

National Defence National Defence Headquarters Ottawa, Ontario K1A 0K2

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

REQUEST FOR QUOTATION DEMANDE DE QUOTATION

RETURN QUOTATIONS TO: RETOURNER LES QUOTATIONS À :

DapServicesBidReceiving-DoaServicesReceptionDesSoumissions@forces.gc.ca

Attn : Tony Seng, DAP 2-3-7-2

Proposal To: Department of National Defence

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 : Ministère de la Défense nationale

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

Title/Titre	Solicitation No – N° de l'invitation	
CF-18 Courseware	W8485-20-SC05	
Developer Services		
Date of Solicitation – Date de l'inv	vitation	
Address Enquiries to – Adresser t	outes questions a	
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DAP 2-3-7-2		
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Gatineau, QC K1A 0K2		
Instructions:		
Municipal taxes are not applicable. herein all prices quoted must includ customs duties, GST/HST, excise ta Delivery Duty Paid including all deli as indicated. The amount of the Goo Tax/Harmonized Sales Tax is to be Instructions: Les taxes municipa indication contraire, les prix indique droits de douane canadiens, la TPS/	le all applicable Canadian xes and are to be delivered very charges to destination(s) ods and Services shown as a separate item. les ne s'appliquent pas. Sauf és doivent comprendre les /TVH et la taxe d'accise. Les	
biens doivent être livrés « rendu dr livraison compris, à la ou aux destir de la taxe sur les produits et service doit être indiqué séparément.	oits acquittés », tous frais de nations indiquées. Le montant	

Solicitation Closes – L'invitation prend fin	Delivery required - Livraison exigée	Delivery offered - Livraison proposée
At – à : 2:00 pm Eastern Daylight Time (EDT) 14:00 Heure avancée de l'Est (HAE)	Vendor Name and Address - Raiso	n sociale et adresse du fournisseur
On - le : 13 juillet 2021 13 July 2021		
		d to sign on behalf of vendor (type or autorisée à signer au nom du fournisseur
	Name/Nom	Title/Titre
	Signature	Date

Canada

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Federal Contractors Program for Employment Equity – Certification, the DND 626 Task Authorization Form, Embedded Contractor Letter of Acknowledgement and Non-disclosure Agreement.

1.2 Summary

1.2.1 The Department of National Defence's (DND) Director of Aerospace Equipment Program Management (Fighters and Trainers) (DAEPM(FT)) has a requirement for Courseware Development services using the Next Generation Threat System (NGTS) software for CF-18 Advanced Distributed Combat Systems (ADCTS). Two (2) NGTS Courseware Developers are required (1 at Canadian Forces Base (CFB) Bagotville, QC Mission Training Centre (MTC) & 1 at CFB Cold Lake, AB MTC).

1.2.2 It is intended to award either one (1) contract for two (2) Courseware Developers (one for each of the CFB Bagotville and CFB Cold Lake locations); or to award two (2) contracts comprised of one (1) Courseware Developer for the CFB Bagotville location and one (1) Courseware Developer for the CFB Cold Lake location. The contract(s) will be for 2 years plus 1 one-year irrevocable option allowing Canada to extend the term of the contract.

1.2.3 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 <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

1.2.4 This procurement is subject to the Controlled Goods Program. The <u>Defence Production Act</u> defines Canadian Controlled Goods as certain goods listed in Canada's Export Control List, a regulation made pursuant to the Export and Import Permits Act (EIPA).

Because the Contract involves Controlled Goods and the entirety of the contracting activities are performed in a facility operated by the Department of National Defence (DND), the Contractor must sign an acknowledgement letter, attached at Annex E, or follow any other requirements as prescribed by the Contracting Authority.

The following sentence applies should the Bidder's proposal exceeds \$1,000,000, options excluded and Applicable Taxes included:

1.2.5 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled *Federal Contractors Program for Employment Equity - Certification*.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The <u>2003</u> (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) Section 05, Submission of Bids Subsection 4 is amended as follows:

Delete: 60 days Insert: 90 days

- (c) Section 06, Late Bids is deleted in its entirety and replaced with the following text: for bids submitted electronically, the late bids will be deleted. Records will be kept documenting the transaction history of all late bids.
- (d) Section 07, Delayed Bids is deleted in its entirety and replaced with the following text: 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, Transmission by facsimile by epost Connect, sub-section 1.a and sub-section 2 are deleted in their entirety.
- (f) Section 20, Further Information, sub-section 2 is deleted in its entirety.

2.1.1 SACC Manual Clauses

SACC Manual clause A9130T (2019-11-28), Controlled Goods Program - Bid

2.2 Submission of Bids

2.2.1. Unless specified otherwise in the RFP or otherwise directed by the Contracting Authority, bids must be submitted to the Department of National Defence organization by electronic mail by the date and time indicated on page 1 of the solicitation.

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

2.3 Former Public Servant – Competitive Bid (SACC Manual <u>A30257</u>) (2020-05-04)

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

Former Public Servant in Receipt of a Pension

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

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

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

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 <u>Contracting Policy Notice: 2019-01</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

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.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

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

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

2.6 Basis for Canada's Ownership of Intellectual Property

The Department of National Defence has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the <u>Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts</u>: the Intellectual Property in Foreground Information consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

2.7 Bid Challenge and Recourse Mechanisms

(a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

(b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

(c) Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

The Bidder can bid to provide the services of a Courseware Developer for either the CFB Bagotville or the CF Cold Lake location or the Bidder can provide a bid to provide the services in both locations. Canada requests that the Bidder clearly identifies in the first pages of its bid which location(s) of work it is bidding on.

3.1 Bid Preparation Instructions

The bid must be gathered per section and separated as follows:

Section I: Technical Bid: one (1) soft copy submitted by e-mail;

Section II: Financial Bid: one (1) soft copy submitted by e-mail;

Section III: Certifications: one (1) soft copy submitted by e-mail; and

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

Canada requests that Bidders use a numbering system that corresponds to that of the bid solicitation.

Section I: Technical Bid

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

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

Part 4, Evaluation Procedures, contains additional instructions that Bidders should consider when preparing their technical bid.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in Canadian funds and in accordance with the Pricing Schedule detailed in Attachment 1 to Part 4.

3.1.2 Rates – Resources

Bidders must submit firm rates for all categories of resources listed in the Pricing Schedule detailed in Attachment 1 to Part 4.

3.1.3 Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

Mandatory and point-rated technical evaluation criteria are included in Attachment 1 to Part 4.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price - Bid

4.2 Basis of Selection

- 4.2.1 SACC Manual Clause A0035T, Basis of Selection Lowest Price Per Point (2007-05-25)
 - 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 70 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.
 - 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.

4.2.2 In the event two or more responsive bids have the same lowest evaluated price, the proposal with the most months experience in PR1 will be recommended for award of a contract.

4.3 Technical Evaluation

4.3.1 Joint Venture Experience

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

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

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

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

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

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

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

that show in total 100 billable days.

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

ATTACHMENT 1 to PART 4, MANDATORY and POINT RATED REQUIREMENTS FOR THE PROVISION OF Courseware Development using Next Generation Threat System (NGTS) TO THE Director of Aerospace Equipment Program Management (Fighters and Trainers) (DAEPM(FT))

1.0 Mandatory Technical Criteria

- 1.1 The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.
- 1.2 Bids which fail to meet the mandatory technical criteria will be declared **NON-RESPONSIVE** and will not be evaluated further. Each mandatory technical criterion should be addressed separately.
- 1.3 The Bidder's proposal must include a *Curriculum Vitae* for all proposed resource(s). Each *Curriculum Vitae* must fully demonstrate how the proposed resource meets or exceeds each mandatory technical requirement and how the stated qualifications/experience were obtained. Simply listing or stating that a qualification or experience exists will not suffice for the purposes of demonstrated. The *Curriculum Vitae* must include details as to the where, when, month and year through which the stated qualifications/experience were obtained.
- 1.3.1 For the purposes of this evaluation, the demonstrated experience in the below Mandatory Requirements may happen concurrently. Overlaps in time, however, will only be counted once; e.g., if the resource worked at Company A from July to August 2015 and at Company B from August to October 2015, each month would only be counted once, resulting in a total working time of four (4) months.
- 1.4 Bidders must provide copies of appropriate documentation such as degrees, diplomas, certifications and other professional certifications or designations.

MT Number	Title	Method of Compliance	Bidder Substantiation
MT1	The Bidder's proposed Courseware Developer(s) must have at least 500 hours of flying experience as pilot in command accumulated on either one or more of the following aircraft types: • CF-18; • F/A-18; • F15; • F16; • F22; or • F35.	The Bidder must provide a copy of Pilot's Log Book. Failure to provide proof of certification/ accreditation will result in a bid being declared non-responsive.	

Mandatory Technical (MT) Criteria for Courseware Development using Next Generation Threat System (NGTS)

MT Number	Title	Method of Compliance	Bidder Substantiatio
MT2	The Bidder's proposed Courseware Developer(s) must have held at least one of the following positions on the CF-18 or F/A- 18A/B/C/D variants for at least 48 months within the past 84 months: • Pilot; • Instructor Pilot; or • Simulator Instructor/Operator.	The Bidder must provide a copy of either the Pilot's Log Book, or Acknowledgment Letters approved by government (RCAF, USAF, RAAF etc.) or Monthly Progress Reports approved by government (RCAF, USAF, RAAF etc.). Also, the Bidder must provide the Military Personnel Record Resume (MPRR). Failure to provide proof of certification/ accreditation will result in a bid being declared non-responsive	

2.0 **Point Rated Technical Criteria**

- 2.1 Bids that meet all the Mandatory Technical Criteria will be evaluated and scored as specified in the tables inserted below.
- 2.2 The minimum number of points required to be considered responsive is 70 out of 100. Bids which fail to obtain the required minimum number of points specified will be declared non-responsive.
- 2.3 Each point rated technical criterion should be addressed separately. Unsubstantiated points will be rejected, which may cause the bid to be declared non-responsive.
- 2.4 Points will be allocated to each resource proposed by the Bidder for the education, the certification and the relevant experience. Bidders should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications/ experience were obtained.
- 2.5 If a point-rated criteria is not addressed, it will be given a score of zero.

In the form, the maximum number of points is indicated for each point-rated criteria. This information is for the Bidder's use only and may vary upon the completion of the technical evaluation by Canada.

PRT #	Point-Rated Technical Criterion	Maximum Points	Point Scale	Bidder Substantiation
PRT1	The Bidder's proposed Courseware Developer(s) should demonstrate experience (total logged time) in developing scenarios using Next Generation Threat System (NGTS) version 3.0 and above (released after 2012).	40	No experience = 0 pts ≥ 1 month to 1 year = 10 pts ≥ 1 up to 2 years = 20 pts ≥ 2 up to 3 years = 30 pts > 3 years = 40 Pts	The Bidder must provide copies of either the Acknowledgment Letter approved by government (RCAF, USAF, RAAF etc.) or Monthly Progress Reports approved by government (RCAF, USAF, RAAF etc.). Failure to provide proof of certification/ accreditation will result in a bid being declared non-responsive.
PRT2	The Bidder's proposed Courseware Developer(s) should demonstrate experience within the past 120 months for operating a simulator for the following aircraft types: • CF-18; • F/A-18; • F/A-18; • F15; • F16; • F22; or • F35.	15	Less than 24 months = 0 pts ≥ 24 up to 48 months = 5 pts ≥ 48 up to 72 months = 10 pts > 72 months = 15 pts	The Bidder must provide copies of either the Acknowledgment Letter approved by government (RCAF, USAF, RAAF etc.) or Monthly Progress Reports approved by government (RCAF, USAF, RAAF etc.). Failure to provide proof of certification/ accreditation will result in a bid being declared non-responsive.
PRT3	The Bidder's proposed Courseware Developer(s) should have documentation indicating their currency (a lower number means more current) in operating an aircraft similar to the current CF-18 configuration as a simulator instructor or pilot-in-command on the CF-18 and/or F/A-18	30	\leq 96 to 60 months = 5 pts \leq 60 to 40 = 15 pts \leq 40 to 24 months = 20 pts < 24 months = 30 pts	The Bidder must provide copies of either the Acknowledgment Letter approved by government (RCAF, USAF, RAAF etc.) or Monthly Progress Reports approved by government (RCAF, USAF, RAAF etc.). Failure to provide proof of certification/ accreditation will result in a bid being declared non-responsive.
PRT4	The Bidder's proposed Courseware Developer(s) should have documentation indicating their flying hours () as pilot in command accumulated on either one or more of the following aircraft types: CF-18, F/A-18, F15, F16, F22, or F35.	15	Less than 500 hours = 0 pts ≥ 500 to 1000 hours = 5 pts ≥ 1000 to 1500 hours = 10 pts > 1500 hours = 15 pts	The Bidder must provide a copy of the Pilot's Log Book. Failure to provide proof of certification/ accreditation will result in a bid being declared non-responsive.
Minimur	number of points required	70		
	Imber of points available	100		

ATTACHMENT 2 to PART 4, PRICING SCHEDULE

The Bidder must complete the pricing schedule below for either one or two of the Courseware Developers and include it in its financial bid. Canada will declare a bid non-responsive, if the Bidder fails to provide a financial bid for each period. The Bidder must quote all-inclusive fixed daily rates (in Can \$).

For Work to be performed at the Bagotville, QC and the Cold Lake, AB work location(s):

- a. Canada will not accept any travel and living expenses incurred by the Contractor in the performance of the Work, for:
 - i. services provided within 100 km of the work location
 - ii. any travel between the Contractor's place of business and the work location
- b. For Services provided outside 100 km of the work location, 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 <u>National Joint</u> <u>Council Travel Directive</u> and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
- c. Canada will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract
- d. All travel must have the prior authorization of the Technical Authority. All payments are subject to government audit

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.

The addition of any conditions or changes to the pricing schedule tables will render the financial bid non-responsive.

The rates included in this pricing schedule exclude the total estimated cost of the authorized travel and living expenses described in Part 7 of the bid solicitation.

1.0 Contract Period

1.1 The initial contract period is from an estimated contract award date of 1 July 2021 to 31 March 2023.

Initial Contract Period: from an estimated contract award date of 1 July 2021 to 31 March 2023				
Category of Personnel	Level of Security	Firm All Inclusive Per Diem Rate (CAD)	Estimated Level of Effort	Totals
		А	В	C = A x B
Resource #1 Courseware Developer at the CFB Bagotville, QC location	Top Secret	\$	480 days	\$
Resource #2 Courseware Developer at the CFB Cold Lake, AB location	Top Secret	\$	480 days	\$
Evaluated Price (excluding taxes)		\$		
Applicable taxes				\$

1.2 Option Periods

Option to Extend the Term of the Contract: This section is only applicable if the optional period is exercised by Canada.

Option Period: 1 April 2023 to 31 March 2024				
Category of Personnel	Level of Security	Firm All Inclusive Per Diem Rate (CAD)	Estimated Level of Effort	Totals
		А	В	C = A x B
Resource #1 Courseware Developer at the CFB Bagotville, QC location	Top Secret	\$	240 days	\$
Resource #2 Courseware Developer at the CFB Cold Lake, AB location	Top Secret	\$	240 days	\$
Evaluated Price (excluding taxes)			\$	
Applicable taxes				\$

2.0 Definition of a Day

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all-inclusive fixed daily rate must be prorated to reflect the actual time worked.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 Former Public Servant

The Bidder must provide for Part 2, article 2.3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

The following paragraphs apply if the Bidder's proposal exceeds \$1,000,000, options excluded and Applicable Taxes included.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

5.2.4 Education and Experience

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

5.2.5 Security Information

Bidders are requested to submit the following security information for each of the proposed resources 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:

5.2.6 Non-disclosure Agreement

SACC Manual A9126C (2010-08-16)

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed nondisclosure agreement, attached at Annex F 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. The following attachment applies if the Bidder's proposal exceeds \$1,000,000, options excluded and Applicable Taxes included

ATTACHMENT 1 to PART 5, FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit <u>Employment and</u> <u>Social Development Canada (ESDC) – Labour's</u> website.

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

Complete both A and B.

A. Check only one of the following:

- () A1. The Bidder certifies having no work force in Canada.
- () A2. The Bidder certifies being a public sector employer.
- () A3. The Bidder certifies being a <u>federally regulated employer</u> being subject to the <u>Employment</u> <u>Equity Act</u>.
- () A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent fulltime and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - () A5.1. The Bidder certifies already having a valid and current <u>Agreement to Implement</u> <u>Employment Equity</u> (AIEE) in place with ESDC-Labour.
- OR
- () A5.2. The Bidder certifies having submitted the <u>Agreement to Implement Employment Equity</u> (<u>LAB1168</u>) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.
- B. Check only one of the following:
- () B1. The Bidder is not a Joint Venture.

OR

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security 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 <u>Contract Security</u> <u>Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/escsrc/introduction-eng.html) website.

6.2 Controlled Goods Requirement

SACC Manual clause <u>A9130T</u> (2019-11-28) Controlled Goods Program

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.1.1 Task Authorization

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

7.1.1.1 Task Authorization Process

- (a) The Contracting Authority will provide the Contractor with a description of the task using the "DND 626, Task Authorization Form" specified in Annex D.
- (b) The Task Authorization will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The Task Authorization will also include the applicable basis (bases) and methods of payment as specified in the Contract.
- (c) The Contractor must provide the Contracting Authority, within 10 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- (d) The Contractor must not commence work until a Task Authorization authorized by the Contracting Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a Task Authorization has been received will be done at the Contractor's own risk.

7.1.1.2 Minimum Work Guarantee - All the Work - Task Authorizations

(a) In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means \$10,000.00.

- (b) Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph c of this clause. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- (c) In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- (d) Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard</u> <u>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.</u>

7.2.1 General Conditions

<u>2035</u> (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.

7.3 Security Requirements

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

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. W8485-20-SC05

- 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 Contract Security Program (CSP), 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 CLASSIFIED information, assets or sensitive site(s) **must be a citizen of Canada and** must EACH hold a valid personnel security screening at the level of **TOP SECRET**, granted or approved by the CSP, PWGSC.
- 4. 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.
- 5. The Contractor/Offeror personnel requiring access to NATO CLASSIFIED information, assets or sensitive site(s) must be permanent residents of Canada or citizens of a NATO member country and EACH hold a valid personnel security screening at the level of NATO SECRET, granted or approved by the appropriate delegated NATO Security Authority.
- 6. The Contractor/Offeror MUST NOT remove any CLASSIFIED information or assets from the identified 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 the CSP, PWGSC.
- 8. The Contractor must complete and submit a **Foreign Ownership**, **Control or 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 and CLASSIFIED NATO** 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 must 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.
- 11. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C
 - (b) Industrial Security Manual (Latest Edition).

7.4 Term of Contract

7.4.1 Period of the Contract

The Work is to be performed during the period of 1 July 2021 to 31 March 2023.

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 1 additional 1 year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

7.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Contract with Task Authorizations is to establish the delivery of the requirement detailed under the Contract, to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement outside the Contract.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Tony Seng Title: Materiel Acquisition and Support Specialist, DAP 2-3-7-2 Department of National Defence (DND) Directorate: Directorate of Aerospace Procurement (DAP) Address: 455 Boulevard de la Carrière, Gatineau, QC

Telephone: 819-939-4148 E-mail address: Tony.Seng@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

[To be identified at Contract Award]

The Technical Authority for the Contract is:

Name:				
Title:	_			
Department of N	latio	nal	Defence	(DND)
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

[To be identified at Contract Award]

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

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Payment

7.7.1 Basis of Payment

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

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

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

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

7.7.3 Monthly Payment

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

7.7.4 SACC Manual Clauses

SACC Manual clause <u>A9117C</u> (2007-11-30) T1204 – Direct Request by Customer Department

7.7.6 Travel and Living Expenses

For Work performed at the Bagotville, QC and the Cold Lake, AB work location(s):

- a. Canada will not accept any travel and living expenses incurred by the Contractor in the performance of the Work, for:
 - i. services provided within 100 km of the work location
 - i. any travel between the Contractor's place of business and the work location
- b. For Services provided outside 100 km of the work location, 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 <u>National Joint</u> <u>Council Travel Directive</u> 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.
- c. Canada will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.
- d. All travel must have the prior authorization of the Technical Authority. All payments are subject to government audit.

7.8 Invoicing Instructions

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

completed.

Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the release document and any other documents as specified in the Contract;
- (c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses; and
- (d) a copy of the monthly progress report.
- 7.8.2 Invoices must be distributed as follows:
 - (a) The original must be submitted electronically to the following email addresses:
 - 1. WGM.DAP2_INVOICES_DOA2_RECU@FORCES.GC.CA
 - 2. the email address of the Contracting Authority identified under the section entitled "Authorities" of the Contract

Individual e-mails exceeding five (5) megabytes, or those that include other factors such as embedded macros and/or links, may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Contractor.

Larger invoices may be submitted through more than one e-mail. The Contracting Authority will confirm receipt of documents. It is the Contractor's responsibility to ensure that the Procurement Authority has received the entire invoice.

The Contractor should not assume that all documents have been received unless the Contracting Authority confirms receipt of each document.

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.

The following clause applies if the Bidder's proposal exceeds \$1,000,000, options excluded and Applicable Taxes included.

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

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

7.10 Applicable Laws

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

7.11 **Priority of Documents**

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

- a. the Articles of Agreement;
- b. the supplemental general conditions <u>4007</u> (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information);
- c. the general conditions <u>2035</u> (2020-05-28), General Conditions Higher Complexity Services;
- d. Annex A, Statement of Work;
- e. Annex B, Basis of Payment;
- f. Annex C, Security Requirements Check List;
- g. Annex D, DND 626 Task Authorization Form
- h. Annex E, Embedded Contractor Letter of Acknowledgement (ECLA);
- i. Annex F, Non-disclosure Agreement;
- j. the signed Task Authorizations (including all of its annexes, if any);
- k. the Contractor's bid dated _____, (insert date 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

SACC Manual clause <u>A9131C</u> (2014-11-27), Controlled Goods Program SACC Manual clause <u>B4060C</u> (2011-05-16), Controlled Goods

7.15 SACC Manual clauses

SACC Manual clause <u>A9062C</u> (2011-05-16) Canadian Forces Site Regulations applies to and forms part of the Contract.

7.16 Closure of Government Offices

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

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation, closure or early closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation, closure or early closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

7.17 Training of Contractor Resources

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

7.17.2 The Department of National Defence will pay for the initial training (also known as cadre training) as well as direct costs associated with the training. If one of the Contractor's personnel is replaced, then the Contractor must pay for all training costs resulting from the personnel changeover.

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

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

7.18 Access to DND Computer Systems and Non-Disclosure Agreement

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

7.19 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "<u>Dispute Resolution</u>".

ANNEX A

STATEMENT OF WORK

COURSEWARE DEVELOPER SUPPORT ON THE NEXT GENERATION THREAT SYSTEM (NGTS)

1.0 PURPOSE

The Department of National Defence's (DND) Director of Aerospace Equipment Program Management (Fighters and Trainers) (DAEPM(FT)) has a requirement for two (2) Courseware Developers to support the Next Generation Threat System (NGTS) software for the CF-18 Advanced Distributed Combat Training Systems (ADCTS).

2.0 BACKGROUND

At the time of writing this SOW, ADCTS is in Phase 2B of the upgrade program to acquire an improved NGTS. The NGTS is a training software that generates virtual mission scenarios with friendly, neutral and enemy vehicle platforms referred to as entities. Furthermore, it models the corresponding weapons and subsystems behaviours, and interactions in a realistic areas of interest (AOI). This system is a vital portion of pilot training and brings new capabilities that will improve overall training value in ADCTS. This system will be integrated at both Canadian Forces Base (CFB) Cold Lake Mission Training Centre (MTC) and CFB Bagotville MTC.

One of the challenges is the support required to reconfigure, redesign and verify all relevant data from the current version to the new version. This includes but is not limited to scenario and entity development which is a crucial aspect of the training delivered to pilots. In order to efficiently and effectively utilize the new NGTS, DND requires the support of Courseware Developers.

3.0 APPLICABLE DOCUMENTS

- 3.1 As a minimum, the following documents form a part of this SOW to the extent specified.
 - a) National Defence Security Policy.
 - b) National Defence Security Instructions, A-SJ-100-001/AS-000.
 - c) Canada Labour Code, http://laws-lois.justice.gc.ca/eng/acts/L-2/.
 - d) Operations Manual Cold Lake Mission Training Centre.
 - e) Operations Manual Bagotville Mission Training Centre.
 - f) 1 Cdn Air Division/CANR Security Orders.
 - g) 1 Cdn Air Division Orders Volume 5 Training and Standards, Change 5, 2018-08-15.
 - h) NGTS version 3.0.9.9 Operating Manual.
 - i) ADCTS Operation Manuals.
 - j) Fighter Force Tactics Manual Volumes 1-8, B-GA-583-001/FT-001.
 - (i) TMV1a; V4.0 Feb 2018
 - (ii) TMV1b; 30 Jan 2018
 - (iii) TMV5; 2015-09-01
 - (iv) TMV6; 2015-09-01
 - (v) TMV7; 2017-03-22
 - (vi) TMV8; 2017-03-20
 - k) Fighter Pilot Training Directive, B-GA-050-000/RQ-G01 ver 4.0, Oct 2019.
 - I) CF188 (ECP-583R2) Aircraft Operating Instructions, C-12-188-NFM/MB-003; CH.8 2019-11-01
 - m) Operation of the F/A-18 Avionic Subsystem for CF-18AM/BM Aircraft with the C21X B2.1 System Configuration Set for Canada (R-12-188-000/MB-002 - Commonly known as the "CF-18 Greybook"); 2019-10-11
 - n) CF-18 SMM (Standard Maneuvers Manual); 1 Dec 2013
 - o) DND Flight Information Publication: "GPH 204A Flight Planning and Procedures Canada and North Atlantic";
 - p) 410 TF(OT)S FPC, Experienced Fighter Pilot Course (EFPC), Fighter Pilot Recertification Course (FPRC) Training Plan.

- q) Fighter Instructor Course(FIC) Handbook; 2019-01-01
 r) Flight Operations Manual (FOM); 21 Dec 2019
 s) JFIRE (CAS SOPs); October 2019

- t) AEM; 1 Sept 2017 (USAF 3-1 employment manual)
 u) MPM; 1 Sept 2017 (USAF 3-1 planning manual)

3.2

List of Acronyms / Terminology

ADCTS	Advanced Distributed Combat Training System
AOI	Area Of Interest
CAS	Close Air Support
CDRL	Contract Data Requirement List
CFB	Canadian Forces Base
CA	Contracting Authority
DAEPM	Directorate of Aerospace Equipment Program Management
DID	Date Item Description
DND	Department of National Defence
DTED	Detailed Terrain Elevation Data
ECP	Engineering Change Proposal
EFPC	Experienced Fighter Pilot Course
EW	Electronic Warfare
FPC	Fighter Pilot Course
FEWAR	Fighter Electronic Warfare Advanced Radar
FIC	Fighter Instructor Course
FPRC	Fighter Pilot Recertification Course
FPTD	Fighter Pilot Training Directive
FWIC	Fighter Weapons Instructor Course
GPH	Government Planning Handbook
IC	Initial Condition
IOS	Instructor Operator Station
MPM	Mission Planning Manual
MTC	Mission Training Centre
NDSI	National Defence Security Instruction
NDSP	National Defence Security Policy
NGTS	Next Generation Threat System
OC FSET	Officer Commanding Fighter Standards and Evaluation Team
OT	Operational Training
PCUG	Package Commander Upgrade
PM	Project Management
SLUG	Section Lead Upgrade
SME	Subject Matter Expert
SOP	Standard Operating Procedure
SOW	Statement of Work
Sqn	Squadron
ТА	Technical Authority
TAW	Training Availability Window
TMC	Tactical Manual Volume
TOFT	Tactical Operational Flight Trainer
409	Cold Lake CF188 Tactical Fighter Squadron
410	Cold Lake CF188 Tactical Fighter (Operational Training) Squadron
425	Bagotville CF188 Tactical Fighter Squadron

4.0 SCOPE OF WORK

- 4.1 The NGTS Courseware Developer must utilize the latest NGTS version available to DND in order to develop, test, validate and integrate training courseware into CF-18 ADCTS located at both CFB Bagotville MTC and CFB Cold Lake MTC.
- 4.2 All activities must be in adherence to the applicable documents listed in Para 3.0;
- 4.3 The NGTS Courseware Developer will provide subject matter expert (SME) advice to:
 - a) CF-18 pilots, simulator instructors & simulator operators;
 - b) DND Organizations; and
 - c) National and International user working groups and standards boards.

5.0 OCCUPATIONAL CATEGORIES REQUIRED

5.1 The specific requirement is for the provision of services from:

a) Two (2) NGTS Courseware Developers (1 at CFB Bagotville MTC & 1 at CFB Cold Lake MTC).

6.0 TASKS/TECHNICAL SPECIFICATIONS

- 6.1 The NGTS Contractor must use the latest NGTS version and resources available within DND to provide the following training support as required by both contracted & DND CF-18 simulator instructors/console operators & CF-18 pilots:
 - a) Develop accurate and consistent NGTS mission scenarios with the required entities, weapon systems and AOI DTED maps using all tools and resources available within but not limited to NGTS;
 - b) Develop and modify the motion and behavioral models of all entities, subsystems and weapon systems to ensure accurate and consistent simulation;
 - c) Validate and modify NGTS Data Link systems simulation, integration and employment to ensure its effectiveness and accuracy;
 - d) Validate and modify all simulated electronic warfare (EW) systems in NGTS to ensure their effects and tactics for all entities is reflected accurately and consistently;
 - e) Liaise with Electronic Warfare Operational Support (EWOS) centre, Squadron Standards Weapons and Tactics Officer(s) and other DND EW subject matter experts to validate the currency and accuracy of all NGTS entities' systems simulation;
 - f) Develop and conduct NGTS briefs given to pilot instructors and simulator console operators;
 - Provide NGTS familiarization training and refresher training to CF-18 pilots, simulator operators and instructors; and
 - h) Assist in developing and implementing test, verification and validation procedures for DND projects and tasking involving NGTS.
- 6.2 The NGTS Courseware Developer must liaise with Fighter Standards and Evaluation Team (FSET) to obtain and maintain approval from Officer Commanding (OC) FSET for all NGTS training and courseware material. FSET will liaise with the TA to identify any discrepancy in the services being delivered on-site
- 6.3 The NGTS Courseware Developer must monitor, maintain and rectify performance and health status of all NGTS software and hardware assets to optimize efficient pilot training.
- 6.4 The NGTS Courseware Developer must support the TA when liaising with all NGTS users and users who operate similar software both internal and external to DND as requested by the TA.

7.0 DELIVERABLES

- 7.1 The NGTS Courseware Developer must produce NGTS mission scenario Initial Condition (IC) files that meet the requirements of Para 6.1 to 6.3 IAW CDRL <u>C01</u>.
- 7.2 The NGTS Courseware Developer must communicate to the TA all activities performed with respect to Para 6.3 IAW CDRL <u>B01</u> on a quarterly basis and or when required by the TA.
- 7.3 The NGTS Courseware Developer must communicate to the TA all information obtained as result of activities in Para 6.4 IAW CDRL <u>A01</u> when required by the TA.
- 7.4 The NGTS Courseware Developer must report verbally and by e-mail to the TA any special circumstance or events affecting the provision of the required services.

CDRL ITEM NUMBER	DID ID NUMBER	TITLE				
<u>A01</u>	<u>TRG-01</u>	After Action Reports				
<u>B01</u>	<u>TRG-02</u>	NGTS Performance Reports				
<u>C01</u>	<u>TRG-03</u>	NGTS Scenario IC Files				

7.5 Table of CDRLS and DIDs

8.0 CONSTRAINTS and LIMITATIONS

- 8.1 The NGTS Courseware Developer's required services in this SOW must be provided within the hours of 0700 hours and 1800 hours local time of their respective locations.
- 8.2 In order to meet operational requirements, DND reserves the right to request Surge time, wherein the Courseware Developer must provide training services outside normal operating hours up to a maximum of 20 hours in a day, including during statutory holidays, for a maximum period of 5 consecutive days. This additional requirement will be requested by the DND TA through the Contracting Authority (CA) using a Task Authorization.
- 8.4 At all times during the provision of the required services, the NGTS Contractor must not have access to any proprietary information, including but not limited to financial information (including unit prices or rates) or technical information concerning any third parties with whom Canada has contracted or intends to contract, other than information that is in the public domain, (e.g. total value of contract(s) awarded). Proprietary information may be provided to NGTS Contractor personnel in the performance of the services if the "Non-Disclosure and Confidentiality Agreement" contained in the Request for Proposal is duly executed by the contract.
- 8.5 All drawings, software codes, reports, data, documents, or materials, provided to the NGTS Contractor by Canada or produced by the NGTS Contractor in providing services under the contract, remains the property of Canada and must be used solely in support of this requirement. The NGTS Contractor will be required to safeguard the preceding information and materials from unauthorized use and must not release them to any third party, person or agency external to DND without the express written permission of the TA. Such information and material must be returned to the TA upon completion of the services or when requested by the TA.
- 8.6 All correspondence, either initiated by the NGTS Courseware Developer or by any section of DND, must be submitted to the TA. Correspondence is defined as records of conversation or decisions as well as any written correspondence in any format.

8.7 The TA or other authorized departmental government representative must have access at all times to the work and to the plant or facility where any part of the work is being performed.

9.0 DND SUPPORT TO NGTS CONTRACTOR

- 9.1 To aid the NGTS Courseware Developer in the provision of the required services, the following information, materials, and assistance will be provided if available and deemed appropriate by the TA:
 - a) All available data and documents such as legacy documents and various databases deemed necessary by the TA for the provision of services under this SOW;
 - b) Consultation with the TA and other Crown specialists as may be arranged by the TA;
 - c) Temporary on-site work area(s), as available and deemed necessary by the TA, in order to access large amounts of technical data, and/or classified databases; and
 - d) To aid the NGTS Courseware Developer in the provision of the required services, Canada will provide special training on an "as and when required" basis to NGTS Contractor personnel for DND unique systems that have been recently implemented or changed.
- 9.2 The NGTS Courseware Developer is advised that the above does not represent a commitment by Canada and that it is the NGTS Contractor's sole responsibility to provide all services required to perform the Contract. The NGTS Contractor must be able to work independently on all aspects of the required services.

10.0 LOCATION FOR PROVISION OF REQUIRED SERVICES

- 10.1 All services must be provided on-site at CFB Cold Lake and CFB Bagotville. DND will provide sufficient office space, general-purpose office furniture and EDP equipment/services.
- 10.2 Furthermore, DND will provide, subject to normal security requirements, and only to the specified NGTS Contractor personnel, access to identified databases or applications resident on DND computers or networks for the sole purpose of executing the services associated with the Contracts. DND, at its sole discretion, will identify the nature and characteristics of such access.

11.0 TRAVEL AND LIVING

- 11.1 The NGTS Courseware Developer may be required to travel outside the CFB Bagotville and CFB Cold Lake, across the country as well as outside of the country in order to conduct NGTS related conferences, meetings, activities and training.
- 11.2 All travel will require prior written approval from the TA or their authorized representative. If required by the TA, the NGTS Courseware Developer must prepare a trip report and provide it to the TA, for review and approval, no later than five (5) working days after return from the trip or as agreed upon by the TA prior to travelling.

12.0 LANGUAGE

12.1 All work including tasks and deliverables will be completed in English

Contract Data Requirement List (CDRL)

1.0 CDRL LAYOUT

1.1 CDRL Blocks shall be interpreted as follows:

<u>Block 1 - Item Number</u> - denotes the CDRL Number assigned to the required data. Data Item Requirements are numbered using their corresponding CDRL Number. The "Alpha" identifiers on the CDRL/DID indicate the functional area to which the CDRL/DID applies. Identifiers are as follows:

- a. A000 Program Management;
- b. B000 Technical Support;
- c. C000 Courseware Support;
- d. D000 Materiel Support; and

Some CDRL Numbers may be "reserved" or "not allocated".

<u>Block 2 - Title</u> - denotes the title of the data required, corresponding to the title used both in the main body of the PWS and in the relevant DID.

Block 3 - Subtitle - a subtitle is used only if the title requires further identification.

<u>Block 4 - Data Item Number</u> - denotes the number of the DID which describes the data to be submitted. DID Identification Numbers correspond with CDRL Numbers.

Block 5 - PWS Reference - denotes the specific PWS paragraph(s) that require(s) the data.

<u>Block 6 - Technical Office</u> - denotes Canada's office responsible for review of the Data Item to determine its adequacy.

Block 7 - Not Allocated.

<u>Block 8 - Approval Code</u> - denotes whether the data is to be submitted for approval, acceptance, or for information:

a. A "**CA**" in Block 8 means that the Deliverable End Item shall be submitted for Contract Authority acceptance.

b. A "**TA**" in Block 8 means that the Deliverable End Item shall be submitted for Technical Authority acceptance.

c. A "**PA**" in Block 8 means that the Deliverable End Item shall be submitted for Procurement Authority acceptance.

d. Amendments to previously approved Deliverable End Items require further Contract Authority approval before use.

e. Unless otherwise specified in Block 16 of the CDRL, an "I" or a blank in Block 8 means that the deliverable will be reviewed by Canada for format, clarity and completeness. Once reviewed, the Deliverable shall be considered for information only.

Block 9 - Not Allocated.

<u>Block 11 - Frequency</u> - denotes the frequency of delivery of the data (to be read in conjunction with Block 11).

<u>Block 10 - As of Date</u> - denotes the "as of" or "cut-off" date for the data submitted within the deliverable (to be read in conjunction with Block 10).

<u>Block 12 - Date of First Submission</u> - specifies the date on which the data shall first be submitted (to be read in conjunction with Block 13).

<u>Block 13 - Date of Subsequent Submission</u> - specifies the required submittal date(s) for any subsequent data deliveries, if data is submitted more than once (to be read in conjunction with Block 12).

Note: For Blocks 8 to 16 the date(s) and frequencies may be expressed as day/month/year or in r elation to specific events using the following codes:

ANNLY Annually

ASGEN As generated

ASREQ As required

CA Contract Award

DACA Days After Contract Award

MACA Months After Contract Award

MTHLY Monthly

QRTLY Quarterly

S/ANNLY Semi-Annually

<u>Block 14 - Distribution and addresses</u> - Office and number of copies (hard (H)/soft (S)) to be provided to Canada during implementation of Contract. **Note:** Four (4) Offices are identified to receive deliverables, as applicable. These Offices are:

Technical Authority - **(TA)** Contract Authority - **(CA)** Procurement Authority - **(PA)** Fighter Standards Evaluation Team - **(FSET)** Deliverables for the PA are to be submitted directly to the FSET Deliverables for the PA are to be submitted directly to the PA. Deliverables for the CA are to be submitted directly to the CA.

Block 15 - Total Quantity - specifies the total number of hard (H)/soft (S) copies required by Block

1. A01	2. After Action report	6. DAEPM(FT) 3-5-2		10. See Block 16		12. See Block 16	14. Distribution & Addresses Addr Copies ess			
4. TRG -01	5. OFFICE OF PRIMARY INTEREST DND TA	7.	8. TA	9.	11. ASG EN	13. See Block 16		Draft	Fir R e g	nal Re p
16. To be provided in Softcopy (MS Word, or PDF) format. Final Copy to be delivered 30 calendar days after trip/conference completion.							TA CA FSET 15.	2	1	

1. B01	2. NGTS Performance Report	6. DAEPI 3-5-2	M(FT)	10. See Bl	ock 16	12. See Block 16	14. Dis Addres Addr ess					
4. TRG -02	5. OFFICE OF PRIMARY INTEREST DND TA	7.	8. TA	9.	11. QRT LY	13. 30 DACA		Draft	Fir R e g	nal Re p		
Draft c DND w days a Final C	DND TA g 16. To be provided in Softcopy (MS Word, Excel or PDF) format. TA 1 Draft copy to be delivered 30 calendar days after contract award (one-time). TA 1 DND will comment on or approve the format for Final copy within 30 calendar days after receipt. TA 1 Final Copy to be delivered 30 calendar days after DND approval. Draft copy not required for future submissions. TA 1											

1. C01	2. NGTS Scenario Initial Condition (IC) File	6. DAEPM(FT) 3-5-2				12. See Block 16	14. Dis Addres Addr ess	stribution & sses Copies		
4. TRG -03	5. OFFICE OF PRIMARY INTEREST DND TA	7.	8. I	9.	11. ASG EN	13. ASGEN		Draft	Fir R e g	nal Re p
	e format for the Scenario version available to DND		nent IC s	et files v	vill be as	per the latest	TA CA FSET 15.	1	1	

Data Item Descriptors (DIDs)

	DATA ITEM DESCRIPTION										
1.	TITLE					2. IDENT	IFICATION NUMBER				
After	Action Report				-	TRG-01					
3.	3. DESCRIPTION/PURPOSE										
	The After Action Report will serve as a key method of conveying knowledge from NGTS user group meetings, conferences and training activities that are attended by the NGTS Contractor. It will include relevant information and action items for both DND and the NGTS Contractor.										
4.	APPROVAL 5. OFFICE OF PRIMARY 6. GIDEP APPLICABLE										
	DATE				N	/A					
7											
7.	APPLICATION/IN CDRL A01	IERRI	ELATIONSHIP								
8.				9.		CABLE F	ODMS				
ο.	DND TA			9.	N/A		URIVIS				
	PREPARATION IN	STRU	CTIONS - INSTRU	JCTION	IS SUF	R LA PRÉ	SENTATION DES				
10.1			The documents sh nent (PDF) formats,				ntractor in an MS Word or ectronically.				
10.2		ectivel	. The content may b y convey the pertain e included.								

		DATA ITEM I	DESCRIPTION									
1. NGT	TITLE TS Performance Rep	ort		2. IDENTIFICATION NUMBER TRG-02								
3.	DESCRIPTION/PURPOSE The NGTS Performance Report describes the condition, health and performance status of the overall NGTS system to monitor the quality and efficiency of CF-18 simulator training. The NGTS Performance Report may be used as a reference by the TA to address performance deficiencies and capability requirements with other agencies.											
4.	APPROVAL DATE	5. OFFICE OF PRIM INTEREST DND TA	6. GIDEP APPLICABLE N/A									
7.	APPLICATION/INTERRELATIONSHIP CDRL B01											
8.	ORIGINATOR DND TA		9. APPLICABLE FORMS N/A									
10.	PREPARATION IN DONNÉES	STRUCTIONS - INSTR	UCTIONS SUI	R LA PRÉSENTATION DES								
10.1				d by the contractor in an MS Word, shall be submitted electronically.								
10.2	preference, but r the requested tin 1. Number of Ir a. NGTS D b. NGTS D c. NGTS G d. NGTS S 2. Brief descrip 3. Percent of M	nust be consistent and ind ne period. ncidents and for the follow TED atabase eneral Software tandalone Laptops tion of each unique incide lissions significantly (total	clude as a mini ving category: ent and attempt crash) affected									

			DESCRI	PTION			
	TITLE Scenario Initial Co	ondition (IC) File			IDENTIFICATION NUMBER G-03		
_	This can greatly de by allowing the Co	set files can be created for crease the time required	to devel et of Sce	op a variet enario Con	on into Mission Scenario IC. by of NGTS Mission Scenarios nponent IC sets, rather than uired by the TA.		
	APPROVAL DATE	5. OFFICE OF PRIM INTEREST DND TA	IARY		6. GIDEP APPLICABLE N/A		
	APPLICATION/ IN CDRL C01	TERRELATIONSHIP					
8. ORIGINATOR 9. APPLICABLE FORMS DND TA N/A							
	REPARATION INS IÉES General. All met			IS SUR L	A PRÉSENTATION DES outlined in software operating		
10. P DONN	REPARATION IN IÉES General. All met manuals. Format Requiren latest NGTS vers such that it identi	hods of creating initial con nents. The format for the sion available to DND. Th	ndition s Scenari ne Scena n type o	ets will be o Compon ario Compo r mission c	outlined in software operating ent IC set files will be as per the onent IC set file shall be named component, and an identifier		
10. P DONN 10.1	REPARATION INS General. All met manuals. Format Requirent latest NGTS vers such that it identit associated with t created. Content Requirent generate and mod following: 1. Area of Interna 2. Location, mod	hods of creating initial con nents. The format for the sion available to DND. The ifies the applicable mission he specific IC settings that ments. The latest NGTS so odify NGTS mission scenation est (AOI), time and duration	ndition s Scenari ne Scena n type o at increa software arios with	ets will be o Compon ario Compo or mission o ses numer available t n the reque ssion.	outlined in software operating ent IC set files will be as per the onent IC set file shall be named component, and an identifier ically with each new set		
10. P DONN 10.1 10.2	REPARATION INS General. All met manuals. Format Requirent latest NGTS vers such that it identit associated with t created. <u>Content Requirent</u> generate and modified following: 1. Area of Interna 2. Location, modified entities.	thods of creating initial con nents. The format for the sion available to DND. The ifies the applicable mission he specific IC settings that ments. The latest NGTS so odify NGTS mission scena est (AOI), time and duration ovement pattern, and beha	ndition s Scenari ne Scena n type o at increa software arios with on of mi avior of t	ets will be o Compon ario Compo r mission o ses numer available to the reques ssion.	outlined in software operating ent IC set files will be as per the ponent IC set file shall be named component, and an identifier ically with each new set to DND shall be used to ested parameters such as the		

ANNEX B

BASIS OF PAYMENT

During the period of the Contract, the Contractor will be paid as specified below.

1.0 Contract Period and Option Period(s)

1.1 The initial contract period is from an estimated contract award date of 1 July 2021 to 31 March 2023. (actual dates to be completed at contract award)

Initial Contract Period: from an estimated contract award date of 1 July 2021 to 31 March 2023										
Category of Personnel	Level of Security	Firm All Inclusive Per Diem Rate (CAD)	Estimated Level of Effort	Totals						
		А	В	C = A x B						
Resource #1 Courseware Developer at the CFB Bagotville, QC location	Top Secret	\$	480 days	\$						
Resource #2 Courseware Developer at the CFB Cold Lake, AB location	Top Secret	\$	480 days	\$						
Price (excluding taxes)				\$						
Estimated Travel				\$						
Applicable taxes										
Total										

1.2 Option Periods

Option to Extend the Term of the Contract: This section is only applicable if the optional period is exercised by Canada. During the option period(s) specified below, the Contractor will be paid as follows:

Option Period: 1 April 2023 to	Option Period: 1 April 2023 to 31 March 2024										
Category of Personnel	Level of Security	Firm All Inclusive Per Diem Rate (CAD)	Estimated Level of Effort	Totals							
		А	В	C = A x B							
Resource #1 Courseware Developer at the CFB Bagotville, QC location	Top Secret	\$	240 days	\$							
Resource #2 Courseware Developer at the CFB Cold Lake, AB location	Top Secret	\$	240 days	\$							
Price (excluding taxes)				\$							
Estimated Travel				\$							
Applicable taxes \$											
Total				\$							

2.0 Definition of a Day

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all-inclusive fixed daily rate must be prorated to reflect the actual time worked.

3.0 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 done, delivered or performed, at cost, without any allowance for profit and administrative overhead, in accordance with the meal, and private vehicle expenses provided in Appendices B, C and D of the <u>National Joint Council Travel Directive</u>; 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.

Total Estimated cost of Travel and Living Expenses: \$_____ (insert value)

4.0 Customs and Duties are included and applicable taxes are extra

ANNEX C

SECURITY REQUIREMENTS CHECK LIST

Government Gouvernment of Canada du Canada			Contract Number / Numéro W8485–20–SC	
		s	ecurity Classification / Classific	ation de sécurité
			UNCLASSIFIE	D
S LISTE DE VÉRIFI	ECURITY REQUIREME CATION DES EXIGEN	ENTS CHECK L	IST (SRCL) S À LA SÉCURITÉ (LVERS	ŝ)
PART A - CONTRACT INFORMATION / PARTIE				.,
 Originating Government Department or Organiz Ministère ou organisme gouvernemental d'origin 	ation		 Branch or Directorate / Dire ADM(Mat)DAEPM(FT) 	ction générale ou Direction
Department of National Defence (DND)			ADM(MayDAEFM(FT)	
3. a) Subcontract Number / Numéro du contrat de	sous-traitance 3, b) N	ame and Address	s of Subcontractor / Nom et adre	esse du sous-traitant
4. Brief Description of Work - Brève description du	travail			
Course-ware development services for the n	ewly procured Next Ger	eration Threat	System(NGTS) software for	the CF18 simulators
 a) Will the supplier require access to Controlled Le fournisseur aura-t-il accès à des marchan 	dises contrôlées?			No Ves Non Vi
5. b) Will the supplier require access to unclassifie Regulations?	-			Non 🖌 Oui
Le fournisseur aura-t-il accès à des données Réglement sur le contrôle des données tech	techniques militaires non niques?	classifiées qui so	nt assujetties aux dispositions d	u
6. Indicate the type of access required - Indiquer	e type d'accès requis			
 a) Will the supplier and its employees require a Le fournisseur ainsi que les employés auron 	ccess to PROTECTED and	I/or CLASS F ED	information or assets?	IFIÉS? No Ves Non Ves
(Specify the level of access using the chart in (Préciser le niveau d'accès en utilisant le tab	n Question 7, c)			in con Colori
 b) Will the supplier and its employees (e.g. dea No access to PROTECTED and/or CLASS) 		1	as to restricted access areas?	No Yes
No access to PROTECTED and/or CLASSIF Le fournisseur et ses employés (p.ex. nettoy L'accès à des renseignements ou à des bien	eurs, personnel d'entretien) auront-ils accès	à des zones d'accès restreinte	Non Qui
 c) Is this a commercial courier or delivery requi S'agit-il d'un contrat de messagerie ou de liv 	rement with no overnight s raison commerciales sans	torage? entreposage de r	nuit?	No Yes Non Oui
7. a) Indicate the type of information that the supp	ier will be required to acce	ess / Indiquer le ty	pe d'information auquel le fourr	tisseur devra avoir accès
Canada 🖌	ΝΑΤΟ / ΟΤΑ	N V	Foreign / Étr	anger
7. b) Release restrictions / Restrictions relatives à	1			
No release restrictions Aucune restriction relative à la diffusion	All NATO countries Tous les pays de l'OTAN	~	No release restriction Aucune restriction re à la diffusion	
Not releasable À ne pas diffuser				_
Restricted to: / Limité à :	Restricted to: / Limité à :		Restricted to: / Limite	
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Pr	éciser le(s) pays	: Specify country(ies):	/ Préciser le(s) pays :
7. a) Loud of information (Misson distance)				
7. c) Level of information / Niveau d'information PROTECTED A	NATO UNCLASSIFIED		PROTECTED A	
PROTEGE A	NATO NON CLASSIFIÉ		PROTÉGÉ A	
PROTECTED B PROTEGÉ B	NATO RESTRICTED NATO DIFFUSION RES		PROTECTED B PROTEGE B	
PROTECTED C PROTÉGÉ C	NATO CONFIDENTIAL NATO CONFIDENTIEL		PROTECTED C PROTÉGÉ C	
CONFIDENTIAL	NATO SECRET		CONF[DENT]AL	
SECRET	NATO SECRET COSMIC TOP SECRET		CONFIDENTIEL	
SECRET	COSMIC TRÈS SECRE	гЦ	SECRET	
TOP SECRET TRÈS SECRET			TOP SECRET TRÈS SECRET	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)			TOP SECRET (SIG) TRES SECRET (SIG	
	Security Classific	ation / Classificat	ion de sécurité	
TBS/SCT 350-103 (2004/12)	U	NCLASSIFIED)	Canadä

Government of Canada Government du Canada Government du Canada W8485-20-SC05 Security Classification / Classification de sécurité UNCLASSIFIED

Le fournisseur aura-HI accé If Yes, indicate the level of a Dans l'affirmative, indiquer	ès à des renseigneme sensitivity:	ents ou à des biens CON	DMSEC information or assets? MSEC désignés PROTÉGÉS et/ou CLA	SSIFIÉS? Non Ves Non Oui
 Will the supplier require acc Le fournisseur aura-Hi acce 	ess to extremely sen s à des renseigneme	isitive INFOSEC informa ents ou à des biens INF6	tion or assets: OSEC de nature extrêmement délicate'	No Ves Non Oui
Short Title(s) of material / T	itre(s) abrégé(s) du n	natérie :		
Document Number / Numér	ro du document :			
PART B - PERSONNEL (SUP	,	· ·	/	
10. a) Personnel security scree	5 1			
COTE DE FIABILITÉ		CONFIDENTIAL CONFIDENTIEL	SECRET SECRET	TOP SECRET TRÈS SECRET
TOP SECRET - SIGI TRÈS SECRET - SIG		NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET
SITE ACCESS ACCÉS AUX EMPLA				
Special comments: Commentaires spéciau		ronic Warfare relate	ed information and future simul	ator upgrade requires Top Secret
NOTE: If multiple leve REMARQUE : Si plusie	els of screening are id aurs niveaux de contr	dentified, a Security Clas ôle de sécurité sont requ	sification Guide must be provided, uis, un guide de classification de la séc	urité doit être fourni.
10, b) May unscreened person Du personnel sans autor	nel be used for portio Isation sécuritaire pe	ns of the work? ut+l se voir confier des p	parties du travail?	V No Ves Oui
If Yes, will unscreened p Dans l'affirmative, le pers	ersonnel be escorted sonnel en question se	i: era-t-il escorté?		No Yes Non Oui
PART C - SAFEGUARDS (SU	IPPLIER) / PARTIE O	- MESURES DE PROT	ECTION (FOURNISSEUR)	
INFORMATION / ASSETS / I	RENSEIGNEMENTS	/ BIENS		
11. a) Will the supplier be requi premises?	ired to receive and st	ore PROTECTED and/o	r CLASSIFIED information or assets or	n its site or Ves No Ves Oui
Le fournisseur sera-til te CLASSIFIÈS?	anu de recevoir et d'e	ntreposer sur place des	renseignements ou des biens PROTÉ	3ÉS et/ou
11. b) Will the supplier be requi				
Le fournisseur sera-HI te		MSEC information or as renseignements ou des t		No Ves Non Ui
PRODUCTION				
PRODUCTION 11. c) Will the production (man equipment occur at the s	enu de protéger des n ufacture, and/or repai supplier's site or prem hisseur serviron⊢elles	ir and/or modification) of		terial or Voi Non Ves Non Ves
PRODUCTION 11. c) Will the production (man equipment occur at the s Les installations du four PROTÉGÉ et/ou CLASS	enu de protéger des n ufacture, and/or repai supplier's site or prem sisseur serviront-elles IFIÉ?	enseignements ou des t ir and/or modification) of ilses? s à la production (fabrica	PROTECTED and/or CLASSIFIED ma	aterial or Von Ves Non Ves Non Oui
PRODUCTION 11. c) Will the production (man equipment occur at the s Les installations du fourr PROTÉGÉ et/ou CLASS INFORMATION TECHNOLOG 11. d) Will the supplier be requi CLASSIFIED information	enu de protéger des n ufacture, and/or repai supplier's site or prem isseur serviront-elles SIFIÉ? SY (IT) MEDIA / SUPI ired to use its IT syste a or data? anu d'utiliser ses prop	ir and/or modification) of lises? s à la production (fabrica PORT RELATIF À LA T ems to electronically pro pres systèmes informatiq	piens COMSEC? PROTECTED and/or CLASSIFIED ma tion et/ou réparation et/ou modification; ECHNOLOGIE DE L'INFORMATION (cess, produce or store PROTECTED a ues pour traiter, produire ou stocker éli	Iterial or No Oui Aterial or No Oui
PRODUCTION 11. c) Will the production (man equipment occur at the s Les installations du four PROTÉGÉ et/ou CLASS INFORMATION TECHNOLOG 11. d) Will the supplier be requi CLASSIFIED information Le fournisseur sera-Hi te des renseignements ou d 11. e) Will there be an electron	enu de protéger des n ufacture, and/or repai supplier's site or prem hisseur serviront-elles siFIÉ? BY (IT) MEDIA / SUPI ired to use its IT syste n or data? enu d'utiliser ses prop des données PROTÉ ic link between the su	ir and/or modification) of lises? s à la production (fabrica PORT RELATIF À LA T ems to electronically pro pres systèmes information GES et/ou CLASSIFIES upplier's [T systems and	piens COMSEC? PROTECTED and/or CLASSIFIED ma tion et/ou réparation et/ou modification; ECHNOLOGIE DE L'INFORMATION (cess, produce or store PROTECTED a ues pour traiter, produire ou stocker éli	terial or de matérial TI) nd/or ectroniquement No No Ves No

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Government Gouvernement of Canada du Canada

Contract Number / Numéro du contrat W8485-20-SC05

Security Classification / Classification de sécurité

UNCLASS|F|ED

I	PART C (continued) / PARTIE C (suite)																
Γ	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.																
I	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.																
l	For users completing the form online (via the Intenet), 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 récapitulaif.										aisies						
I						SUMMA	ARY CH/	ART / TABL	EAU RÉCAP	PITULAT	ΊF						
l	Category PROTECTED CLASSIFIED NATO COMSEC Categorie PROTEGÉ CLASSIFIÉ																
I		Α	в	С	Confidential	Secret	Top Secret	NATO Restricted	NATO Confidential	NATO Secret	COSMIC Top		rotect Protéc		Confidential	Secret	Top Secret
l					Confidentiel		Très Secret	NATO Diffusion Restreinte	NATO Confidentiel		Secret COSMIC Très Secret	A	в	c	Confidentiel		Très Secret
l	Information / Assets Renseignements / Biens																
l	Production																
l	IT Media Support TI																
I	IT Link Lien électronique																
1	2. a) Is the description of La description du t	trava	il visé	par	la présente L'	VERS es	st-elle de	nature PRO	DTÉGÉ et/ou	CLASS		tion"			~	No Non	Yes Oui
l	If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée.																
1	2. b) Will the document La documentation	attad asso	ched t	to this à la p	s SRCL be Pf présente LVE	ROTECT RS sera-	FED and t-elle PF	lor CLASSIF ROTÉGÉE e	IED? t/ou CLASSI	FIÉE?					~	No Non	Yes Oui
	If Yes, classify th attachments (e.g. Dans l'affirmative de sécurité » au l	. SE(CRET	with er le j	Attachment présent form	ts). Iulaire e	n indiqu	ant le nive	au de sécuri	té dans	la case i	ntitul	ée «	Class	sification		

Security Classification / Classification de sécurité UNCLASSIFIED

Canadä

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Part A - Multiple Release Restrictions: Security Guide To be completed in addition to SRCL question 7.b) when release restrictions are therein identified. Indicate to which levels of information release restrictions apply. Make note in the chart if a level of information bears multiple restrictions (e.g. a portion of the SECRET information bears the caveat Canadian Eyes Only while the remainder of the SECRET information has no release restrictions.)

				Canadiar	۱n ا	formation				
Citizenship Restriction	PR	OTEC	TED			CLA	SSIFIED			
Restriction	A	В	С	CONFIDENTI	۹L	SECRET	TOP SEC	RET	TOP SECRET (SIGINT)	
No Release Restrictions										
Not Releasable										
Restricted to:										
Permanent Residents Included*							No			
	1	1			nfo	rmation				
Citizenship Restriction		NATO LASSIF	IED	NATO RESTRICTED	(NATO CONFIDENTIAL	NATO SECRET			
All NATO Countries										
Restricted to:										
Permanent Residents Included*							No			
Foreign Information										
Citizenship	PR	OTEC	TED			CLA	SSIFIED			
Restriction	A	В	С	CONFIDENTI	۹L	SECRET	TOP SEC	RET	TOP SECRET (SIGINT)	
No Release Restrictions										
Restricted to : NATO Countries										
Permanent Residents Included*						No				
				COMSEC	: In	formation	•		•	
Citizenship	PR	OTEC	TED			CLA	SSIFIED			
Restriction	A	В	С	CONFIDENTI	۹L	SECRET	TOP SEC	RET	TOP SECRET (SIGINT)	
Not Releasable										
Restricted to:										
	DND ONLY Embedded Contractor (Access to Controlled Goods)									
Restriction										
SECRET clearance with CEO applies										

*When release restrictions are indicated, specify if permanent residents are allowed to be included.

Part B - Multiple Levels of Personnel Screening: Security Classification Guide

To be completed in addition to SRCL question 10.a) when multiple levels of personnel screening are therein identified. Indicate which personnel screening levels are required for which portions of the work/access involved in the contract.

Level of Personnel Clearance (e.g. Reliability, Secret)	Position / Description/Task	Access to sites and/or information. Levels of Information to be accessed.	Citizenship Restriction (if any)
Top Secret	Course-ware developer	Top Secret	Canadian
NATO Secret	Course-ware developer	NATO Secret	Canadian

Part C – Safeguards / Information Technology (IT) Media – 11d = yes IT security requirements must be specified in a separate technical document and submitted with the SRCL

OTHER SECURITY INTRUCTIONS

Insert instructions

ANNEX D

DND 626 TASK AUTHORIZATION FORM

National Defence	Défense nationale	TASK AUTHORIZATION AUTORISATION DES TÂCHES			
	the second se	v the reference Contract and Task numbers.	ct no. – N° du contrat o. – N° de la tâche		
Toutes	es factures doivent indique	r les numéros du contrat et de la tâche.	e It bein weite		
Amendment no. – N° de la modification		Increase/Decrease – Augmentation/Réduction Previous val	revious value – Valeur précédente		
ro – A		TO THE CONTRACTOR			
		You are requested to supply the following services in accordance reference contract. Only services included in the contract shall b Please advise the undersigned if the completion date cannot be r shall be prepared in accordance with the instructions set out in th Å L'ENTREPRENEUR	e supplied against this net. Invoices/progres	s task.	
Delivery location — Expédiez à		Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuis les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande. Prière d'aviser le signataires si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.			
Delivery/Completion d	ate – Date de livraison/d'achèvement	Date for the Department o pour le ministère de la			
Contract item no. Nº d'article		Services		Cost Prix	
			GST/HST TPS/TVH		
			Total		
specified in the co	ntract.	Contract Authority signature is required when the total value of the DI La signature de l'autorité contractante est requise lorsque la valeur tot			
pour le ministère	ment of Public Works and Government Se des Travaux publics et services gouverne	mentaux	_		
ND 626 (01-05)		De Co	sign Forms Management 9 inception : Gestion das formu	93-4050 Jaires 993-408	

Instructions for completing DND 626 - Task Authorization

Contract no. Enter the PWGSC contract number in full.

Task no. Enter the sequential Task number.

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

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

Previous value Enter the previous total dollar amount including taxes.

To Name of the contractor.

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

Delivery/Completion date Completion date for the task

for the Department of National Defence Signature of the DND person who has delegated Authority for signing DND C26 (evel of authority based on the dollar value of the task and the equivalent signing authority in the PAM 1.4). Note: the person signing in this block ensures that the work is within the scope of the contract, that sufficient funds remain in the contract to cover this task and that the task is affordable within the Project/Unit budget.

Services Define the requirement briefly (attach the SOW) and identify the cost of the task using the contractor's quote on the level of effort. The Task must use the basis of payment stipulated in the contract. If there are several basis of payment then list here the one(s) that will apply to the task quote (e.g. milestone payments; per dem rates/abour category hourly rates; travel and ining rates; firm pice/ceiling price, etc.). All the terms and conditions of the contract apply to this Task Authorization and cannot be ignored or amended for this task. Therefore it is not necessary to restate these general contract terms and conditions on the DND 826 Task form.

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

GST/HST The GST/HST cost as appropriate.

Total The total cost of the task. The contractor may not exceed this amount without the approval of DND indicated on an menedad DND 526. The amendment value may not exceed 50% (or the percentage for amendments established in the contract) of the original value of the task authorization. The total cost of DND 526; including all amendments, may not exceed the funding limit identified in the contract.

Applicable only to PWGSC contracts This block only applies to those Task Authorization contracts awarded by PWGSC. The contract will include a specified threshold for DND sole approval of the DND 525 and a percentage for DND to approv-amendments to be original DND 625. Tasks Table will exceed these thresholds must be passed to the PNGSC Contracting Authority for review and signature prof to authorizing the contract to beigh work.

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

Instructions pour compléter le formulaire DND 626 - Autorisation des tâch

Nº du contrat Inscrivez le numéro du contrat de TPSGC en entier

N° de la tâche Inscrivez le numéro de tâche séquentiel

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

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

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

À Nom de l'entrepreneur.

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

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

pour le ministère de la Défense nationale Signature du représentant du MDN auquelo na délégué le pouvoir d'approbation ence qui a trait à la signature du formulaire DND 526 (niveau d'autorité basé sur la valeur de la tiache et le signataire autorsé equivalent mentionné dans le MAA-14). Nota : la ensconne qui signe cette attache de signature confirme que les travaux respectent la portet du contral, que suffissamment de fonds sont prévus au contrat pour couvrir cette táche et que le budget alloué à l'unité ou pour le projet le permet.

Services Définisses brièvement le besoin (joignez l'ET) et établissez le coût de la táche à l'alide de la soumission de l'entrepreneur selon le niveeu de difficulté de céle-ci. Les modalités de paiement stipulées dans le contrat s'appliquent la tâche. S'apusieurs d'entre des sont prévues, enumèrez à ci cellècélées qui s'appliquerairont à la soumission pour la tâche à accomptir (p.ex. acompte fondé sur les étapes franchies, taux quidulen ou taux haraire établi selon la catégoris de main-d'ouvre, frais de déplacement et de établi selon la catégoris de main-d'ouvre, frais de déplacement et de établi selon la catégoris de main-d'ouvre, frais de déplacement et de établi selon la catégoris de main-d'ouvre, frais de déplacement et de établises quant à la tâche en question. Il n'est donc pas nécessaire de répéter ces modalités générales afférentes au contrat sur le formulaire DND 626.

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

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

Total Mentionez le coût total de la tâche. L'entrepreneur ne peut dépasser ce montant sans l'approbation du MDN, formulaire DND 626 modifie à l'appui. Le coût de la modification ne peut pas être supérieur à 50 p. 100 du montant initial prour les modifications, le coût total specifié dans le formulaire DND 625, y compris toutes les modifications, ne peut dépasser le plafond de financement mentionne dans le contrat.

Ne s'applique qu'aux contrats de TPSOC Le présent paragraphe s'applique uniquement aux autorisations de tâche acordres par TPSOC. On inscritt dans le formulaire DND 626 un plafond présis qui ne pourra être approuvé que par le MDN et un poursentage sedo leguel le MDN poura approvuer des modifications au formulaire DND 626 original. Les tâches dont le coût dépasse ces plafonds dovant être soumises à l'autorité contractante de TPSOC pour exament et signature avant qu'on autorise l'entrepreneur à débuter les travaux.

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

ANNEX E

EMBEDDED CONTRACTOR LETTER OF ACKNOWLEDGEMENT

Name of Person (contractor): _____

Name of Company: _____

DND Contract Number: _____

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

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

- a. You, or your parent company, is registered, or exempt from registration, with the Controlled Goods Directorate at Public Works and Government Services Canada (PWGSC – CGD):
 - i. Company Name: _____
 - ii. Registration #: _____
 - iii. Registration Expiry Date:
- b. You have a specific need to know; and
- c. You maintain a Level II (Secret) clearance issued by the Government of Canada.

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

As an "embedded contractor" in DND, you are not permitted to disclose controlled goods or technical data to anyone other than authorized DND personnel who have a need to know, and have a minimum SECRET level clearance. This includes other individuals who have been identified as embedded contractors. You MUST NOT disclose or transfer controlled goods including controlled technical data to any outside third parties, including the company employing you or contracting for your services, unless authorized by the CTAT Office. Non-compliance with the terms of the DAOD 3003-1 and this letter may result in the denial to access controlled goods/technical data and/or may be considered a default under your current contract and may be subject to violations under the *Defence Production Act* (DPA).

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

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 CO/Manager (Print) _____

ANNEX F

NON-DISCLOSURE AGREEMENT

I, _______, recognize that in the course of my work as an employee or subcontractor of _______, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. W8485-20-SC05 between Her Majesty the Queen in right of Canada, represented by the Minister of National Defence and _______, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

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

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

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: W8485-20-SC05.

Signature

Date