractor must deliver to Canada all such information, together with every copy, draft, working paper and note that contains such information, upon completion or termination of the Contract or at such earlier time as Canada may require.
3. Subject to the *Access to Information Act*, R.S., 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada must not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.
4. The obligations of the Parties set out in this section do not apply to any information if the information:
 - (a) is publicly available from a source other than the other Party; or



(b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or

(c) is developed by a Party without use of the information of the other Party.

5. Wherever possible, the Contractor must mark or identify any proprietary information delivered to Canada under the Contract as "Property of (Contractor's name), permitted Government uses defined under National Research Council Canada (NRC) Contract No. (fill in Contract Number)". Canada will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
6. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Contractor must at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the PWGSC Industrial Security Manual and its supplements and any other instructions issued by Canada.
7. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED, by Canada, representatives of Canada are entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract. The Contractor must comply with, and ensure that any subcontractor complies with, all written instructions issued by Canada dealing with the material so identified, including any requirement that employees of the Contractor or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.
8. The Contractor consents in the case of a contract that has a value in excess of \$10,000.00 to the public disclosure of information – other than information described in any of paragraphs 20(1)a) to (d) of the Access to Information Act – relating to the contract.

2035 22 (2008-05-12) Government Property

1. All Government Property must be used by the Contractor solely for the purpose of the Contract and remains the property of Canada. The Contractor must maintain adequate accounting records of all Government Property and, whenever feasible, mark it as being the property of Canada.
2. The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.
3. All Government Property, unless it is installed or incorporated in the Work, must be returned to Canada on demand. All scrap and all waste materials, articles or things that are Government Property must, unless provided otherwise in the Contract, remain the property of Canada and must be disposed of only as directed by Canada.
4. At the time of completion of the Contract, and if requested by the Contracting Authority, the Contractor must provide to Canada an inventory of all Government Property relating to the Contract.

2035 23 (2008-05-12) Liability



The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

2035 24 (2008-05-12) Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
 - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement. "Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or



- (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
- (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

2035 25 (2008-05-12) Amendment and Waivers

1. To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.
2. While the Contractor may discuss any proposed modifications to the Work with other representatives of Canada, Canada will not be responsible for the cost of any modification unless it has been incorporated into the Contract in accordance with subsection 1.
3. A waiver will only be valid, binding or affect the rights of the Parties if it is made in writing by, in the case of a waiver by Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.
4. The waiver by a Party of a breach of any condition of the Contract will not be treated or interpreted as a waiver of any subsequent breach and therefore will not prevent that Party from enforcing of that term or condition in the case of a subsequent breach.

2035 26 (2008-05-12) Assignment

1. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

2035 27 (2008-05-12) Suspension of the Work

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to one hundred eighty (180) days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these one hundred eighty (180) days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section 28 or section 29.
2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.



3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

2035 28 (2008-05-12) Default by the Contractor

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the dissolution, liquidation or winding-up of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
4. Upon termination of the Contract under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work, not delivered and accepted before the termination and anything the Contractor has acquired or produced specifically to perform the Contract. In such a case, subject to the deduction of any claim that Canada may have against the Contractor arising under the Contract or out of the termination, Canada will pay or credit to the Contractor:
 - (a) the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
 - (b) the cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

The total amount paid by Canada under the Contract to the date of the termination and any amount payable under this subsection must not exceed the Contract Price.

5. Title to everything for which payment is made to the Contractor will, once payment is made, pass to Canada unless it already belongs to Canada under any other provision of the Contract.



6. If the Contract is terminated for default under subsection 1, but it is later determined that grounds did not exist for a termination for default, the notice will be considered a notice of termination for convenience issued under subsection 1 of section 29.

2035 29 (2008-05-12) Termination for Convenience

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor will be paid:
 - (a) on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
 - (b) the Cost to the Contractor plus a fair and reasonable profit for all work terminated by the termination notice before completion; and
 - (c) all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
3. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

2035 30 (2008-05-12) Accounts and Audit

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six (6) years after it receives the final payment under



the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

2035 31 (2008-05-12) Right of Set-off

Without restricting any right of set-off given by law, Canada may set-off against any amount payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or under any other current contract. Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set-off, may be retained by Canada.

2035 32 (2008-05-12) Notice

Any notice under the Contract must be in writing and may be delivered by and, courier, mail, facsimile or other electronic method that provides a paper record of the text of the notice. It must be sent to the Party for whom it is intended at the address stated in the Contract. Any notice will be effective on the day it is received at that address. Any notice to Canada must be delivered to the Contracting Authority.

2035 33 (2008-05-12) Conflict of Interest and Values and Ethics Codes for the Public Service

The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

2035 34 (2008-05-12) No Bribe or Conflict

1. The Contractor declares that no bribe, gift, benefit, or other Inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.
2. The Contractor must not influence, seek to influence or otherwise take part in a decision of Canada knowing that the decision might further its private interest. The Contractor must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Contractor must immediately declare it to the Contracting Authority.



3. The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract. In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to the Contracting Authority in writing.
4. If the Contracting Authority is of the opinion that a conflict exists as a result of the Contractor's disclosure or as a result of any other information brought to the Contracting Authority's attention, the Contracting Authority may require the Contractor to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Contractor, its personnel or subcontractors, which may or may appear to impair the ability of the Contractor to perform the Work diligently and independently.

2035 35 (2008-05-12) Survival

All the Parties' obligations of confidentiality, representations and warranties set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

2035 36 (2008-05-12) Severability

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

2035 37 (2008-05-12) Successors and Assigns

The Contract is to the benefit of and binds the successors and permitted assignees of Canada and of the Contractor.

2035 38 (2008-12-12) Contingency Fees

The Contractor certifies that it has not directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, 1985, c. 44 (4th Supplement).

2035 39 (2010-01-11) International Sanctions

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on



a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 29.

2035 40 (2008-05-12) Harassment in the Workplace

1. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the Policy on the Prevention and Resolution of Harassment in the Workplace, which is also applicable to the Contractor, is available on the Treasury Board Web site.
2. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

2035 41 (2008-05-12) Entire Agreement

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

**STANDARD INSTRUCTIONS AND CONDITIONS:
(APPLICABLE TO BID SOLICITATION)**

1. Submission of Bids

1.1 It is the Bidder's responsibility to:

- (a) return a signed original of the bid solicitation, duly completed, IN THE FORMAT REQUESTED;
- (b) direct its bid ONLY to the Bid Receiving address specified;
- (c) ensure that the Bidder's name, the bid solicitation reference number, and bid solicitation closing date and time are clearly visible;
- (d) provide a comprehensive and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.

Timely and correct delivery of bids to the specified bid delivery address is the sole responsibility of the Bidder. The National Research Council Canada (NRC) will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.

1.2 Bids may be accepted in whole or in part. The lowest or any bid will not necessarily be accepted. In the case of error in the extension of prices, the unit price will govern. NRC may enter into contract without negotiation.

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

1.4 Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation, unless otherwise indicated by NRC in such bid solicitation.

1.5 While NRC may enter into contract without negotiation, Canada reserves the right to negotiate with bidders on any procurement.

1.6 Notwithstanding the bid validity period stipulated in this solicitation, Canada reserves the right to seek an extension from all responsive bidders, within a minimum of three (3) days prior to the end of such period. Bidders shall have the option to either accept or reject the extension.

1.7 If the extension referred to above is accepted, in writing, by all those who submitted responsive bids, then Canada shall continue immediately with the evaluation of the bids and its approval processes.

1.8 If the extension referred to above is not accepted, in writing, by all those who submitted responsive bids then Canada shall, at its sole discretion: either continue to evaluate the responsive bids of those who have accepted the extension and seek the necessary approvals; or cancel the solicitation; or cancel and reissue the solicitation.

2. Late Bids

2.1 It is NRC policy to return, unopened, bids delivered after the stipulated bid solicitation closing date and time, unless they qualify as a delayed bid as described below.

3. Delayed Bids

3.1 A bid delivered to the specified Bid Receiving area after the closing date and time but before the contract award date may be considered, provided the delay can be proven to have been due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). The only pieces of evidence relating to a delay in the CPC system that are acceptable to NRC are:

- (a) CPC cancellation date stamp;
- (b) a CPC Priority Courier Bill of Lading; and
- (c) a CPC Xpresspost Label,

that clearly indicate that the bid was mailed prior to the bid closing date.

Example: If the bid closing date was May 15, 1995, then the CPC cancellation date stamp should read no later than May 14, 1995, to be accepted.

3.2 Please request the postal employee to date-stamp your envelope.

3.3 For bids transmitted by facsimile or commercial telegram, only the date and the time of receipt recorded by NRC at the Bid Receiving number stated in the bid solicitation will be accepted as evidence of a delayed bid.

3.4 Misrouting, traffic volume, weather disturbances, or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by NRC.

4. Postage Meters

4.1 Postage meter imprints, whether imprinted by the Supplier, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing. It should be noted that CPC does not normally apply a cancellation date stamp to metered mail; this is usually done only when postage stamps are used.

5. Customs Clearance

6.1 It is the responsibility of the Bidder to allow sufficient time to obtain customs clearance, where required, before the scheduled bid closing date and time. Delays related to the

obtaining of customs clearance cannot be construed as "undue delay in the mail" and will not be accepted under the Late Bids Policy.

For further information, please contact the Contracting Authority identified in the bid solicitation.

bid instructions_rfp.doc

National Defence Security Orders and Directives

Chapter 8: Industrial and Contract Security



Department of National Defence and Canadian Armed Forces

Date of Issue: 2015-06-08

Supersession:

- National Defence Security Policy
- National Defence Security Instructions
- Defence Security Manual

DND and CAF policies, directives and standards relevant to this chapter of the NDSODs:

- DAOD 2006-0 Defence Security

Date of Last Update and Section(s) Updated:

2016-05-03 – Major amendments

- Annexes D to G added. They were moved out of Chapter 4: Personnel Security

2016-06-06 – Minor amendment

- Update to Caveat

2017-09-11, Consequential Changes

- Added to SDA in a non DND establishment (para 8.20)
- Addition to Table 1: Commander Canadian Forces Intelligence Command and Chief of Defence Intelligence;
- Update to Table 2: Security Process for Contracts, Step 4, fixed contradiction between French and English versions
- Update to Table 3: Access Requirements for High Security Zones and SCIFs
- Update hyperlink for SRCL checklist (para 8.36)
- Revisions to Annex E, para. 8.99.b, Access to DND and CAF property re one time visits
- Clarified Annex C, para 8.61, re foreign information
- Implementation of new Navigation System affecting headers, footers and all para numbers



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Section 1: General

These National Defence Security Orders and Directives (NDSOD) are issued under the authority of the Director General Defence Security (DGDS) for the Department of National Defence (DND) and the Canadian Armed Forces (CAF). The NDSOD are intended for use only by DND and the CAF and are not for distribution to the public. The NDSOD can be, on an as required basis, shared with contractors who have entered into a contract with DND or the CAF and require access at any point in the contracting process. Only the relevant portions of the NDSOD are to be disclosed.

Any inquiries concerning the security and proper handling of the NDSOD are to be sent to Director Defence Security Policy, Training and Awareness at DND.DGDS Policies-DGSD Politiques.MDN@forces.gc.ca.

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Application

8.1 The National Defence Security Orders and Directives (NDSOD) apply to the conduct of the activities and operations of both DND and the CAF. They are directives that apply to the employees of the Department of National Defence (DND employees) and orders that apply to officers and non-commissioned members of the Canadian Armed Forces (CAF members).

Context

8.2 The Department of National Defence enters into contracts with industry for both DND and the CAF, for the acquisition of goods, services, construction, and leases. For the purposes of this chapter, a contract is an agreement (from definition of requirements to closure) between a procurement authority and a contracting authority, and a person or firm, to provide a good, perform a service, construct a work, or to lease real property for appropriate consideration.

8.3 In many cases a single organization will be both the procurement and the contracting authority. The Director General Defence Security (DGDS) is required to ensure that security requirements are appropriately identified, implemented, and monitored for DND contracts with industry. This chapter focuses on what must be in place in order to ensure security is incorporated into all industrial contracts.

 **Note:** Industrial and contract security is the application of protective measures and procedures to prevent, detect and recover from the loss or compromise of sensitive information handled by industry in contracts.

Objectives, Requirements and Expected Results

Objectives

8.4 The objectives of this chapter are to ensure that:

- a. DND contracts are provided with the appropriate level of protection through the integration of security measures during all phases of their life cycles;
- b. security requirements are consistently and accurately identified, formally documented, addressed and monitored for all contracts for goods, services, construction and leases;



- c. all persons who will have access to sensitive DND or CAF information, assets or resources must be security screened at the appropriate level before the commencement of their duties;
- d. protected and classified information, assets and resources entrusted to, or developed by contractors and organizations under contract to DND or the CAF, are safeguarded in accordance with applicable legislations, regulations and policies;
- e. the end state of the overall security of a contract is clearly identified; and
- f. the residual risk is formally accepted by the appropriate authority (see [Chapter: 3 Security Risk Management](#)).

Requirements

8.5 Security requirements must form part of the contract between DND and the contractor for all contracts for goods, services, construction, and leases. These security requirements apply but are not limited to construction and materiel projects, professional services contracts, and facility maintenance contracts.

8.6 All DND employees and CAF members must identify and apply security measures to contracts during all phases of their implementation to ensure that DND and CAF information, assets and resources entrusted to, or developed by contractors or organizations, are safeguarded according to DND and the CAF standards.

8.7 Changes to the minimum baseline security measures prescribed in these Security Orders and Directives must be implemented using a formal security risk management process (see [Chapter: 3 Security Risk Management](#)). In instances where an organization is unable to comply with the baseline standards, written authorization (a waiver) for any deviation must be obtained from DGDS.

Expected Results

8.8 The expected results of this chapter are that:

- a. DND and the CAF implement security within all phases of applicable contracts for goods, services, construction, and leases;
- b. the established DND and CAF security risk management process is consistently and correctly applied and followed in DND contracts as prescribed in these Security Orders and Directives;
- c. DND or CAF protected or classified information, assets and resources held or accessed by contractors or other organizations are safeguarded in accordance with these Security Orders and Directives; and
- d. the residual risk, if present, is accepted by the appropriate authorities.

Contract Security Process

8.9 It is critical that security requirements are determined and assessed at the beginning, during the identification phase and reassessed throughout all phases of the contract. Failure to do so often results in increased security risks and costs, wasted resources and incurred delays. It is imperative that local security advisors (e.g. the Information Systems Security Officer (ISSO), the Unit Security Supervisor (USS), the Military Police (MP), etc.) are consulted in order to

ensure that security requirements are well defined. If further clarification and direction is required, the Regional Departmental Security Officers (RDSOs) or as applicable, Director Information Management Security (DIM Secur), the National Special Centre (NSC), the Controlled Technology Access and Transfer (CTAT) Office, or DGDS may be consulted. To manage the security process applicable to all projects and all such resulting contracts, one should follow the steps identified in Annex A, [Table 2: Security Process for Contracts](#).

8.10 The security process for contracts sets out the major activities that are essential for contract security. These are the completion of a Security Identification Document (SID), a project Threat and Risk Assessment (TRA), a Security Requirement Check List (SRCL) and a Visit Clearance Request (VCR). To assist with the security screening requirements, Annex A, [Table 3: Minimum Security Levels for Contract Activities](#) contains the minimum security levels for various activities relating to contracting.

8.11 The Requirement Owner is the administrative body responsible to identify contract requirements including security requirements. The Requirement Owner is also responsible for ensuring that all contracts have a current and detailed TRA. The format and scope of the TRA are not strictly defined. This is to allow for flexibility so that the TRA may meet the needs of each contract. In general, TRA producers should consider the security risks throughout the life of the contract starting from the identification of a deliverable, following through the life of the deliverable and, when applicable, including the destruction of the material or information produced by the contract.

 **Note:** The Requirement Owner in contracting security is the person or organization that owns the requirements.

8.12 A local baseline TRA may be used in place of a contract specific TRA in situations where the scope of the contract risks are covered by the baseline TRA. When the baseline TRA is used it is recommended that the local RDSO be consulted. More detail on TRAs can be found in [Chapter 3: Security Risk Management](#) of these Security Orders and Directives.

Security Identification Document (SID)

8.13 The SID is a DGDS template that will assist contract authorities and project managers in the completion of the TRAs and Security Requirement Check Lists (SRCLs) and inform DGDS on security requirements for contracts. Part A of the SID is to be completed for contracts that involve contractor access to special rooms in a security zone, a high security zone or secret and higher classified information or assets. Part B of the SID is to be completed for contracts that will require contractor access to DND and CAF Information System (IS) or where contractor facilities will be processing electronic data or sending data to DND or CAF electronically. In addition, Part B of the SID is to be completed for each contractor's facility and for each contractor involved in a contract. On completion, the SID is to be sent to DGDS Industrial Security. Industrial Security staff will review the SID and determine the extent of their involvement in the contract. The SID template is found at [Annex B: Security Identification Document \(SID\)](#).

 **Note:** For more information on contracting of Controlled Goods, DND employees and CAF members should consult [DAOD 3003-1, Management, Security and Access Requirements Relating to Controlled Goods](#), Protective Measures Table for Unclassified Controlled Goods.

Security Requirement Check List (SRCL)

8.14 The SRCL is a Treasury Board (TB) form that is used to define the security requirements associated with **all** contracts. The SRCL ensures that the appropriate security clauses are identified by the Contracting Authority (CA) so they may be incorporated into the contract, thereby legally binding the contractor to meet the contract's security requirements. The SRCL must accompany all contractual documents, including subcontracts that contain security requirements. Guidance on completion of the SRCL is contained in [Annex C: Security Requirements Check List Instructions](#).

8.15 For contracts where there are Information Technology (IT) dependencies or implications, the IT security requirement document is to be completed. This document outlines specific IT security requirements that the contractor will need to satisfy in order to be able to process DND and CAF protected, classified or sensitive electronic information. Guidance on the completion of the IT security requirement document is available on the [DIM Secur website](#).

8.16 The SRCL is to be completed and signed by the Requirement Owner. The SRCL must be forwarded with applicable contractual documentation to the Organization Security Authority DGDS SRCL Section (+SRCL@VCDS DGDS@Ottawa-Hull). Once verified, DGDS sends the SRCL to the Contracting Security Authority (Public Services and Procurement Canada (PSPC) Canadian Industrial Security Directorate (CISD) for verification and to define the appropriate security clauses that must be included in any subsequent contract.

8.17 If it is determined that there are no security requirements involved with a contract, the Requirement Owner is to sign the SRCL. In this case, there is no requirement to send the SRCL to DGDS for signature; however, a signed copy of the SRCL must be retained on the contract file.

Contractor Security Screening

8.18 Contractors who will need access to or who will retain controlled goods, protected or classified information, assets or resources, must be cleared as follows:

- a. contractors must be screened to safeguard the highest level of information and asset to be retained, meaning:
 - i. Designated Organization Screening (DOS) for contracts at the protected level only; and
 - ii. Facility Security Clearance (FSC) for contracts at the protected or classified levels;
- b. contractors who will electronically process protected or classified information must have an approved IT processing capability commensurate with the security classification level of the information to be processed, and must be cleared to the level commensurate with the information or asset to be accessed; and
- c. contractors accessing controlled goods must be registered with the PSPC [Controlled Goods Program](#) or exempt from such registration.

8.19 In order to ensure that the contractors and their personnel have the appropriate security screening level in time for the commencement of work or services, time must be built into the contract to allow for the screening process to be completed.



Note: Registration with the PSPC Controlled Goods Program is legally required for any person examining, possessing or transferring controlled goods. For more information, DND employees and CAF members should consult DAOD 3003-1, Management, Security and Access Requirements Relating to Controlled Goods, Protective Measures Table for Unclassified Controlled Goods.

Sensitive Discussion Area in a non-DND Establishment.

8.20 When a Sensitive Discussion Area (SDA) is located in a contractor's facility, Public Services and Procurement Canada (PSPC) is responsible for its accreditation. When this SDA is used to safeguard Government of Canada information, the design, construction and contractor clearance requirements are to be in accordance with these Security Orders and Directives. The local Military Police security section can provide assistance in an advisory capacity; however, a contractor's SDA does not fall within their core mandate.

Inability to Meet Security Requirements

8.21 In instances where contracted personnel do not meet the personnel screening level to enter an operations zone but their security clearance is in the pending state with PSPC, the CO, or senior manager may accept the risk and allow the contractors access, under positive control, to the operations zone. The state of the clearance may be obtained by contacting [PSPC - Contract Security Program](#). Instances of risk mitigation must be coordinated with the RDSO and recorded in a local security risk register for audit and trend analysis purposes. The register must include the date that the contractor's clearance was finally issued.

8.22 For all other instances not covered, the Requirement Owner must not assume risk when that decision reduces the security posture below the minimum security standard as defined in these Security Orders and Directives. In these instances, the Requirement Owner will prepare the Risk Mitigation Plan Template (see the Risk Mitigation Plan Template). This is a strategic form and must include the situation, the security requirements that cannot be met, the operational impact, and the mitigating measures to minimize risk. The risk mitigation plan form and the associated SRCL must be sent to the appropriate RDSO to initiate the approval process.

Use of Escorts

8.23 Escorts for contractors who do not meet the required security screening level for site access may be approved by DGDS for special circumstances, but not as a recurring security mitigation strategy. In the use of escorts, it is important to note that:

- a. escorts are not to be used for work on the inside of a Sensitive Compartmented Information Facility (SCIF) without obtaining approval from the [National Special Centre](#) (NSC) and DGDS;
- b. escorts are not to be used to allow non-screened contractors access to security or high security zones, including SCIFs and SDAs. However, escorts can be used to enhance the security for work being completed by screened contractors;
- c. for the occasions where contractors are required to do work in an operational zone where they do not have the appropriate security screening, the use of escorts may be requested following the process identified above in [8.22](#). However, to do so the contractor must have started the security screening process with the PSPC Contract Security Program and must continue to complete the process;

- d. for emergency repairs, meaning unplanned repairs generally lasting less than one week, escorts may be authorized by the organization construction engineering officer or equivalent authority with coordination with local military police and RDSOs; and
- e. persons requiring access to an operation zone in support of a future contract with DND who are not screened to the appropriate level may be granted access, under positive control, for the required pre-contract visits.

Verifications

8.24 DGDS may conduct compliance visits to verify that the approved risk mitigation measures are being implemented as specified and actual practice complies with these Security Orders and Directives. For further details on compliance, refer to [Chapter 2: Oversight and Compliance](#) (Framework on Security Compliance).

Visit Clearance Requests (VCR)

8.25 The proper staffing of the VCR will ensure compliance and reduce the risk of non-legitimate individuals or organizations having access to Defence sensitive organizations and assets. For details on the VCR refer to [Annex E: Canadian Industry Visits to Defence Establishments](#).

8.26 It is the responsibility of the DND OPI (e.g. the Requirement Owner or the project authority) and the appropriate Unit Security Supervisor (USS) to manage the security aspects associated with the contract as well as the visit requirements for contractor personnel to a DND facility. Therefore, the DND OPI is to ensure that access to information, assets and resources, as well as secure areas and sites, is restricted to those individuals who have a need-to-know or a need-to-access. The DND OPI must also ensure such access corresponds to the security level indicated for each individual listed on the visit approval. The DND OPI is responsible for arranging the required access and passes and to advise all visit points (must include the appropriate USS) of the details of the visit (date, time, location, etc.).

Obtaining Security Services

8.27 Refer to [Annex D: Obtaining Security Services from other Organizations](#) for information on contracting civilian security services that perform a direct security function, such as access control, traffic control, visitors' escort, security patrols, etc.

Roles and Responsibilities

Table 1: Roles and Responsibilities

The...	is or are responsible for...
Director General Defence Security	<ul style="list-style-type: none"> ▪ providing security advice on contracts and contractual arrangements for goods, services, construction, and leases; ▪ providing security oversight and compliance for contracts for goods, services, construction, and leases; ▪ reporting to VCDS on any significant security risk associated with any contract; ▪ signing as the Organizational Security Authority for the SRCL; and ▪ coordinating the VCR program for contracts.
Assistant Deputy Minister (Infrastructure and Environment)	<ul style="list-style-type: none"> ▪ ensuring that these Security Orders and Directives are followed in all Real Property (RP) contracts; and ▪ implementing policy and procedures outlining how security will be addressed in RP contracting activities performed in DND.
Assistant Deputy Minister (Materiel)	<ul style="list-style-type: none"> ▪ procurement and contracting for the Department of National Defence; and ▪ supporting compliance with defence trade controls (International Traffic in Arms Regulation (ITAR)) and the PSPC administered controlled goods program for DND.
Assistant Deputy Minister (Information Management)	<ul style="list-style-type: none"> ▪ reviewing and recommending the approval of SRCLs with IT security requirements; and ▪ outlining IT security policy and procedures for all IT acquisitions and contracting activities.
Commander Canadian Forces Intelligence Command and Chief of Defence Intelligence	<ul style="list-style-type: none"> ▪ ensuring the application of secure access control and handling systems of sensitive compartmented information (SCI) and materials within DND (such as Talent Keyhole and Special Intelligence); ▪ overseeing the proper use of sensitive compartmented information facilities (SCIFs); and ▪ enforcing, on behalf of the Canadian Security Establishment (CSE), the Canadian SIGINT Security Standards within DND.
Canadian Forces Military Police Group	<ul style="list-style-type: none"> ▪ supporting DND and CAF security in the provision of security advice on contracts for goods, services, construction, and leases; and ▪ providing advice on the use of contracted security services to the contracting authority.
Level 1s	<ul style="list-style-type: none"> ▪ advising DGDS of new project ideas by submitting SID documents to DGDS; ▪ identifying Organizational Authorities and ensuring that they are aware of the contract security process and the responsible organizations; ▪ ensuring that the identified security risk mitigation procedures are enforced, managing the implementation of the security measures identified within the Security Guide that is attached to the contract; ▪ submitting an SRCL when a contractor will have access to controlled goods, protected or classified information, assets, resources or facilities in the performance of their work; ▪ ensuring that VCRs are submitted as required; ▪ ensuring that security requirements have been identified throughout the contract process; and

The...	is or are responsible for...
	<ul style="list-style-type: none"> ▪ ensuring that the security risk mitigation procedures identified within the Security Guide attached to the contract are implemented and enforced.
<p>Commanding Officers, Managers and Supervisors at all levels</p>	<ul style="list-style-type: none"> ▪ identifying security requirements for information, assets and resources with respect to contracts for goods, services, construction, and leases.
<p>Procurement and Contracting Authority</p>	<ul style="list-style-type: none"> ▪ ensuring that the necessary security requirements to safeguard government information, assets, resources and information systems are addressed in the terms and conditions of a contract; ▪ ensuring that contractors and their personnel requiring access to protected and classified information, assets, and resources have the required security screening or clearance; and ▪ ensuring that DGDS is advised when contractors have to be removed from a contract for any security related reasons or issues. This is to be done via an email sent to DGDS Industrial Security Staff: +Industrial.Security@VCDS.DGDS@Ottawa-Hull. <p>Note: Depending on the level of the delegation, the appropriate Contracting Authority (CA) could be DND or PSPC.</p>

 **Note:** Public Services and Procurement Canada (PSPC) administers the Contract Security Program and manages the Controlled Goods Program for the Government of Canada. As such, PSPC is responsible for screening industry organizations and their employees (e.g. Designated Organization Security, Facility Security Clearance and Document Safeguarding), providing contractual clauses through the Security Requirements Check List (SRCL) process and providing verification of Security Screening levels and the need to know via the VCR process. In some DND contracts, PSPC will serve as the contracting authority in which case the Assistant Deputy Minister (Materiel) (ADM (Mat)) would serve as the procurement authority. This will occur, for example, when the contract is above a certain dollar value.

References

External References

[Policy on Government Security](#)

[Project Complexity and Risk Assessment Tool](#)

[PSPC, Industrial Security Manual](#)

[PSPC, Contract Security Program](#)

[Security and Contracting Management Standard](#)

[Security Requirements Check List](#)

Internal References

[DAOD 3003-0, Controlled Goods](#)

[DAOD 3003-1, Management, Security, and Access Requirements Relating to Controlled Goods](#)

[DAOD 3016-0, National Security Exception Under Trade Agreements](#)

[DAOD 6003-0, Information Technology Security](#)

[DAOD 6003-2, Information Technology Security Risk Management](#)

[Procurement Administration Manual](#)

[Project Approval Directive](#)

Enquiries

8.28 Any enquiries on this chapter are to be addressed to the Director General Defence Security Policy Section at DND.DGDSPolicies-DGSDPolitiques.MDN@forces.gc.ca.

Definitions

8.29 All definitions can be found in the glossary to the [NDSOD Glossary](#).

Annex A: Contract Security Process Aids

Introduction

8.30 The steps outlined in the table below provide guidance during the process of implementing security in contracts. Due to the diversity of contract requirements, not all steps may apply to each case. Specific inquiries on this process can be directed to DGDS Industrial Security Staff ([+Industrial Security@VCDS DGDS@Ottawa-Hull](mailto:+IndustrialSecurity@VCDS DGDS@Ottawa-Hull)).

Table 2: Security Process for Contracts

Step	Action	Schedule	Responsibilities
1	Development of a Security Identification Document (SID) is required if the contract deals with controlled goods, sensitive information and any activities that are within, or will be functioning within, a security zone or a high security zone	<ul style="list-style-type: none"> The completion of the SID should assist with the definition of contract requirements and with the completion of other contract and project documents such as the Project Brief (ID) Must be revised prior to any major change to the Statement of Requirements (SOR) 	<ul style="list-style-type: none"> Security Identification Document (Annex B: Security Identification Document (SID))
2	Determine relevant security authority for the contract, and conduct a Threat and Risk Assessment (TRA)	<ul style="list-style-type: none"> Determined during identification 	<ul style="list-style-type: none"> Local TRA authority
3	Assess whether to establish a Project Security Working Group (SWG)	<ul style="list-style-type: none"> Dependent on contract activities Early assessment of security issues will benefit the contract 	<ul style="list-style-type: none"> DGDS
4	Determine the Information System security requirements	<ul style="list-style-type: none"> Determined during identification of contract or project requirements or as required 	<ul style="list-style-type: none"> DIM Secur and regional or local Information System Security Officer (ISSO)
5	Assess the need for secure contract communications	<ul style="list-style-type: none"> Determined when identifying contract or project requirements Requirement will need to be reconsidered as contract participants and activities change 	<ul style="list-style-type: none"> DGDS DIM Secur
6	Assess the requirement for any contractors to obtain security clearances or sponsorship with Public Services and Procurement Canada (PSPC) if the company is not already registered	<ul style="list-style-type: none"> Assessed well in advance of the tendering process 	<ul style="list-style-type: none"> DGDS

Step	Action	Schedule	Responsibilities
7	Assess PSPC Controlled Goods Program's registration requirements for firms and contractors if controlled goods are involved	<ul style="list-style-type: none"> Assessed well in advance of the release of any controlled goods to contractors 	<ul style="list-style-type: none"> CTAT Office
8	Assess foreign authorization requirements such as International Traffic in Arms Regulations (ITAR) or Export Administration Regulations (EAR)	<ul style="list-style-type: none"> Assessed well in advance to permit sufficient time to receive foreign authorizations prior to industry briefings and RFPs (Request for Proposals) 	<ul style="list-style-type: none"> CTAT Office
9	Develop a Security Requirements Check List (SRCL) and IT Security Requirement Document (when applicable)	<ul style="list-style-type: none"> Assessed well in advance of the tendering process 	<ul style="list-style-type: none"> DGDS DIM Secur PSPC
10	Develop a Contract Security Requirements Document utilizing information from the TRA in order to deliver to the contractor as part of the SOW	<ul style="list-style-type: none"> Contract Security Requirements Document is created following identification This will be delivered once the bidding process is completed and the contract has been signed 	<ul style="list-style-type: none"> Defence Risk Management Framework for Security Aide-Memoire
11	Assess security requirements to be included in any Invitation to Register interest	<ul style="list-style-type: none"> Assessed well in advance of the release of the invitation Assess whether to issue an Advanced Procurement Notice (APN) with SRCL to allow contractors to begin security clearance process 	<ul style="list-style-type: none"> DGDS Contracting Authority Procurement Authority
12	Assess security requirements for any Industry Briefing	<ul style="list-style-type: none"> Assessed well in advance of the conduct of an Industry Briefing 	<ul style="list-style-type: none"> DGDS Contracting Authority
13	Assess security requirements to be included in any request documentation (RFP), Request for Quotation, Request for Tender, etc.	<ul style="list-style-type: none"> Assessed well in advance of the release of any request documentation 	<ul style="list-style-type: none"> DGDS Contracting Authority Procurement Authority ADM(Mat) DND Contract Officer

Step	Action	Schedule	Responsibilities
14	Assess security requirements to be included in any contract documents	<ul style="list-style-type: none"> Assessed prior to contract signature 	<ul style="list-style-type: none"> Contracting Authority DND Procurement Officer
15	Review contractors' Security Implementation Plan	<ul style="list-style-type: none"> The contractor will produce their own Security Implementation Plan as a result of the Contract Security Requirements Document 	<ul style="list-style-type: none"> DGDS

8.31 The table below identifies the minimum acceptable level for security screening of contractors. When granting access to enter areas, it is important to restrict the access to the information contained within, in accordance with [Chapter 6: Security of Information](#) and the [Security of Information Standards](#). The access to sensitive information must always be limited to individuals holding the appropriate security screening level and who have demonstrated the need-to-know.

Table 3: Minimum Security Levels for Contract Activities

Task/Requirement	Security Screening Level	
Access Operations Zone	Logistics activities (shipping, receiving, waste removal, etc.)	Nil with positive control
	Transit through (no work)	Nil with positive control
	Pre-contract visits	Nil with positive control
	All other contract activities	Reliability
Access to Security Zones	Secret	
Access to High Security Zones	Secret with a TS cleared escort	
Access to a Sensitive Compartmented Information Facility (SCIF)	Secret with a TS SCI cleared escort	
Embedded contractors accessing controlled goods at a DND or CAF facility	Secret	
Construction of a facility where the end use will be an Operations Zone	Reliability	
Construction of a facility where the end use will be a Security Zone with no Special Rooms	Reliability	
Design and construction of a facility where the end use will be a Security Zone with a Secure Discussion Area (SDA)	Secret	
Design of an Arms Storage Room, Secure Communication Room or a Secure Storage Room including the electronic security systems	Secret	

Task/Requirement	Security Screening Level
Design and construction of an Arms Storage Room, Secure Communication Room or a Secure Storage Room less the electronic security systems	Reliability
Design and construction of a facility where the end use will include a high security zone or a Sensitive Compartmented Information Facility (SCIF)	Secret
Handling or shipment of small arms, explosive or classified equipment	Secret
Involvement with the design and installation of any element of a RED Distribution System (RDS)	Secret
Design and installation of an electronic security system, which includes the intrusion alarm, access control and surveillance systems (Protected Systems)	Reliability
Design and installation of an electronic security system, which includes the intrusion alarm, access control and surveillance systems (Classified Systems)	Secret
Design and installation of an electronic security system, which includes the intrusion alarm, access control and surveillance systems (Arms Storage)	Secret

Annex B: Security Identification Document (SID)

Security Identification Document Form

8.32 Parts A and B of the Security Identification Document Form can be found in the [Defence Forms Catalogue](#): Part A DND 4133-E and Part B DND 4134-E.

Part A

8.33 Part A of the SID is to be completed for projects or contracts that involve contractor access to special rooms in a security zone; a high security zone; or secret and higher classified information, assets and resources. The SID is a living document and should be updated as more information becomes available. The SID (Part A) is to be submitted by the Project Manager or Contracting Authority to DGDS – Industrial Security (+Industrial.Security@VCDS DGDS@Ottawa-Hull).

Part B

8.34 Part B of the SID is to be completed for projects or contracts that will require contractor access to the DND or the CAF Information System (IS) or where contractor facilities will be processing electronic data or sending data to DND or the CAF via electronic means. In addition, Part B of the SID is to be completed for each contractor's facility and for each contractor involved in a contract.

8.35 The Information Systems Supplement to the SID (Part B) is to be submitted by the Project Manager or Contracting Authority to Director General Defensive Security – Industrial Security (+Industrial.Security@VCDS DGDS@Ottawa-Hull).

Annex C: Security Requirements Check List Instructions

Introduction

- 8.36** The [Security Requirements Check List](#) (SRCL) is a Treasury Board (TB) form that must be used to define the security requirements associated with a contract.
- 8.37** The SRCL must accompany all contracts and subcontracts. The SRCL also applies to call-ups against standing offers and supply arrangements.
- 8.38** The SRCL and IT security requirement document (when applicable) ensures the appropriate security clauses are incorporated in a contract by the PSPC, Canadian Industrial Security Directorate (CISD), thereby legally binding the contractor to ensure the security requirements are met. If these are not included, the contractor may have no legal obligation to safeguard the DND or CAF information, assets and resources entrusted to them.
- 8.39** An SRCL is required for all contracts. In addition to the SRCL, an IT security requirement document may be required when applicable.

Process

- 8.40** The SRCL and IT security requirement document (when applicable) is to be completed and signed by the Requirement Owner. Refer to [Appendix 1: Aide Memoire to SRCL Completion](#) below for completion details concerning the SRCL. For completion details for the IT Security Document refer to the [DIM Secur website](#).

 **Note:** The SRCL is to be forwarded with applicable contractual documentation to DGDS Industrial Security Section for approval to the positional mailbox +SRCL@VCDS DGDS@Ottawa-Hull.

- 8.41** DGDS Industrial Security Section will staff the SRCL to PSPC CISD for verification of document completion and drafting of the security clauses to be included in the contract. The SRCL and associated security clauses identify to the contractor what security requirements are associated with the bid solicitation and subsequent contract, and form part of a legally binding obligation under the contract.
- 8.42** An SRCL is always required and must be documented in the contract file. When there are no security requirements involved with the contract, a copy of the completed SRCL must still be retained in the contract file.

Inability to Meet Security Requirements

- 8.43** In the event that the identified security requirements cannot be met, the Requirement Owner must not assume risk when that decision reduces the security posture below the minimum security standard as defined in these Orders and Directives. In these instances, the Requirement Owner will prepare a Risk Mitigation Plan form at Annex C, [Risk Mitigation Plan Template](#).
- 8.44** The risk mitigation process is discussed in [Chapter 3: Security Risk Management](#). This plan must include the situation, the security requirements that cannot be met, the operational impact, and the mitigating measures to maintain a LOW risk. The risk mitigation plan form must be sent to the Regional Departmental Security Officer (RDSO) to initiate the approval process.

Verifications

8.45 DGDS may conduct visits to verify that the approved risk mitigation measures are being implemented as specified and actual practice complies with security policy.

Risk Mitigation Plan Template

8.46 This form and associated SRCL (if available) are to be sent to the appropriate RDSO.

- a. A template of the Risk Mitigation Plan is available in the [Defence Forms Catalogue](#), Form DND 4135.

Aide Memoire to SRCL Completion

8.47 See [Appendix 1: Aide Memoire to SRCL Completion](#).

Appendix 1: Aide Memoire to SRCL Completion

Introduction

The following aide memoire will assist in the completion of the SRCL ([TBS/SCT 350-103](#)). Although there are a variety of possible scenarios that may be encountered, a basic definition of each block appears below.

 **Note:** Questions or concerns relating to this process may be directed to +SRCL@VCDS DGDS@Ottawa-Hull.

Part A

8.48 BLOCK 1: DND

8.49 BLOCK 2: Directorate (e.g. VCDS/DGDS/DDSO)

8.50 BLOCK 3(a): Ignore – only for use by Prime for sub contracts

8.51 BLOCK 3(b): Ignore – only for use by Prime for sub contracts

8.52 BLOCK 4: Brief summary of work to be performed

8.53 BLOCK 5(a): The Controlled Goods Program managed by PSPC ensures the safeguarding of information, assets and resources (controlled goods) that have been modified for military use. Some controlled goods are classified while others are unclassified. For the purpose of this document the following applies primarily to unclassified controlled goods, in accordance with the requirements of [DAOD 3003-1](#).

- a. If the contracted individuals will be embedded, block **5(a)** must be checked “YES”. The company **must** be registered in the PSPC Controlled Goods Program and the contracted individuals must hold a Secret security clearance.

 **Note:** An embedded contractor is an individual whose organization is under contract with the Department of National Defence (DND), has a need to access controlled goods and performs the totality of their contracted work within a DND establishment (a facility under the control of DND and where DND has authority and responsibility for security), whether on a full-time or part-time basis (i.e. no contracted work is performed off-site). The term “embedded contractor” refers to the individual physically working in a DND facility; not the organization employing or contracting the services of that individual. An embedded contractor can not discuss their work with their employer and must sign an embedded contractor [acknowledgement letter](#) to that effect.

- b. If the contracted individuals will perform 100% of their work at DND but will not require access to controlled goods, they are not embedded and **Block 5(a)** will be checked “NO”.

 **Note:** If the contracted individual(s) performs the work at their own facility and require access to unclassified controlled goods (no access to protected/classified information), NO SRCL is required **but** they **must** be registered in PSPC’s Controlled Goods Program. For further information on controlled goods or for questions regarding what information/assets are controlled, please consult the [Controlled Technology Access and Transfer](#) (CTAT) website.



8.54 BLOCK 5(b): Unclassified Military Data differs somewhat from the Controlled Goods programme. Contractors must be registered in the Joint Certification Program. Questions regarding this program should be directed to the [DGIIP](#) website.

8.55 BLOCK 6(a): If the contractor will require access to information that is Protected or Classified, this block must be checked “YES”.

8.56 BLOCK 6(b): This block must be marked “YES” if the contractor will be required to work in areas that may have access restrictions (require a clearance for access) but will **not** require access to any Protected or Classified information (e.g. Tarmac areas of airfields, Restricted rooms or areas at an organization).

 **Note:** Access to DND organizations requires as a minimum that the contractor holds the appropriate Security Clearance and that the DND establishment or facility has appropriate positive control measures in place for said contractor, such as identification or access badges, etc. In all instances, the minimum security requirements as detailed in this chapter must be met; however, more stringent requirements can be put in place.

8.57 BLOCK 6(c): This block refers to in-town couriers (e.g. bike couriers, hand messengers). These companies are not cleared to safeguard Protected or Classified information therefore overnight storage is not permitted. The package must be returned to the originator if it is undeliverable.

8.58 BLOCK 7(a): All types of information to which contractors will have access must be listed here (Canadian, NATO, Foreign).

8.59 BLOCK 7(b): This block refers to the citizenship of the personnel performing the work on the contract. See Note 1 at the end of this aide memoire if the contract is restricted to Canadian citizens only. The sharing of some information is outlined in specific MOU between countries. The PA must verify what restrictions apply.

- a. “No release restrictions” – citizenship does not matter provided personnel hold the requisite clearance;
- b. “Not releasable” – only Canadian citizens may perform the work; and
- c. “Restricted to” – list the countries whose citizens may perform the work.

NATO Information

8.60 Not all NATO information is releasable to every NATO country therefore restrictions with regard to citizenship of contractor personnel performing the work would be indicated under “Restricted to”. See [Chapter 6: Security of Information](#) for more details.

Foreign Information

8.61 “No Release Restrictions” – Foreign information may have restrictions regarding the citizenship of the personnel who are permitted to access the information. Please ensure that the information you release to a contractor has no such restrictions (e.g. “Canadian Eyes Only”, “Restricted to”, “Release to”, etc.). Some information may have been approved for release only to citizens of specific countries. You would list these countries here, under Block 7(b).

8.62 BLOCK 7(c): For each country’s information to be released to the contractor indicate the levels. Please indicate **all** levels and not just the highest level. Other countries do not use the

“PROTECTED” designation. Under NATO and Foreign information you would normally check PROTECTED A or B to identify foreign RESTRICTED information. CISD will ensure that the appropriate equivalency is conveyed to the contractor for both access and safeguarding requirements. A requirement for access to NATO classified or Foreign classified will trigger a Foreign Ownership Control and Influence (FOCI) evaluation of the company. This evaluation must be completed before you can allow a contractor access to any classified information or assets.

8.63 BLOCK 8: COMSEC information has certain restrictions concerning release and safeguarding therefore you must indicate “YES” and list all the levels (e.g. Secret). If the answer to this block is YES, Notes 1 and 3 at the end of this aide memoire apply. A requirement for access to COMSEC information will trigger a FOCI evaluation of the company.

8.64 BLOCK 9: INFOSEC is a special category of classified Communications Electronic Security (COMSEC) information. Access to INFOSEC will trigger a FOCI evaluation of the company.

Part B

8.65 BLOCK 10(a): In this block you must indicate the levels of clearance required by the contractor. Multiple levels can be selected if the work can be separated by categorization (e.g. certain work is only Protected A, other work is Secret), then each contractor must hold a clearance commensurate with the information to be accessed. If the work cannot be separated in this manner, the contractor must have a security clearance commensurate with the highest level of information to be accessed.

8.66 BLOCK 10(b): Unscreened personnel are permitted to work on unclassified portions of the contract. Access beyond a reception or public zone is not permitted without the appropriate security clearance level which for an operations zone is Reliability, for a Security Zone is Secret and for a High Security zone is Top Secret. If contractor personnel are working off site and will not have access to any Classified or Protected information assets and resources then 10b would be answered YES and then NO for the second question.

Part C

8.67 BLOCK 11(a): If a contractor will be required to safeguard protected or classified information, assets or resources at their own site, they must have a Document Safeguarding Capability (DSC) commensurate with the highest level of information to be retained. Indicating “YES” will ensure that CISD has cleared the contractor to safeguard this type of information.

8.68 BLOCK 11(b): Same as above

8.69 BLOCK 11(c): Production means production of equipment vice paper production (e.g. assembly line type work with classified components/parts etc.).

8.70 BLOCK 11(d): If the contractor will be required to use their own IT systems to process electronically protected or classified information “YES” must be checked. This will ensure that CISD has verified that their IT systems meet the requirements for processing of Protected or Classified information (see Note 2 at the end of this aide memoire).

8.71 BLOCK 11(e): A link from the contractor’s facility to a protected or classified DND IT system requires that the contractor follow specific IT requirements (see Note 2 at the end of this aide memoire).



Note: If you are completing this form online, a pop-up window will be generated when filling out blocks 11a to 11e. This pop-up window will ask you for the various levels of information to be safeguarded at the contractor's facility. When completing a printed copy of this form the chart on page three of the SRCL must be completed by hand. You may complete the form electronically and submit a signed .pdf copy to the +SRCL@VCDS DGDS@Ottawa-Hull mailbox.

8.72 BLOCK 12(a): Indicate “YES” if any of the information provided on the SRCL form itself is of a Protected or Classified nature (e.g. Contract description – **Block 4**).

8.73 BLOCK 12(b): Indicate “YES” if any of the supporting contractual documentation (Statement of Work, RFP etc.) is of a Protected/Classified nature. In this instance, the SRCL must also be marked with the highest classification of the supporting documentation (e.g. “SECRET // Unclassified Less Attachments”).

8.74 BLOCK 13: To be signed by Requirement Owner or equivalent.

8.75 BLOCK 14: The only acceptable signature is that of the DGDS Contract Security Analyst.

8.76 BLOCK 15: If there are special security requirements above and beyond those in the Policy on Government Security (PGS) “YES” would be indicated. Please indicate any special requirements in a separate attachment.

8.77 BLOCK 16: For contracts where PSPC is the signing authority, the PSPC Procurement Officer signs here. For contracts where DND has the delegated signing authority the appropriate DND Procurement Authority will sign.

8.78 BLOCK 17: Always write PSPC.

Administrative Process

8.79 The Requirement Owner is responsible for completing the Security Requirements Check List (SRCL). After the Requirement Owner has completed the SRCL (see Notes 2 and 3 at the end of this aide memoire) it must be forwarded along with the contractual documentation (Request for Proposal, Statement of Work, etc.) via e-mail to: +SRCL@VCDS DGDS@Ottawa-Hull.

8.80 If the SRCL or supporting documentation is above Protected A, you must send via mail to:

DGDS/DDSO Industrial Security
SRCL and Visits Section
Department of National Defence
National Defence Headquarters
101 Colonel By Drive
Ottawa, Ontario
K1A 0K2

8.81 The Corporate Security Support Analyst will conduct a review of the SRCL package to determine that all relevant information has been provided. The SRCL will be registered in our database and placed in the queue. The SRCL Analyst will analyse the SRCL package and interact directly with the DND Project Authority where questions exist or clarification of the submission is required. At completion of analysis, the SRCL Analyst will sign **Block 14** of the SRCL and attach a Security Guide. A signed electronic copy of the SRCL will be sent directly to CISD and the DND OPI will be carbon-copied (cc'd).

NOTE 1 – Canadian Citizenship Requirements

8.82 There is an existing process for determining and communicating the national security-related requirements on the part of Security and Intelligence (S&I) departments to restrict some government contracts to Canadian citizens only. This process requires the S&I departments to take a rigorous look at their requirements, engage with their legal services and PSPC's legal services and provide letters that explain the process followed, refer to international agreements, assess the risks associated with their requests, and assume responsibility for such risks.

8.83 The National Security Special Contracting Caveat (NSSCC) provides departments with direction concerning determining and then documenting the decision to restrict a contract or portions thereof, to Canadian citizens.

8.84 The Interim Protocol (ADM level sign off) only applies to those contracts where PSPC is the contracting authority. Some scenarios that will trigger the requirement to restrict a contract in whole or in part, to Canadian citizens are:

- a. the contractor will require access to Canadian or Canadian/another country “eyes only” information, assets or resources;
- b. the contractor will require access to Top Secret/SIGINT information, assets or resources;
- c. the contractor will require access to COMSEC information, assets or resources; or
- d. an MOU requires that contractor personnel having access to the information be a citizen of the participating countries.

NOTE 2 – IT Security Requirements Document

8.85 PSPC CISD requires that departments advise them of any specific requirements that contractors must follow when processing classified or protected information on their own IT systems – **Block 11(d)** of SRCL (e.g. specific password or system architecture requirements). This information must be outlined in the **IT Security Requirements Document** and submitted with the SRCL. PSPC will ensure that contractors comply with these requirements. Assistance with completing the **IT Security Requirements Document** or review of the document can be sought via e-mail at [++DWAN National ISSO-OSSI National du RED@ADM\(IM\) DIM Secur@Ottawa-Hull](mailto:++DWAN National ISSO-OSSI National du RED@ADM(IM) DIM Secur@Ottawa-Hull).

NOTE 3 – COMSEC

8.86 All contracts that identify a requirement for access to Accountable COMSEC Material (ACM) or COMSEC information, assets, or resources must be sent to the Departmental COMSEC Authority (DCA) for review prior to being sent to DGDS. The DCA will confirm via e-mail that the SRCL identifies and addresses the applicable COMSEC policy and procedural requirements for ACM associated with the contract are met. This confirmation e-mail must accompany the SRCL when sent to DGDS Industrial Security. The SRCL and the Statement of Work should be sent to the following positional mailbox for the COMSEC review: **DWAN: ++DIM Secur COMSEC ADMIN@ADM(IM) DIM Secur@Ottawa-Hull** or **CSNI: +DIM Secur COMSEC ADMIN@ADM(IM) DIM Secur@Ottawa-Hull**.

Annex D: Obtaining Security Services from other Organizations

Introduction

8.87 Security services are provided by other government departments, agencies and industry to support DND and the CAF, as required or mandated (e.g. security guard services).

8.88 The use of contracted security services provides the supervisor or manager of a project or organization the ability to maintain a baseline level of security. Any use by DND and the CAF of contracted security services must be appropriate for, and consistent with, the relevant security posture. Given the security risks associated with contracted security services, other security measures should be assessed first, such as the installation of signs, barriers, etc. Provision of these measures may reduce or eliminate the requirement for contracted services.

8.89 The procedures outlined here apply only to the employment of civilian security services that perform a direct security function, such as access control, traffic control, visitors' escort, security patrols, etc. Approved procedures or Post Orders must be in place outlining the duties and responsibilities of the security guards in all such functions.

8.90 The objectives of this Annex are to ensure that:

- a. service providers are able to provide the security service levels which are required by DND and the CAF in order to deliver essential services; and
- b. security services acquired by DND are supported by contracts that will ensure the continuous delivery of essential services and support.

8.91 When additional security services are obtained, a contract must be put in place to clearly state the respective responsibilities of DND and the CAF and the service provider.

8.92 When contracting security services and before any security services are provided, the security screening level for required personnel must be confirmed through the Visit Clearance Request (VCR) process. The statement of requirements must clearly outline:

- a. the respective responsibilities of DND, the CAF and the service provider to ensure that the service provider holds the relevant license; and
- b. that the requested security services are relevant to each site. This can be determined by a Threat and Risk Assessment.

8.93 Contracted security guards must:

- a. hold an appropriate license within the province or territory or country of placement in which the Defence Organization is located;
- b. hold the required level of security screening; and
- c. be employed by a company registered with PSPC's Controlled Goods Program when delivering their services during silent hours at a site where they have access to controlled goods or perform escort duties aimed at preventing examination of a controlled good by an unregistered contractor.

8.94 Guards must be security screened at least to the level of sensitive (classified or protected) information or assets to which they have direct access. In this context, the meaning of direct access includes access by guards because they hold keys to security containers, offices and control monitoring systems. It also means having the appropriate screening for escorting of



individuals in restricted areas. Direct access does not mean access resulting from the discovery of a security breach. Examples of the work permitted at various security screening levels are:

- a. **Reliability Status** – Gate guards or escorts who will have no access to attractive items, weapons, ammunition, explosives or classified information;
- b. **Secret** – Guards or escorts for a building where classified information or assets (up to Secret), weapons, ammunition, explosives, or controlled goods are held; and for guards monitoring intrusion alarm systems; and
- c. **Top Secret** – Guards that have access to areas containing Top Secret information.

Enquiries

8.95 Any enquiries pertaining to this Annex are to be addressed to the Director General Defence Security (DGDS) Industrial Security Staff at DND-Industrial.Security-Security.Industrial-MND@forces.gc.ca.

Annex E: Canadian Industry Visits to Defence Establishments

Introduction

8.96 Industry may require access to DND and CAF property, or to Protected or Classified information, assets, or resources. In some cases, a contract will outline the security clearance requirements for the company and its employees by way of a Security Requirements Check List. Before a company or its employees can be given access to DND or CAF property that contains protected or classified information, assets or resources, a security screening must be verified using a Visit Clearance Request (VCR).

8.97 Public Services and Procurement Canada/Industrial Security Sector (PSPC/ISS) is the department responsible for the verification of personnel security screenings for all companies and their employees registered with PSPC's program.

Procedures

8.98 For recurring visits the process is:

- a. the security officer for the visiting company will initiate the VCR process by submitting a VCR form to PSPC/ISS; and
- b. PSPC/ISS will verify that the contract stated on the VCR is current and valid, that a Security Requirements Check List has been completed and that the personnel listed on the VCR hold the requisite clearance. For pre-contractual discussions of a protected or classified nature, the company must include a letter of invitation from DND with their VCR submission to PSPC/ISS:
 - i. once PSPC/ISS has completed its verification, the VCR is forwarded to the DGDS/DDSO Industrial Security section;
 - ii. the DGDS/DDSO Industrial Security section generates a visit approval; and
 - iii. the visit approval is then forwarded to the DND Requirement Owner and to the PSPC/ISS who will inform the company that the visit has been approved.

8.99 For **one time visits** (less than one week) a DND Requirement Owner may forgo the formal VCR process and request clearance confirmation via the DGDS/DDSO positional mailbox at [+Visit Clearance Requests@VCDS DGDS@Ottawa-Hull](mailto:+Visit+Clearance+Requests@VCDS+DGDS@Ottawa-Hull). DGDS/DDSO Industrial Security section will verify the individual's security clearance and provide an e-mail confirmation to the originator. The following information must be sent to DGDS/DDSO:

- a. full name and date of birth of contractor;
- b. dates of visit;
- c. purpose of visit; and
- d. Security clearance required.

 **Note:** The visit approval will only indicate a clearance level commensurate with the level of information required to be accessed (e.g. if the person holds a Top Secret but the contract only requires access to Secret, the visit approval will show the contractor's clearance as Secret).

8.100 The visit approval does not automatically provide access to Defence establishments. The requirement for access or for access passes is determined locally by the DND Requirement Owner.

Temporary Help Services Contracts

8.101 Temporary Help Services can provide short-term contracts, up to a maximum of 48 weeks in length, which may be used to fill a gap in staffing, emergency provision of services, or to meet a short term requirement that cannot be filled through normal processes.

8.102 DND and CAF Organizational Authorities requiring confirmation of personnel security clearance or reliability screening for personnel employed through temporary services, must e-mail the DGDS Industrial Security at: [+Visit Clearance Requests@VCDS DGDS@Ottawa-Hull](mailto:+VisitClearanceRequests@VCDS DGDS@Ottawa-Hull), and provide the following information:

- a. individual's full name and date of birth;
- b. standing Offer number;
- c. company which employs the individual;
- d. security clearance required; and
- e. duration of their employment with DND or the CAF.

8.103 The DGDS/DDSO Industrial Security will confirm the security clearance or reliability status with PSPC/ISS, and provide a visit approval via e-mail to the DND or CAF Requirement Owner. Personnel must **not** be engaged until this process has been completed.

Annex F: Visits of DND Employees and CAF Members to Industry

Introduction

8.104 Once industry is awarded a contract they have a responsibility to ensure that anyone having access to protected or classified information, assets, or resources that they are safeguarding, must have the proper security clearance. This includes DND employees and CAF members. As such, a Visit Clearance Request (VCR) will be staffed from DND or the CAF to Industry.

Procedures

8.105 When sending DND employees or CAF members to industry, the following steps must be completed:

- a. the DND or CAF Requirement Owner must ensure that there is a valid contract;
- b. the DND or CAF Requirement Owner must verify that there is a Security Requirements Check List included in the contract documentation;
- c. the DND or CAF Requirement Owner must verify (through their USS) that each DND employee or CAF member to visit industry holds a valid clearance commensurate with the requirements of the contract;
- d. the DND or CAF Requirement Owner must complete the VCR form and sign section 10 indicating that they have confirmed the security requirements and all security clearances;
- e. the DND or CAF Requirement Owner must send the VCR form via e-mail to [+Visit Clearance Requests@VCDS DGDS@Ottawa-Hull](mailto:+VisitClearanceRequests@VCDS DGDS@Ottawa-Hull) to DGDS/DDSO Industrial Security;
- f. DGDS/DDSO Industrial Security generates a request and forward it to PSPC/ISS, and PSPC/ISS will forward the request to the Company Security Officer (CSO);
- g. the CSO will approve or reject the request and advise PSPC/ISS. PSPC/ISS will advise the Visits Section of DGDS/DDSO Industrial Security of the approval or rejection; and
- h. DGDS/DDSO Industrial Security will then generate an approval or rejection reply and notify the DND or CAF Requirement Owner.

8.106 Contractor personnel who are required by DND or CAF to visit another company in relation to a DND contract can be added to a DND to Canadian Industry visit provided that:

- a. the individual is on a valid “Industry to DND” visit; and
- b. the individual’s company does not have a related contract with the company to be visited.

 **Note:** If the contracted individual’s company has a related contract with the company to be visited, the company must submit a “Company to Company” VCR through PSPC.



Annex G: Visits of Representatives of Other Government Departments and Agencies to Defence Establishments

Introduction

8.107 Personnel from Other Government Departments (OGDs) or agencies who are required to visit Defence establishments for the purpose of accessing property, or protected or classified information, assets or resources must meet the security clearance requirements.

Procedures

OGD to Defence – Recurring Visits

8.108 The departmental security office's personnel security screening section of the OGD must provide DND or the CAF Requirement Owner with confirmation of each visiting individual's security clearance with date of expiry.

8.109 The DND or CAF Requirement Owner must then forward the confirmation to the DDSO Industrial Security along with the following information:

- a. the duration of the visit;
- b. the purpose of the visit;
- c. the security clearance required for visit;
- d. the full name and contact information of the DND or CAF Requirement Owner (if different from the person who submitted the request); and
- e. the DGDS/DDSO Industrial Security will generate a VCR approval and send back to the DND or CAF Requirement Owner.

OGD to Defence – One Time Visits

8.110 For **one time visits** (less than one week) a DND or CAF Requirement Owner may forgo the VCR process above and request clearance confirmation via the DGDS/DDSO positional mailbox at [+Visit Clearance Requests@VCDS DGDS@Ottawa-Hull](mailto:+VisitClearanceRequests@VCDS DGDS@Ottawa-Hull). The following information must be included:

- a. full name and date of birth of contractor or employee;
- b. name of OGD;
- c. purpose of visit; and
- d. Security clearance required.

8.111 DGDS/DDSO Industrial Security section will verify the individual's security clearance and provide an e-mail confirmation to the Requirement Owner.

Defence to OGD

8.112 DND employees or CAF members who will be visiting OGDs or Agencies are required to provide proof of security clearance upon request by the OGDs.

Appendix "I"



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 2017-56 (A1-012196) - 03
Security Classification / Classification de sécurité UNCLASSIFIED

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Department of National Defense		2. Branch or Directorate / Direction générale ou Direction Real Property Operations Unit (Atlantic)
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 Design, procurement and installation of network connected smart building devices in building in CFB Halifax and CFB Gagetown.		
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 type="checkbox"/> No / Non <input checked="" 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 type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies) / Préciser le(s) pays:	Specify country(ies) / Préciser le(s) pays:	Specify country(ies) / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED



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 checked="" 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 : ACE (Access Control Escort) to be used as required by site access control protocols

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

offsite work only

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



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	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRES SECRET	NATO DIFFUSION RESTRICTE	NATO CONFIDENTIEL		A	B	C	CONFIDENTIEL		TRES SECRET	
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).



Contract Number / Numéro du contrat 2017-56 (A1-012196) - 03
Security Classification / Classification de sécurité UNCLASSIFIED

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées) Ahmed Zaki	Title - Titre Regional Energy Manager	Signature
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Telephone No. - N° de téléphone 902-722-4114	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel ahmed.zaki@forces.gc.ca	Date 22/07/2019
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14. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées) Dawn Murray SRCL Team Lead Tel: 613-996-0274 E-mail: dawn.murray@forces.gc.ca	Title - Titre DGDS, DPM SEC, NDHQ Ottawa	Signature
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Telephone No. - N° de téléphone 613 996-0274	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel SRCL-LVERS@forces.gc.ca	Date 6 August 2019
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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?

No / Non Yes / Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées) Collin Long	Title - Titre Procurement Officer	Signature
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Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel collin.long@nrz-cnrc.gc.ca	Date 26 Sept. 2019
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Lyndsay Clark – Contract Security Officer Lyndsay.clark@tpsgc.pwgsc.gc.ca (613) 957-9388	Title - Titre	Signature Clark, Lyndsay	Digitally signed by Clark, Lyndsay Date: 2019.08.15 10:20:24 -04'00'
	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date



To
À

Ahmed Zaki
Project Authority
DND

From
De

Lyndsay Clark - Contract Security Officer
Contract Security Program (CSP)
Industrial Security Sector (ISS)
Public Services and Procurement Canada (PSPC)
2745 Iris Street, Ottawa, ON K1A 0S5

Security Classification - Classification de sécurité	
Our File - Notre référence	
Your File - Votre référence	
Date	15 August 2019

SRCL No: 2017-56-A1-012196-03

The attached Security Requirements Check List (SRCL) and security clauses are approved by the Contract Security Program (CSP) of the Industrial Security Sector (ISS), Public Services and Procurement Canada (PSPC) for use and incorporation into your pre-contractual/contractual documents. Please ensure that both are included in the resulting contract.

Should you wish to ensure that bidders direct all enquiries to you, page 4 of the SRCL which contains the authorization signatures may be removed from the bidding document. Should the lower portion of page 4 contain additional instructions, the signatures may be blanked out.

The complete SRCL (including page 4) shall be used in the contract document.

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

Should foreign suppliers be bidding on this procurement please contact the CSP/ISS/PSPC for an international security clause.

A "Security Requirement clause" is attached. Should the client department raise any objections to the wording of the clause, kindly contact the undersigned PRIOR TO finalizing the contractual documentation. **No changes** to the clause wording are permitted without prior consultation with the CSP/ISS/PSPC. A copy of this memo and attachments has been forwarded to the client department's Security Office.

Information on the security status of prospective suppliers may be obtained from the CSP/ISS/PSPC's Client Service Center by contacting them at ssi-iss@tpsgc-pwgsc.gc.ca or 1-866-368-4646 & 613-948-4176.

Should it be necessary to initiate security screening action on the chosen supplier, the request shall be completed by using the Private Sector Organization Screening form (PSOS).

Please advise the CSP/ISS/PSPC if you are aware of any work to be assigned to a third party in relation to this requirement under a subcontract or service agreement arrangement or any other business arrangement that will entail the release and/or access to the government's sensitive information and/or assets.

Kindly ensure that:

1. The cover page of the contractual documents include the following statement in bold/block type:

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

2. The document index shall identify the block statement entitled "Security Requirements".
3. The block statement entitled "Security Requirements" shall appear very early in the line-up of contractual conditions.
4. Client departments and contracting authorities must submit copies of the contractual documentation (LOI, RFP, Contract, RFSO or SO) containing security requirements resulting from contract award to the CSP/ISS/PSPC at TPSGC.SSICONTRATS-ISSCONTRACTS.PWGSC@TPSGC-PWGSC.GC.CA. For contracts awarded to foreign supplier, please include a carbon copy (C.c.) to ssicontratsinternationaux.issinternationalcontracts@tpsgc-pwgsc.gc.ca. Failure to do so promptly following contract award may prevent contractors from sponsoring potential subcontractors into the CSP and may cause delays in contract delivery. For hardcopy submission only, please mail copies of contracts to:

**Public Services and Procurement Canada
Contract Division
2745 Iris Street
C/O PSPC Central Mail Room
Portage III, 0B3
11 Laurier St
Gatineau QC K1A 0S5**

5. A contract/sub-contract/standing offer/supply arrangement containing a security requirement clause whereby vendor personnel must be Reliability screened/Security cleared, must not be awarded without first verifying through the CSP/ISS/PSPC that the vendor holds the appropriate level of facility security clearance and (if required) document safeguarding capability.
6. Within Canada, all protected and classified information/assets must be forwarded to the Company Security Officer (CSO). However, the CSO must forward a copy of the document transmittal form to IISD/Visits and Documents Control Unit.
7. Protected and classified information/assets intended for foreign suppliers must be transmitted on a government-to-government basis via IISD/document control unit.

2019-08-15

X Lyndsay Clark

Signed by: Clark, Lyndsay

CONTRACT SECURITY PROGRAM

**SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:
PWGSC FILE No 2017-56-A1-012196-03**

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 Contract Security Program (CSP) of the Industrial Security Sector (ISS), Public Works and Government Services (PWGSC).
 2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP/ISS/PWGSC.
 3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP/ISS/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 _____;
 - b) *Industrial Security Manual* (Latest Edition).
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**EXIGENCE EN MATIÈRE DE SÉCURITÉ POUR ENTREPRENEUR CANADIEN :
DOSSIER TPSGC N° 2017-56-A1-012196-03**

1. L'entrepreneur ou l'offrant doit détenir en permanence, pendant l'exécution du contrat ou de l'offre à commandes, une attestation de vérification d'organisation désignée (VOD) en vigueur, délivrée par le Programme de sécurité des contrats (PSC) du Secteur de la sécurité industrielle (SSI) de Travaux publics et Services gouvernementaux Canada (TPSGC).
2. Les membres du personnel de l'entrepreneur ou de l'offrant devant avoir accès à des établissements de travail dont l'accès est réglementé doivent TOUS détenir une cote de FIABILITÉ en vigueur, délivrée ou approuvée par le PSC/SSI/TPSGC.
3. Les contrats de sous-traitance comportant des exigences relatives à la sécurité NE DOIVENT PAS être attribués sans l'autorisation écrite préalable du PSC/SSI/TPSGC.
4. L'entrepreneur ou l'offrant doit respecter les dispositions :
 - a) de la Liste de vérification des exigences relatives à la sécurité et directive de sécurité (s'il y a lieu), reproduite ci-joint à l'Annexe _____ ;
 - b) du *Manuel de la sécurité industrielle* (dernière édition).