



**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

Tabitha Legault  
Tabitha.legault@forces.gc.ca

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

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

**Comments – Commentaires**  
**THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT / DOCUMENT CONTIENT DES EXIGENCES RELATIVES À LA SÉCURITÉ.**

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

At – à : 2:00 PM EST

On - le : October 15, 2020

<b>Title – Titre</b> Special Intelligence Advisor	<b>Solicitation No. – No de l’invitation</b> W6399-19-KH78/A
<b>Date of Solicitation – Date de l’invitation</b> September 11, 2020	
<b>Address Enquiries to: – Adresser toutes questions à :</b> <a href="mailto:tabitha.legault@forces.gc.ca">tabitha.legault@forces.gc.ca</a>	
<b>Telephone No. – No de telephone</b> 343-572-8029	<b>FAX No. – No de fax</b> By request only
<b>Destination</b> See Statement of Work herein.	

**Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.**  
**Instructions : Les taxes municipales ne s’appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d’accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.**

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



**TABLE OF CONTENTS**

**PART 1 - GENERAL INFORMATION ..... 4**

1.1 INTRODUCTION.....4

1.2 SUMMARY .....4

1.3 DEBRIEFINGS .....5

**PART 2 - BIDDER INSTRUCTIONS ..... 6**

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....6

2.2 ELECTRONIC SUBMISSION OF BIDS.....7

2.3 FORMER PUBLIC SERVANT.....7

2.4 ENQUIRIES - BID SOLICITATION.....8

2.5 APPLICABLE LAWS.....9

2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD .....9

**PART 3 - BID PREPARATION INSTRUCTIONS..... 10**

3.1 BID PREPARATION INSTRUCTIONS .....10

**PART 4- EVALUATION PROCEDURES AND BASIS OF SELECTION.....14**

4.1 EVALUATION PROCEDURES.....14

**PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION ..... 26**

5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....27

**PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS..... 28**

6.1 SECURITY REQUIREMENTS .....28

6.2 CONTROLLED GOODS REQUIREMENT.....28

**PART 7 - RESULTING CONTRACT CLAUSES ..... 29**

7.1 STATEMENT OF WORK.....29

7.2 STANDARD CLAUSES AND CONDITIONS.....29

7.3 SECURITY REQUIREMENTS .....29

7.4 TERM OF CONTRACT .....31

7.5 AUTHORITIES .....31

7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....32

7.7 PAYMENT .....32

7.8 INVOICING INSTRUCTIONS .....34

7.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....34

7.10 APPLICABLE LAWS.....35

7.11 PRIORITY OF DOCUMENTS .....35

7.12 DEFENCE CONTRACT .....35

7.13 INSURANCE .....35

7.14 CONTROLLED GOODS PROGRAM-CONTRACT .....35

7.15 ADDITIONAL CLAUSES .....35

7.16 IDENTIFICATION PROTOCOL RESPONSIBILITIES.....35

**ANNEX A ..... 1**

STATEMENT OF WORK .....1

**ANNEX B ..... 1**



---

BASIS OF PAYMENT .....	1
<b>ANNEX C</b> .....	<b>1</b>
SECURITY REQUIREMENTS CHECK LIST AND SECURITY GUIDE .....	1
<b>ANNEX D</b> .....	<b>1</b>
ELECTRONIC PAYMENT INSTRUMENTS .....	1
<b>ANNEX E</b> .....	<b>1</b>
NON-DISCLOSURE AGREEMENT .....	1
<b>ANNEX F</b> .....	<b>1</b>
EMBEDDED CONTRACTOR LETTER OF ACKNOWLEDGEMENT .....	1



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## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The attachments and annexes include the Bid Submission Form, the Pricing Schedule, Bid Evaluation Criteria, the Statement of Work, the Basis of Payment, the Security Requirements Check List (SRCL), the Security Requirements Check List (SRCL) Supplemental Security Guide, the Non-Disclosure Agreement, and the Embedded Contractor Letter of Acknowledgments.

### 1.2 Summary

- 1.2.1 This bid solicitation is being issued to satisfy the requirement of the Department of National Defence (the "Client") for a Special Intelligence Advisor through a competitive posting on the Government Electronic Tendering site. It is intended to result in the award of one contract for three years, plus two one-year irrevocable option periods allowing Canada to extend the term of the contract.
- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- 1.2.3 The requirement is subject to the provisions Canada Free Trade Agreement (CFTA), Canada-Chile Free Trade Agreement (CCFTA), Canada-Columbia Free Trade Agreement (CCoIFTA), Canada, Honduras Free Trade Agreement (CHFTA), Canada-Korea Free Trade Agreement (CKFTA), Canada, Panama Free Trade Agreement (CPanFTA), Canada-Peru Free Trade Agreement (CPFTA), Canada, Ukraine Free Trade Agreement (CUFTA), Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTTP), Comprehensive Economic Trade Agreement (CETA), and the World Trade Organization Agreement on Government Procurement (WTO-AGP).



National Defence  
Headquarters  
Ottawa, Ontario  
K1A 0K2

Défense nationale  
Quartier général de la Défense nationale  
Ottawa (Ontario)  
K1A 0K2

Solicitation No. W6399-19-KH78/A

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### **1.3 Debriefings**

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



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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation with the following modifications.

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 120 days

- c) The text under Section 06, Late Bids, is deleted in its entirety.
- d) The text under Section 07, Delayed Bids, is deleted in its entirety and replaced with the following:
  - a. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.
- e) Section 08 (2019-03-04) Transmission by facsimile or epost Connect, is deleted in its entirety.
- f) Section 20(2), Further Information is deleted in its entirety.

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

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

If there is a conflict between the provisions of 2003 and this document, this document prevails.

#### 2.1.1 SACC Manual Clauses

SACC Manual Clause [A7035T](#) (2007-05-25), List of Proposed Subcontractors



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## 2.2 Electronic Submission of Bids

Bids must be submitted only to the Department of National Defence (DND) by the date, time and place indicated on page 1 of the bid solicitation. Bids must be received electronically as noted in subparagraph 2.2.2 – Electronic Submissions.

## 2.3 Former Public Servant

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

### Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension



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

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

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

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

#### Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

## 2.4 Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit





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the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## **2.5 Applicable Laws**

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

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

## **2.6 Improvement of Requirement During Solicitation Period**

Should bidders consider that the Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 10 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.



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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid	one (1) soft copy via e-mail;
Section II: Financial Bid	one (1) soft copy via e-mail;
Section III: Certifications and Additional Information	one (1) soft copy via e-mail;

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

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

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

#### Section I: Technical Bid

The technical bid consists of the following:

##### Substantiation of Technical Compliance

The technical bid must substantiate the compliance with the specific articles of Attachment 1 to Part 4 - Bid Evaluation Criteria, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or resource complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid – this information can be referenced in the Bidder's response to Attachment 1 to Part 4 - Bid Evaluation Criteria, where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

##### For Proposed Resources

The technical bid must include a résumé for each proposed resource. Each proposed resource will be evaluated independently based on Attachment 1 to Part 4 - Bid Evaluation Criteria. The Technical bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:

- a) Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work;
- b) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programs that were successfully completed by the resource by the time of bid closing;



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- c) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and contract period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this solicitation. If the entity is not specified, the issuer must be an accredited or otherwise recognized body, institution or entity;
  - d) For work experience, Canada will not consider experience gained as part of an educational programs, except for experience gained through a formal cooperative programs at a post-secondary institution;
  - e) For any requirements that specify a particular time period (e.g., two (2) years) of work experience, Canada will disregard any information about experience if the technical bid that does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated; and
  - f) For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

## **Section II: Financial Bid**

### **3.1.1 Pricing**

Bidders must submit their financial bid in accordance with the following:

- a. Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
- b. Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

### **3.1.2 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex D Electronic Payment Instruments, to identify which ones are accepted.

If Annex D Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

### **3.1.3 Exchange Rate Fluctuation**

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

## **Section III: Certifications**

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



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### ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE

The Bidder must complete this pricing schedule and include it in its financial bid.

In respect of the “Estimated Number of Days” listed below in (B\*) the estimated number of days is for evaluation purposes only during the solicitation process and does not represent a commitment of the future usage.

The rates specified below, when quoted by the Bidder, include the total estimated cost of all travel and living expenses that may need to be incurred for:

- Work described in Part 6, Resulting Contract Clauses, of this bid solicitation required to be performed within the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2.
- travel between the successful bidder’s place of business and the NCR; and
- the relocation of resources

To satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada’s future usage of the services described in the bid solicitation will be consistent with this data.

Bidders are requested to insert “\$0.00” for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as “\$0.00” for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. The Bidder must complete the fixed per diem rate for each year. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.



<b>One (1) Special Intelligence Advisor</b>			
<b>Contractor Name: [bidder to insert Resource's Name]</b>			
Category of Personnel	All Inclusive Fixed Per Diem Rate (Can \$)	Estimated Number of Days	Total Cost
	A	B	A x B
<b>Initial Period of the Contract: 3 years from date of Contract Award</b>			
One Special Intelligence Advisor			
Year 1	\$	250 days	\$
Year 2	\$	250 days	
Year 3	\$	250 days	
Travel and Living Expenses			\$15,000.00
Subtotal Contract Period (C)			
<b>Option Period 1</b>			
One Special Intelligence Advisor	\$	250 days	\$
Travel and Living Expenses			\$5,000.00
Subtotal Option Period 1 (D)			
<b>Option Period 2</b>			
One Special Intelligence Advisor	\$	250 days	\$
Travel and Living Expenses			\$5,000.00
Subtotal Option Period 2 (E)			
<b>Total Evaluated Price – Including services for all periods, travel and excluding Applicable Taxes (C+D+E)</b>			\$
<b>Applicable Taxes</b>			\$



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## PART 4- EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.

In addition to any other time periods established in the bid solicitation:

#### **Requests for Clarifications:**

If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have two working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.

#### **Requests for Further Information**

If Canada requires additional information in order to do any of the following pursuant to the section titled "Conduct of evaluation" in 2003, Standard Instructions – Goods or Services – Competitive Requirements:

- a) verify any or all information provided by the Bidder in its bid; or
- b) contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder.

The Bidder must provide the information requested by Canada within two working days of a request by the Contracting Authority.

#### **Extension of Time**

If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

### 4.1.1 Technical Evaluation

#### 4.1.1.1 Joint Venture Experience

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

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can



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use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

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

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

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

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

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

that show in total 100 billable days

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

#### **4.1.1.2 Mandatory Technical Criteria**

Each bid will be reviewed to determine whether the proposed resource meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words “must” or “mandatory” is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Attachment 1 to Part 4 - Bid Evaluation Criteria.



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#### 4.1.1.3 Point-Rated Technical Criteria

The proposed resource will be rated by assigning a score to the rated requirements which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Attachment 1 to Part 4 - Bid Evaluation Criteria.

#### 4.1.2 Financial Evaluation

4.1.2.1 For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

*SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price-Bid*

#### 4.2 Basis of Selection:

4.2.1 Highest Combined Rating of Technical Merit and Price

To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory technical evaluation criteria; and
  - c. obtain the required minimum of 30 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 80 points.
2. Bids not meeting "(a) or (b) or (c)" will be declared non-responsive.
  3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 80% for the technical merit and 20% for the price.
  4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 80 %.
  5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20%.
  6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
  7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

4.2.2 In the event that two bids have the same combined rating of technical merit and price, the Bidder whose proposed resource has the highest combined score for RT3, RT6, and RT7 out of a maximum 36 points available will be recommended for award of a contract.





**ATTACHMENT 1 TO PART 4 - BID EVALUATION CRITERIA**

Academic Certification (e.g. Degree, etc.) must be obtained through a recognized\* Canadian university, college or high school, or the equivalent as established by a recognized\* Canadian academic credentials assessment service, if obtained outside Canada.

\*The list of recognized organizations can be found under the Canadian Information Centre for International Credentials web site <http://www.cicic.ca/2/home.canada>.

**Mandatory Technical Criteria**

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

The bidder must provide a resume for the proposed resource.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion must be addressed separately.

Reference checks will only be used to confirm employment, position duties and timeframe.

<b>Mandatory Technical Criteria (MT)</b>			
<b>The Bidder's Proposes Resource Experience</b>			
<b>#</b>	<b>Mandatory Requirements</b>	<b>Bid Instructions</b>	<b>Bidder's Response</b>
MT.1	The Bidder must clearly demonstrate that its proposed resource has worked in the security and intelligence field with access to Level III/Top Secret Special Access information within the last year.	At a minimum, the following must be provided: <ul style="list-style-type: none"> <li>• Name and description of client organization and relevant experience;</li> <li>• Timeframe (from-to dates month/year);</li> <li>• Description of the roles and responsibilities; and</li> <li>• References (Name, phone number and email address).</li> </ul>	
MT.2	The bidder must clearly demonstrate that its proposed resource has completed one of the following: <ul style="list-style-type: none"> <li>• Joint Command and Staff Program (JCSP), or a FVEY or NATO Partner Nation equivalent;</li> <li>• a Masters of Public Administration through a recognized Canadian University with a concentration in security intelligence, or</li> <li>• a Masters of Arts in War Studies.</li> </ul>	This must be demonstrated by including a copy of the certificate/diploma or other applicable documentation with the bid.	



<p>MT.3</p>	<p>The bidder must clearly demonstrate that its proposed resource has a minimum of 36 months experience at the managerial level working with one or more of the following countries:</p> <ul style="list-style-type: none"> <li>• United States;</li> <li>• United Kingdom; and/or</li> <li>• Australia</li> </ul> <p>In one of the following roles:</p> <ul style="list-style-type: none"> <li>- a Special Intelligence Agent</li> <li>- an embed in an intelligence management role</li> <li>- a liaison officer</li> <li>- a head of intelligence (i.e. J2/G2/A2/N2 or equivalent) in a deployed theatre of operations, or</li> <li>- a chief of intelligence (i.e. J2 or equivalent) of a domestic operational command or regional intelligence directorate responsible for intelligence activities abroad.</li> </ul>	<p>At a minimum, the following must be provided:</p> <ul style="list-style-type: none"> <li>• Name and description of client organization and relevant experience;</li> <li>• Timeframe (from-to dates month/year);</li> <li>• Description of the roles and responsibilities; and</li> <li>• References (Name, phone number and email address).</li> </ul>	
<p>MT.4</p>	<p>The bidder must clearly demonstrate that its proposed resource has a minimum of 10 years' experience as a Senior Intelligence Officer and has a minimum of 24 months' experience in developing:</p> <ul style="list-style-type: none"> <li>• strategic-level plans,</li> <li>• capabilities, and</li> <li>• procedures</li> </ul> <p>for intelligence support to deployed operations.</p>	<p>At a minimum, the following must be provided:</p> <ul style="list-style-type: none"> <li>• Name and description of client organization and relevant experience;</li> <li>• Timeframe (from-to dates month/year);</li> <li>• Description of the roles and responsibilities; and</li> <li>• References (Name, phone number and email address) for each project.</li> </ul>	



<p>MT.5</p>	<p>The bidder must clearly demonstrate that its proposed resource has a minimum of 36 months of combined experience in all of the following:</p> <ul style="list-style-type: none"> <li>• Developing Military intelligence collection plans and related Intelligence, Surveillance and Reconnaissance (ISR) concepts;</li> <li>• Leading and managing operational support activities;</li> <li>• Providing intelligence advice to military commanders, and/or government directors and/or deputy ministers and their staffs; and</li> <li>• Developing intelligence support concepts and implementation plans.</li> </ul> <p>Experience in each of the above must be demonstrated through submission of the resulting reports, studies, or implementation plans, or through sufficient bibliographic details as to permit their being discovered on secure networks.</p>	<p>At a minimum, the following must be provided:</p> <ul style="list-style-type: none"> <li>• Name and description of client organization and relevant experience;</li> <li>• Timeframe (from-to dates month/year);</li> <li>• Description of the roles and responsibilities for each role; and</li> <li>• References (Name, phone number and email address) for each demonstration.</li> </ul>	
<p>MT.6</p>	<p>The bidder must clearly demonstrate that its proposed resource has experience in defining capability deficiencies in at least one strategic intelligence architecture study (examples include, but are not limited to, defence intelligence studies and capability reviews).</p> <p>Experience must be demonstrated through submission of the resulting reports, studies, or implementation plans, or through sufficient bibliographic details as to permit their being discovered on secure networks.</p>	<p>At a minimum, the following must be provided:</p> <ul style="list-style-type: none"> <li>• Name and description of client organization and relevant experience;</li> <li>• Timeframe (from-to dates month/year);</li> <li>• Description of the roles and responsibilities for each study; and</li> <li>• References (Name, phone number and email address) for each study.</li> </ul>	



MT.7	The bidder must clearly demonstrate that its proposed resource has a minimum of four years' experience working on Level II and Level III Canadian, FVEY, or NATO classified systems (ie CSNI, SPARTAN, CTSN, SIPR, JIANT, BICES, NSWAN, etc) over the past six years.	At a minimum, the following must be provided: <ul style="list-style-type: none"><li>• Name and description of client organization and relevant experience;</li><li>• Timeframe (from-to dates month/year);</li><li>• Description of the roles and responsibilities for each project; and</li><li>• References (Name, phone number and email address) for each study.</li></ul>	
MT.8	The bidder must clearly demonstrate that its proposed resource has a minimum of two years of combined experience using all of the following Microsoft software: <ul style="list-style-type: none"><li>• Word</li><li>• Powerpoint</li><li>• Excel</li><li>• Outlook, and</li><li>• Publisher</li></ul>	At a minimum, the following must be provided: <ul style="list-style-type: none"><li>• Name and description of client organization and relevant experience;</li><li>• Timeframe (from-to dates month/year);</li><li>• Description of the roles and responsibilities for each project;</li><li>• A copy of the resulting products or sufficient bibliographic details as to permit their being discovered on secure networks; and</li><li>• References (Name, phone number and email address) for each study.</li></ul>	



**Point Rated Technical Criteria**

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

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

Point Rated Technical Criteria (RT) and Scores	Required Minimum Number of Points	Maximum Number of Points
Overall Score	30	80

Point Rated Technical Criteria (RT)					
The Bidder's Proposed Resource Experience					
Num ber	Requirement	Bid Instructions	Scoring Guideline	Bidders Response	Score
RT.1	<p>The bidder's proposed resource should have recent experience at the managerial level working with one or more of the following countries:</p> <ul style="list-style-type: none"> <li>• United States;</li> <li>• United Kingdom; and/or</li> <li>• Australia</li> </ul> <p>In one of the following roles:</p> <ul style="list-style-type: none"> <li>• a Special Intelligence Agent</li> <li>• an embed in an intelligence management role</li> <li>• a liaison officer</li> <li>• a chief of intelligence (ie J2/G2/A2/N2 or equivalent) in a deployed theatre of operations, or</li> <li>• a head of intelligence (i.e.</li> </ul>	<p>At a minimum, the following should be provided:</p> <ul style="list-style-type: none"> <li>• Name and description of client organization and relevant experience;</li> <li>• Timeframe (from-to dates month/year);</li> <li>• Description of the roles and responsibilities; and</li> <li>• References (Name, phone number and email address) for each project.</li> </ul>	<p>Experience gained:</p> <p>≥10 years ago = 0 points.</p> <p>Between 5 years and 10 years ago = 4 points</p> <p>within the last 5 years = 8 points.</p>		Max points = 8



	J2 or equivalent) of a domestic operational command or regional intelligence directorate responsible for intelligence activities abroad.				
RT.2	The bidder's proposed resource should have demonstrated experience above and beyond MT.3.	At a minimum, the following should be provided: <ul style="list-style-type: none"> <li>Name and description of client organization and relevant experience;</li> <li>Timeframe (from-to dates month/year);</li> <li>Description of the roles and responsibilities; and</li> </ul> References (Name, phone number and email address) for each project	<p>≤ 36 months = 0 points</p> <p>&gt;36 months and &lt; 48 months = 4 points.</p> <p>≥ 48 months and &lt; 60 months = 8 points.</p> <p>≥ 60 months = 12 points.</p>		Max points = 12
RT.3	The bidder's proposed resource should have demonstrated experience above and beyond MT.4	This must be demonstrated by providing complete details of the experience, including: <ul style="list-style-type: none"> <li>Name and description of client organization and relevant experience;</li> <li>Timeframe (from-to dates month/year);</li> <li>Description of the roles and responsibilities; and</li> </ul> References (Name, phone number and email address) for each project	<p>≤24 months = 0 points</p> <p>&gt; 24 months and &lt; 36 months = 4 points</p> <p>≥ 36 months and &lt; 48 months = 8 points</p> <p>≥ 48 months = 12 points</p>		Max points = 12
RT.4	The bidder's proposed resource should have	This must be demonstrated by providing complete	< 6 documents = 0 points		Max points = 12



	<p>demonstrated experience as the primary drafter:</p> <ul style="list-style-type: none"> <li>• Developing Military intelligence collection plans and related Intelligence, Surveillance and Reconnaissance (ISR) concepts (min 1000 words);</li> <li>• Operations Orders or parts thereof, or publishing orders related to mission sustainment or policy. (min 2000 words);</li> <li>• Providing intelligence advice to military commanders, and/or government directors and/or deputy ministers and their staffs (min 500 words); and / or</li> <li>• Developing intelligence support concepts and implementation plans (min 3000 words).</li> </ul>	<p>details of the experience, including:</p> <ul style="list-style-type: none"> <li>• Name and description of client organization and relevant experience;</li> <li>• Timeframe (from-to dates month/year);</li> <li>• Description of the roles and responsibilities;</li> <li>• References (Name, phone number and email address) for each project; or</li> <li>• submission of the resulting reports, studies, or implementation plans, or sufficient bibliographic details as to permit their being discovered on secure networks.</li> </ul>	<p>≥ 6 documents and &lt; 12 documents = 4 points.</p> <p>≥ 12 documents and &lt;18 documents = 8 points.</p> <p>≥ 18 documents = 12 points.</p> <p>(Note: documents must be no less than word length count as indicated by type, and must comprise three or more of types of documents to be considered for any points).</p>		
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<b>RT.5</b>	The bidder's proposed resource should have demonstrated experience above and beyond MT.5	This must be demonstrated by providing complete details of the experience, including: <ul style="list-style-type: none"> <li>Name and description of client organization and relevant experience;</li> <li>Timeframe (from-to dates month/year);</li> <li>Description of the roles and responsibilities; and</li> <li>References (Name, phone number and email address) for each project.</li> </ul>	<p>≤ 36 months = 0 points</p> <p>&gt; 36 months and &lt; 48 months = 4 points</p> <p>≥ 48 months and &lt; 60 months = 8 points</p> <p>≥ 60 months = 12 points</p>		Max points = 12
<b>RT.6</b>	The bidder's proposed resource should have demonstrated experience using 3 or more intelligence collection disciplines (ie COMINT, ELINT, HUMINT, MASINT, GEOINT, OSINT, SOCMINT etc) for collecting information.	This must be demonstrated by providing complete details of the experience, including: <ul style="list-style-type: none"> <li>Name and description of client organization and relevant experience;</li> <li>Timeframe (from-to dates month/year);</li> <li>Description of the roles and responsibilities; and</li> <li>References (Name, phone number and email address) for each project.</li> </ul>	<p>&lt; 3 disciplines = 0 points</p> <p>3 or 4 disciplines = 4 points.</p> <p>5 or 6 disciplines = 8 points</p> <p>&gt; 6 disciplines = 12 points</p>		Max points = 12
<b>RT.7</b>	The bidder's proposed resource should have demonstrated experience above and beyond MT.6.	This must be demonstrated by providing complete details of the experience, including: <ul style="list-style-type: none"> <li>Name and description of client organization and relevant experience;</li> <li>Timeframe (from-to dates month/year);</li> </ul>	<p>1 Study = 0 points</p> <p>2 Studies = 4 points</p> <p>3 Studies = 8 points</p> <p>≥ 4 Studies = 12 points</p>		Max points = 12





National Defence  
Headquarters  
Ottawa, Ontario  
K1A 0K2

Défense nationale  
Quartier général de la Défense nationale  
Ottawa (Ontario)  
K1A 0K2

Solicitation No. W6399-19-KH78/A

		<ul style="list-style-type: none"><li>• Description of the roles and responsibilities; and</li><li>• References (Name, phone number and email address) for each project; or submission of the resulting strategic intelligence architecture study, or sufficient bibliographic details as to permit their being discovered on secure networks.</li></ul>			
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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Bid

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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

#### 5.1.2 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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

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

#### 5.1.4 Certification of Language

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.



### **5.1.5 Canadian Citizenship**

The Bidder must provide the required documentation confirming its Canadian citizenship in order to be considered eligible in the procurement process. For details on acceptable documents as a proof of citizenship refer to <https://www.canada.ca/en/immigration-refugees-citizenship/services/canadian-citizenship/proof-citizenship/documents.html>.

### **5.1.5 Security Clearance**

Bidders are requested to submit the following security information for the proposed resource with their bids on or before the bid closing date:

- a. Name of individual as it appears on security clearance application form;
- b. Level of security clearance obtained;
- c. Validity period of security clearance obtained;
- d. Security Screening Certificate and Briefing Form file number.

If the Bidder has not included the security information in its bid, the Contracting Authority will provide the Bidder with an opportunity to submit the security information during the evaluation period. If the Bidder has not submitted the security information within the period set by the Contracting Authority, its bid will be declared non-responsive.

## **5.2 Certifications Precedent to Contract Award and Additional Information**

### **5.2.1 Status and Availability of Resources**

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

### **5.2.2 Education and Experience**

SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience



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## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 6.1 Security Requirements

1. At the date of bid closing, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
2. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
3. In the case of a joint venture Bidder, each member of the joint venture must meet the security requirements.

### 6.2 Controlled Goods Requirement

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

In the case of a joint venture Bidder, each member of the joint venture must meet the requirements of the Controlled Goods Program.



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## PART 7 - RESULTING CONTRACT CLAUSES

### 7.1 Statement of Work

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

### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

[2035](#) (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract with the following modifications:

a. Definition of Minister is modified as follows:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

#### 7.2.2 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

#### 7.2.3 Specific Person

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: \_\_\_\_\_ *(to be inserted at contract award)*.

#### 7.2.4 Non-Disclosure Agreement

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

### 7.3 Security Requirements

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



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**SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:  
PWGSC FILE N° W6399-19-KH78**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of **TOP SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. This contract includes access to **Controlled Goods**. Prior to access, the contractor must be registered in the Controlled Goods Program of Public Works and Government Services Canada (PWGSC).
3. The Contractor/Offeror personnel requiring access to **PROTECTED NON RESTRICTED** information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **TOP SECRET SIGINT, TOP SECRET, SECRET or RELIABILITY**, granted or approved by CISD/PWGSC.
4. The Contractor personnel requiring access to **CLASSIFIED RESTRICTED** information, assets or sensitive work site(s) **must be citizens of Canada** and must EACH hold a valid personnel security screening at the level of **TOP SECRET SIGINT, TOP SECRET, or SECRET, as required**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
5. The Contractor personnel requiring access to **COMSEC** information/assets **must be a citizen of Canada**, hold a valid security clearance commensurate with the information/assets that will be accessed, have a need-to-know and have undergone a COMSEC briefing and signed a COMSEC Briefing certificate. Access by foreign nationals or resident aliens must be approved by the Head of IT Security Client Services at CSEC on a case-by-case basis.
6. The Contractor/Offeror **MUST NOT** remove any **CLASSIFIED/PROTECTED** information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
7. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
8. The Contractor must complete and submit a **Foreign Ownership, Control and Influence (FOCI) Questionnaire** and associated documentation identified in the FOCI Guidelines for Organizations prior to contract award to identify whether a third party individual, firm or government can gain unauthorized access to **COMSEC / INFOSEC or CLASSIFIED NATO / FOREIGN** information/assets. **Public Works and Government Services Canada (PWGSC)** will determine if the company is *“Not Under FOCI”* or *“Under FOCI”*. When an organization is determined to be *Under FOCI*, PWGSC will ascertain if mitigation measures exist or must be put in place by the company so it can be deemed *“Not Under FOCI through Mitigation”*.
9. The contractor shall at all times during the performance of the contract possess a letter from PWGSC identifying the results of the FOCI assessment with a FOCI designation of *Not Under FOCI* or *Not Under FOCI through Mitigation*.
10. All changes to Questionnaire and associated FOCI evaluation factors must immediately be submitted to the Industrial Security Sector (ISS) to determine if the changes impact the FOCI designation.



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11. The Contractor/Offeror must also comply with the provisions of the:

- (a) Security Requirements Check List and Security Guide, attached at Annex C;
- (b) Industrial Security Manual (latest edition).

## 7.4 Term of Contract

### 7.4.1 Contract Period

The contract period begins on the date the Contract is awarded and ends 3 years later (to be completed at contract award).

### 7.4.2 Option to Extend the Contract

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

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

## 7.5 Authorities

### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Tabitha Legault  
Title and designation: Directorate of Land Procurement (DLP 8-1-1-1)  
Address: National Defence Headquarters  
101 Colonel By Drive  
Ottawa, Ontario  
K1A 0K2  
E-mail address: [tabitha.legault@forces.gc.ca](mailto:tabitha.legault@forces.gc.ca)

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



### 7.5.2 Technical Authority

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
  
 Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
 Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
 E-mail address: \_\_\_\_\_

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

### 7.5.3 Contractor's Representative

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

*(Will be deleted at contract award if not applicable)*

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

### 7.7 Payment

#### 7.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B. Customs duties are included and Applicable Taxes are extra.

#### 7.7.2 Travel and Living Expenses

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

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

All payments are subject to government audit.





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The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers.

Canada will not accept any travel and living expenses for any travel required between the Contractor's place of business and the NCR or any relocation of resources required to satisfy the terms of the Contract.

Estimated Cost: \$ 15,000.00

### 7.7.3 Travel Status Time

Travel Status Time will be limited to 50% of the hourly rate calculated by dividing the proposed firm all-inclusive per diem divided by 7.5.

Time spent by a contracted individual traveling to and from specific pre-authorized work assignments (not commuting) that are more than 100 kilometers from the individual's work location may be billed at 50% of the firm per diem rate. Time for travel which is more or less than a day shall be prorated to reflect actual time for travel in accordance with the following formula:

$$\frac{\text{Hours of travel} \times 50\% \text{ of firm all-inclusive per diem rate}}{7.5 \text{ hours}}$$

### 7.7.4 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page one of the Contract, less any Applicable Taxes. With respect to the amount set out on page one of the Contract, Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:

- a. It is 75 percent committed, or
- b. 4 months before the Contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

### 7.7.5 Terms of Payment - Monthly Payments

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

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



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

#### **7.7.6 Electronic Payment of Invoices – Contract**

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

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

#### **7.7.7 Time Verification**

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

#### **7.8 Invoicing Instructions**

The Contractor must submit invoices in accordance with the information required in the General Conditions.

The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.

By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract.

The Contractor must provide the original invoice to the Contracting Authority. On request, the Contractor must provide a copy of any invoices requested by the Technical Authority.

#### **7.9 Certifications and Additional Information**

##### **7.9.1 Compliance**

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

##### **7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

*(Will be deleted at contract award if not applicable)*

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the



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name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

### 7.10 Applicable Laws

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

### 7.11 Priority of Documents

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

- a. the Articles of Agreement;
- b. the general conditions 2035 (2020-05-28);
- c. Annex A, Statement of Work;
- d. Annex B, Basis of Payment;
- e. Annex C, Security Requirements Check List and Supplemental Security Guide;
- f. Annex D, Electronic Payment Instruments
- g. Annex E, Non-Disclosure Agreement;
- h. Annex F, Embedded Contractor Letter of Acknowledgement;
- i. the Contractor's bid dated \_\_\_\_\_ (to be inserted at contract award).

### 7.12 Defence Contract

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

### 7.13 Insurance

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

### 7.14 Controlled Goods Program-Contract

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

### 7.15 Additional Clauses

SACC Manual clause [A9068C](#) (2010-01-11) Government Site Regulations

### 7.16 Identification Protocol Responsibilities

The Contractor will be responsible for ensuring that each of its agents, representatives or subcontractors (hereinafter referred to as Contractor Representatives) complies with the following self-identification requirements:



- 
- a) Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify themselves as a Contractor Representative prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not an employee of the Government of Canada;
  - b) During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
  - c) If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.
  - d) If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority, and twenty working days to rectify the underlying problem.
  - e) In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.



## ANNEX A

### STATEMENT OF WORK SPECIAL INTELLIGENCE ADVISOR SUPPORT SERVICES

#### 1. Background

Special Operations are military activities conducted by specially trained and equipped forces using modes of operation not standard to conventional forces. Special Operations Forces (SOF) missions are intelligence-driven, based on a high fidelity of information collected for action or in support of strategic military/political decisions. The success of SOF operations is heavily reliant upon an advanced level of intelligence support and capability.

#### 2. Objective

The services of one Special Intelligence Advisor in support of Canadian Special Operations Forces Command (CANSOFCOM) Intelligence, Surveillance and Reconnaissance (ISR) for the Department of National Defence (DND) are required to aid and support in the implementation of current intelligence projects, and the design and implementation of future capabilities. This will include advice, support and consultation to CANSOFCOM Intelligence (J2) Operations and Force Development (FD) personnel.

#### 3. Abbreviations, Acronyms and Definitions

The following abbreviations, defined words, and acronyms are used in this SOW:

<b>Acronyms</b>	
CANSOFCOM	Canadian Special Operations Forces Command
DND	Department of National Defence
FD	Force Development
HQ	Headquarters
ISR	Intelligence, Surveillance and Reconnaissance
SOCMINT	Social Media Intelligence
SOF	Special Operations Forces
TA	Technical Authority

<b>Definitions</b>	
Intelligence	Product resulting from the processing of information concerning foreign nations, hostile or potentially hostile forces or elements; or areas of actual or potential operations. The term also applies to the activity which results in the production, and to the organization involved in such an activity.
Social Media Intelligence	The intelligence or information derived from human data communications via Social Media (SM) platforms through connection to the internet.
Special Operations	Operations requiring unique modes of employment, tactical techniques, equipment and training often conducted in hostile, denied, or politically sensitive environments and characterized by one or more of the following: time sensitive, clandestine, low visibility, conducted with and/or through indigenous forces, requiring regional expertise, and/or a high degree of risk.
Open Source Intelligence	Intelligence derived from publicly available information, as well as other unclassified information that has limited public distribution or access.



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## 4. Scope of Work

### 4.1 Tasks

The Contractor's resource will perform tasks in support of the CANSOFCOM. These tasks may include, but are not limited to the following:

- 4.1.1 Coordinate and collaborate with Director Force Development (DFD), J2, J6, and unit S2 and S6 to identify and refine requirements in preparation for the establishment of a specific ISR capabilities including, but not restricted to, Airborne ISR capabilities and Special Operations Task Force (SOTF) Command and Control (C2);
- 4.1.2 Participate in related ISR working groups and discussions, both internal and external to CANSOFCOM as required;
- 4.1.3 Provide input and intelligence subject matter advice to Unit and CANSOFCOM HQ staff or other staff as requested to ensure informed ISR capability development to include advising on organisational design, personnel requirements and equipment procurement;
- 4.1.4 Assist in the preparation, review and implementation of supporting policies and ISR operational procedures;
- 4.1.5 Prepare or coordinate the preparation of SOF ISR doctrine, operating concepts and tactics, techniques, procedures and assist in the planning and conduct of ISR 'proof of concept' operations as necessary;
- 4.1.6 Assist in the development of strategic partnerships with the Canadian Armed Forces (specifically Canadian FD, Canadian Forces Intelligence Command, Canadian Joint Operations Command and the Services) other government departments and agencies specifically related to consulting on ISR doctrine, FD initiatives and operationalizing ISR capabilities;
- 4.1.7 Prepare ISR submissions and presentations to strategic partners and CANSOFCOM senior management as necessary;
- 4.1.8 Assist in the preparation, development and coordination of ISR capability planning and development schedules;
- 4.1.9 Develop and provide updates to CANSOFCOM HQ Staff as requested;
- 4.1.10 Participate in all appropriate meetings;
- 4.1.11 Assist the Director FD, J2 and J6 staff in completing any other ISR tasks, objectives and activities that may arise; and
- 4.1.12 Assist the CANSOFCOM J2 in providing related Intelligence/ISR input into "Future CANSOFCOM" studies such as, but not limited to, "SOF Next – Strategy 2.0".

### 4.2 Hours of Operation

The Contractor's resource should be available on-site five (5) days per week between the core hours of operations. Core hours of operation are defined as 0700 hours to 1700 hours Monday through Friday.



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Although the Contractor's resource may work outside of these core hours, a significant volume of work occurs principally during core business hours. Furthermore, access to DND facilities that are controlled and monitored, and access to DND resources outside these core hours, may be limited.

The Contractor's resource must also be available to work outside the core hours during the duration of the Contract including weekends and/or holidays. Any time worked over the number of billable hours/days in a month must be pre-approved by the TA.

## **5. Deliverables**

The Contractor's resource will be required to prepare and submit various deliverables resulting from the services provided.

### **5.1 These deliverables may include, but are not limited to the following:**

- 5.1.1 Requirements documentation, technical documentation, policies, plans and reports;
- 5.1.2 Presentations and project related documentation;
- 5.1.3 Agenda and minutes for meetings and conferences; and
- 5.1.4 Visit reports for all travel that occurs.

Unless otherwise specified by the TA, one hard copy and one soft copy of these deliverables must be provided to the TA. Soft copy deliverables must be provided in an electronic format approved by the TA.

### **5.2 Monthly Status Report**

On a monthly basis, the Contractor's resource must submit a "Monthly Status Report" on the level of effort required for the month with the associated tasks and deliverables. The Monthly Status Report must be attached to the monthly invoice. As a minimum, each Monthly Status Report must document the following information:

- 5.1.1 All significant activities performed by the Contractor's resource during the period covered by the monthly invoice;
- 5.1.2 Status of all action/decision items as well as a list of outstanding activities;
- 5.1.3 A description of any problems encountered;
- 5.1.4 Any recommendations relating to the conduct of the Work;
- 5.1.5 Total number of days charged for the Contractor's resource;
- 5.1.6 Cumulative number of hours charged for the Contractor's resource; and
- 5.1.7 Travel costs incurred including all applicable original receipts.



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## 6 Limitations and Constraints

- 6.1 There will be a requirement for the Contractor's resource to access information available exclusively at Canada's facilities located in the National Capital Region.
- 6.2 The TA or other authorized departmental government representative must have access at all times to the Contractor's resource's work using one of DND's internal information management systems.
- 6.3 The Contractor's resource must be able to communicate proficiently, both orally and in writing, in English. Working knowledge of French is an asset.
- 6.4 All CANSOFCOM facilities are restricted areas and the use of electronic device including cellular phones, cameras or any other electronic recording device is not allowed.

## 7 DND Support

- 7.1 To aid the Contractor's resource in the provision of the required services, the following information, materials, and assistance will be provided, if available and deemed appropriate by the TA:
  - 7.1.1 All available data, documentation and/or database access deemed necessary by the TA for the provision of services under this SOW;
  - 7.1.2 Consultation with the TA and other specialists may be arranged by the TA; and
  - 7.1.3 Other information, data and assistance available and requested by the Contractor's resource subject to concurrence by the TA.
  - 7.1.4 The Contractor's resource is advised that the above does not represent a commitment by Canada and that it is the Contractor's resource's sole responsibility to provide all services required to perform the Contract. The Contractor's resource must be able to work independently on all aspects of the required services.

### 7.2 Training

To aid the Contractor's resource in the provision of the required services, Canada may provide special training to the Contractor's resource, for unique DND Computer Systems/Software that have been recently implemented or changed, or mandatory departmental training, including:

Controlled Goods/Controlled Technology Access and Transfer (CTAT);

The training will be provided at no cost to the contractor if all of the following conditions are met:

- 7.1 Training is not readily commercially available to the Contractor's resource;
- 7.2 Training is offered by Canada;
- 7.3 Training requested is in support of the tasks described at paragraph 4.1 herein; and
- 7.4 The TA has authorized the training.





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## **8 Location for Provision of Required Services**

- 8.1 Primary work location will be in the National Capital Region (Ottawa, Ontario). The location will be provided at Contract award.
- 8.2 DND will provide sufficient office space, general-purpose office furniture and IT equipment/services (CPU, keyboard, monitor and access to the divisional LAN subject to normal security requirements).
- 8.3 DND will provide, subject to normal security requirements, and only to the specified Contractor's resource, access to identified databases or applications resident on DND's computers or networks for the sole purpose of executing the services associated with this Contract. DND, at its sole discretion, will identify the nature and characteristics of such access.
- 8.4 All of the above provisions must, in all cases, be subject to the availability of suitable DND office facilities in the National Capital Region.
- 8.5 After Contract award, Canada will not consider any requests to amend the Contract basis of payment to allow the Contractor to recover any costs associated with a change in the location where the required services are provided.

## **9 Contractor Responsibilities**

- 9.1 The Contractor is responsible for all work produced under this Contract, including completeness, accuracy and adherence to all relevant safety and environmental regulations, rules and good practices.
- 9.2 The Contractor must maintain an electronic library of work in progress, delivered items and review comments, and must perform version control.
- 9.3 Contractor to arrange all travel.
- 9.4 It is the responsibility of the Contractor to have an approved Visit Clearance Request (VCR) prior to the start of work.

## **10 Language of Work**

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

All work, including tasks and deliverables, must be provided in English.



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## 11 Travel and Living

The Contractor's resource may be required to travel within Canada, the FVEYs, or NATO countries and must be able to travel.

All travel will require prior written approval of the TA or the authorized representative. The Contractor will be reimbursed for authorized travel costs reasonably incurred in the performance of the Work in accordance with the National Joint Council Travel Directive (<http://www.njccnm.gc.ca/directive/travel-voyage/index-eng.php>).

Canada will not accept or reimburse any travel or living expenses incurred by the Contractor's resources in the performance of the work for services provided to or within NCR nor any travel between the Contractor's place of business and the NCR.

If requested by the TA, the Contractor's resource must prepare a trip report and provide it to the TA, for review and approval, no later than ten working days after return from the trip in the format specified by the TA. The content of this trip report will be defined prior to or immediately subsequent to the travel in question, and content will be directly related to the purpose for which the travel is taken.



**ANNEX B**

**BASIS OF PAYMENT**

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks.

Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all-inclusive fixed daily rate must be prorated to reflect the actual time worked.

**1.0 Initial Contract Period:**

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

Initial Contract Period		
Year	Category	Firm per Diem Rate
1	Special Intelligence Advisor	\$ _____
2	Special Intelligence Advisor	\$ _____
3	Special Intelligence Advisor	\$ _____

**1.1 Option to Extend the Term of the Contract**

This section is only applicable if the option to extend the Contract is exercised by Canada.

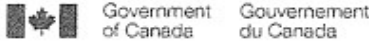
During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

Option Years		
Option Year	Category	Firm per Diem Rate
1	Special Intelligence Advisor	\$ _____
2	Special Intelligence Advisor	\$ _____



ANNEX C

SECURITY REQUIREMENTS CHECK LIST AND SECURITY GUIDE



Contract Number / Numéro du contrat <b>W6399-19-KH78</b> <i>Amendment</i>
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 <b>DND</b>		2. Branch or Directorate / Direction générale ou Direction CANSOFCOM / Force Development	
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 <b>Special Advisor Intelligence</b>			
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?			No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Non <input type="checkbox"/> Oui <input checked="" type="checkbox"/>
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?			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Oui <input checked="" type="checkbox"/> Non <input type="checkbox"/>
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.)			No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Non <input type="checkbox"/> Oui <input checked="" type="checkbox"/>
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.			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Oui <input checked="" type="checkbox"/> Non <input type="checkbox"/>
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?			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Oui <input checked="" type="checkbox"/> Non <input type="checkbox"/>
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>	NATO / OTAN		Foreign / Étranger
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN		No release restrictions / Aucune restriction relative à la diffusion
Not releasable / À ne pas diffuser <input checked="" type="checkbox"/>	Restricted to: / Limité à :		Restricted to: / Limité à :
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 checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ	PROTECTED A / PROTÉGÉ A	
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	PROTECTED B / PROTÉGÉ B	
PROTECTED C / PROTÉGÉ C	NATO CONFIDENTIAL / NATO CONFIDENTIEL	PROTECTED C / PROTÉGÉ C	
CONFIDENTIAL / CONFIDENTIEL	NATO SECRET / NATO SECRET	CONFIDENTIAL / CONFIDENTIEL	
SECRET / SECRET <input checked="" type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET	SECRET / SECRET	
TOP SECRET / TRÈS SECRET <input checked="" type="checkbox"/>		TOP SECRET / TRÈS SECRET	
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input checked="" type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT)	



Contract Number / Numéro du contrat <b>W6399-19-KH78</b> <i>Ann 1 SA1</i>
Security Classification / Classification de sécurité Unclassified

<b>PART A (continued) / PARTIE A (suite)</b>		
8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité : <b>Top SECRET</b>	No Non	Yes Oui <input checked="" type="checkbox"/>
9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document :	<input checked="" type="checkbox"/>	No Non <input type="checkbox"/> Yes Oui <input type="checkbox"/>
<b>PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)</b>		
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 checked="" type="checkbox"/> SECRET SECRET
<input checked="" 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"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS		<input checked="" type="checkbox"/> TOP SECRET TRÈS SECRET
		<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
Special comments: Commentaires spéciaux : _____		
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.		
10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?	<input checked="" type="checkbox"/>	No Non <input type="checkbox"/> Yes Oui <input type="checkbox"/>
<b>PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)</b>		
<b>INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS</b>		
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?	<input checked="" type="checkbox"/>	No Non <input type="checkbox"/> Yes Oui <input type="checkbox"/>
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?	<input checked="" type="checkbox"/>	No Non <input type="checkbox"/> Yes Oui <input type="checkbox"/>
<b>PRODUCTION</b>		
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?	<input checked="" type="checkbox"/>	No Non <input type="checkbox"/> Yes Oui <input type="checkbox"/>
<b>INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)</b>		
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?	<input checked="" type="checkbox"/>	No Non <input type="checkbox"/> Yes Oui <input type="checkbox"/>
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?	<input checked="" type="checkbox"/>	No Non <input type="checkbox"/> Yes Oui <input type="checkbox"/>





Contract Number / Numéro du contrat <b>W6399-19-KH78</b> <i>Amend 1 sm</i>
Security Classification / Classification de sécurité Unclassified

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

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

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



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Solicitation No. W6399-19-KH78/A

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## ANNEX D

### ELECTRONIC PAYMENT INSTRUMENTS

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)



**ANNEX E**

**NON-DISCLOSURE AGREEMENT**

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

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. \_\_\_\_\_ *[to be inserted at Contract award]* between Her Majesty the Queen in right of Canada, represented by the Department of National Defence and \_\_\_\_\_, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

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

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

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: \_\_\_\_\_ *[to be inserted at Contract award]*.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_





**ANNEX F**

**EMBEDDED CONTRACTOR LETTER OF ACKNOWLEDGEMENT**

Reference: Defence Administrative Orders and Directives (DAOD) Series 3003

(<http://www.forces.gc.ca/en/about-policies-standards-defence-admin-orders-directives/index.page>)

Name of Person (Contractor): \_\_\_\_\_

Name of Company: \_\_\_\_\_

DND Contract Number: **[to be inserted at Contract award]**

You have been identified by the Canadian Department of National Defence (DND) as an “embedded contractor” with a need to examine, possess or transfer controlled goods and/or controlled technical data as defined in the DAOD 3003-0 regarding controlled goods. “Embedded contractors” are specifically identified individuals under contract to DND working under the day-to-day direction and control of the DND, within a DND establishment.

In accordance with the DAOD 3003-1, Management, Security and Access Requirements Relating to Controlled Goods, “embedded contractors” are permitted to have access to controlled goods and/or controlled technical data on the same basis as DND personnel on the condition that certain criteria are met. Your initials are required next to each of the following items to confirm that you, as an individual, meet these criteria:

\_\_\_\_\_(a) You, or your parent company, is registered, or exempt from registration, with the Controlled Goods Directorate at Public Works and Government Services Canada (PWGSC – CGD);

- Company Name: \_\_\_\_\_
- Registration #: \_\_\_\_\_
- Registration Expiry Date: \_\_\_\_\_

\_\_\_\_\_(b) You have a specific need to know; and

\_\_\_\_\_(c) You maintain a Level II (Secret) clearance issued by the Government of Canada.

By receiving this permission to access controlled material within DND when such access is required, you are under an obligation to comply with all elements of the DAOD 3003-1 with respect to the handling and safeguarding of controlled goods. You are also required to complete all applicable training on controlled goods.

As an “embedded contractor” in DND, you are not permitted to disclose controlled goods or technical data to anyone other than authorized DND personnel who have a need to know, and have a level of clearance appropriate to the material being disclosed. This includes other individuals who have been identified as embedded contractors. You **MUST NOT** disclose or transfer controlled goods including controlled technical data to any outside third parties, including the company employing you or contracting for your services, unless authorized by the CTAT Office.



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Non-compliance with the terms of the DAOD 3003-1 and this letter may result in the denial to access controlled goods/technical data and/or may be considered a default under your current contract and may be subject to violations under the Defence Production Act (DPA).

By signing below, you acknowledge your obligations and responsibilities as an embedded contractor in DND with respect to controlled goods.

I, the undersigned, hereby agree to abide by the terms of this letter and the DAOD 3003.

Signature: \_\_\_\_\_

Name of Contractor (Print): \_\_\_\_\_

Date: \_\_\_\_\_

Name of DND/CAF Commanding Officer/Manager (Print): \_\_\_\_\_