



National Defence

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Défense nationale

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

REQUEST FOR PROPOSAL / DEMANDE DE PROPOSITION

RETURN BIDS TO / RETOURNER LES SOUMISSIONS À:

Director Services Contracting 3 (D Svcs C 3)
Attention: Stefan Ivetic
By e-mail to: Stefan.Ivetic@forces.gc.ca

Proposal To: National Defence Canada

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

Proposition à: Défense nationale Canada

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

Comments – Commentaires

**THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT
CE DOCUMENT CONTIENT UNE EXIGENCE DE SÉCURITÉ.**

**Solicitation Closes /
L'invitation prend fin:**

At / à: 02:00 PM Eastern Daylight Time (EDT)

On / le: 02-August-2021

Title / Titre MEDICAL REVIEW BY A PHYSICIAN (MEDICAL REVIEW OFFICER) OF URINE ANALYSIS RESULTS	Solicitation No. / N° de l'invitation W6363-22-A008
Date of Solicitation / Date de l'invitation 12-July-2021	
Address Enquiries to / Adresser toutes questions à: Stefan Ivetic Stefan.Ivetic@forces.gc.ca	
Telephone No. / N° de téléphone	FAX No. / N° de fax
Destination National Defence Headquarters 101 Colonel By Drive Ottawa, Ontario K1A 0K2	

Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions : Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

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



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

A. Before award of a contract, the following conditions must be met:

- (i) The Bidder must hold a valid organization security clearance as indicated in Part 6- Resulting Contract Clauses;
- (ii) 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 6 - Resulting Contract Clauses; and
- (iii) The Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- (iv) The Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses; and
- (v) The Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3, Section IV: Additional Information.

B. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

C. For additional information on security requirements, Bidders should refer to [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

B. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.2 Statement of Work

A. The Work to be performed is detailed under Annex A of the resulting contract clauses.

1.3 Debriefings

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

1.4 Trade Agreements

A. The requirement is not subject to the provisions of the trade agreements.



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PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- A. All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions (SACC) Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- B. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- C. The 2003 (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 modification(s):
- (i) Section 01, Integrity Provisions - Bid, subsection 3., paragraph a., is deleted in its entirety and replaced with the following:
 - a. At the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names.
 - (ii) Section 02, Procurement Business Number, is deleted in its entirety;
 - (iii) Section 05, Submission of bids, subsection 2, paragraph d., is deleted in its entirety and replaced with the following:
 - d. send its bid only to the Department of National Defence location specified on page 1 of the bid solicitation or to the address specified in the bid solicitation.
 - (iv) Section 05, Submission of bids, subsection 2, paragraph e., is deleted in its entirety and replaced with the following:
 - e. ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the bid; and
 - (vi) Section 05, Submission of bids, subsection 4, is amended as follows:
 - Delete: 60 days
 - Insert: 120 days
 - (vii) Section 06, Late bids, is deleted in its entirety;
 - (viii) Section 07, Delayed bids, is deleted in its entirety and replaced with the following:
 - 07 Delayed bids



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1. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.

(ix) Section 08, Transmission by facsimile, is deleted in its entirety; and

(x) Section 20, Further information, is deleted in its entirety.

2.2 Submission of Bids

A. Bids must be submitted only to the Department of National Defence (DND) by the date, time, and place indicated on page 1 of the bid solicitation.

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

2.2.1 Electronic Submissions

A. **Individual e-mails 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

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

2.3.1 Definitions

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

a. An individual;

b. An individual who has incorporated;

c. A partnership made of former public servants; or

d. A sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.



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

2.3.2 Former Public Servant in Receipt of a Pension

- A. As per the above definitions, is the Bidder a FPS in receipt of a pension?
Yes () No ()
- B. If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:
 - (i) Name of former public servant; and
 - (ii) Date of termination of employment or retirement from the Public Service.
- C. By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

2.3.3 Work Force Adjustment Directive

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



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- f. Period of lump sum payment including start date, end date and number of weeks; and
- g. Number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

2.4 Enquiries - Bid Solicitation

- A. All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- B. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

- A. Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- B. Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.6 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 [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" 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.



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PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- A. Canada requests that Bidders provide their bid in separately bound sections as follows:
- Section I: Technical Bid: one (1) soft copy in PDF format by e-mail;
- Section II: Financial Bid: one (1) soft copy in PDF format by e-mail;
- Section III: Certifications: one (1) soft copy in PDF format by e-mail; and
- Section IV: Additional Information: one (1) soft copy in PDF format by e-mail.
- B. Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

3.2 Section I: Technical Bid

- A. In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

3.3 Section II: Financial Bid

- A. Bidders must submit their financial bid in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3. If the Bidder adds any conditions or makes changes to the Pricing Schedule, the Bidder's financial offer will be declared non-responsive.

3.3.1 Electronic Payment of Invoices - Bid

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

3.3.2 Exchange Rate Fluctuation

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

3.4 Section III: Certifications

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



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3.5 Section IV: Additional Information

A. In Section IV of their bid, bidders should provide:

- (i) A completed, signed, and dated Page 1 of this solicitation;
- (ii) The name of the contact person (provide also this person's title, mailing address, phone number, and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
- (iii) For Part 2, article 2.3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information;
- (iv) For Part 2, article 2.5, Applicable Laws, of the bid solicitation: the province or territory if different than specified;
- (v) For Part 1, article 1.1, Security Requirement, of the bid solicitation, for each individual who will require access to classified or protected information, assets, or sensitive work sites:
 - (a) the name of the individual;
 - (b) the date of birth of the individual; and
 - (c) if available, information confirming the individual meets the security requirement as indicated in Part 6 - Resulting Contract Clauses; and
- (vi) Any other information submitted in the bid not already detailed.

3.5.1 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

A. As indicated in Part 1 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

B. The Company Security Officer (CSO) must ensure through the [Contract Security Program](#) that the Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in Part 1, clause 1.1, Security Requirements.



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ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE

- A. The Bidder must complete this pricing schedule and include it in its financial bid.
- B. The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule 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.
- C. The firm rates specified below include all expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid, including the total estimated cost of any travel and living expenses that may need to be incurred for the Work described in Annex A, Statement of Work of the bid solicitation.
- D. Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.
- E. All prices and costs must be submitted in Canadian Dollars, Applicable Taxes excluded, FOB destination, freight charges included, Canadian customs duties and excise taxes included.

1. Pricing Schedule

Contract Period – Date of Contract to One Year Later			
Period	Quoted Firm All-Inclusive Hourly Rate (in CDN \$)	Estimated Annual Level of Effort (hrs)	Total (in CDN \$)
	A	B	C= A X B
Test Analysis Review	\$ _____	12 hrs	\$ _____
Reporting & Expert Testimony	\$ _____	36 hrs	\$ _____
Review Other Non-Standard Drug Types	\$ _____	36 hrs	\$ _____
Total Contract Period			\$ _____



Option Period 1 – End of Contract Period to One Year Later			
Period	Quoted Firm All-Inclusive Hourly Rate (in CDN \$)	Estimated Annual Level of Effort (hrs)	Total (in CDN \$)
	A	B	C= A X B
Test Analysis Review	\$ _____	12 hrs	\$ _____
Reporting & Expert Testimony	\$ _____	36 hrs	\$ _____
Review Other Non-Standard Drug Types	\$ _____	36 hrs	\$ _____
Total Option Period 1			\$ _____

Option Period 2 – End of Option Period 1 to One Year Later			
Period	Quoted Firm All-Inclusive Hourly Rate (in CDN \$)	Estimated Annual Level of Effort (hrs)	Total (in CDN \$)
	A	B	C= A X B
Test Analysis Review	\$ _____	12 hrs	\$ _____
Reporting & Expert Testimony	\$ _____	36 hrs	\$ _____
Review Other Non-Standard Drug Types	\$ _____	36 hrs	\$ _____
Total Option Period 2			\$ _____

Option Period 3 – End of Option Period 2 to One Year Later			
Period	Quoted Firm All-Inclusive Hourly Rate (in CDN \$)	Estimated Annual Level of Effort (hrs)	Total (in CDN \$)
	A	B	C= A X B
Test Analysis Review	\$ _____	12 hrs	\$ _____
Reporting & Expert Testimony	\$ _____	36 hrs	\$ _____
Review Other Non-Standard Drug Types	\$ _____	36 hrs	\$ _____
Total Option Period 3			\$ _____



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Option Period 4 – Date of Option 4 to One Year Later			
Period	Quoted Firm All-Inclusive Hourly Rate (in CDN \$)	Estimated Annual Level of Effort (hrs)	Total (in CDN \$)
	A	B	C= A X B
Test Analysis Review	\$ _____	12 hrs	\$ _____
Reporting & Expert Testimony	\$ _____	36 hrs	\$ _____
Review Other Non-Standard Drug Types	\$ _____	36 hrs	\$ _____
Total Option Period 4			\$ _____

TOTAL EVALUTATED PRICE – Contract Period + Option Period 1 + Option Period 2 + Option Period 3 + Option Period 4:	\$ _____
GST/HST: Insert amount, as applicable	GST: HST:



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ATTACHMENT 2 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only).



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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- A. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the mandatory and point rated evaluation criteria.
- B. An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1 Mandatory Technical Evaluation

- A. Technical evaluation criteria are included in Attachment 1 to Part 4, Evaluation Criteria.

4.1.2 Financial Evaluation

- A. The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, freight charges included, Canadian customs duties and excise taxes included.

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

- A. A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.
- B. Should two (2) or more responsive bids achieve an identical lowest evaluated price, the bid with the highest level of experience in mandatory technical criterion M2 will be recommended for award of a contract.



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ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA

MANDATORY TECHNICAL CRITERIA

1. The following elements of the proposal will be evaluated and scored in accordance with the mandatory technical evaluation criteria.
2. **It is imperative that the proposal address each of these criteria to demonstrate that the requirements are met.**
3. The Bidder must provide references for each project and employment experience.
4. Bids that fail to meet the mandatory technical criteria will be declared non-responsive.
5. Each mandatory technical criterion must be addressed separately.
6. LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE, WHEN AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES
7. All experience must be strictly work-related. Time spent during education and/or training will not be considered, unless otherwise indicated.
8. Experience must be demonstrated through a history of past projects, either completed or on-going.
9. References should be provided for each project/employment experience.
 - I. Where the stated experience was acquired within a Canadian Federal Government Department or Agency as a Public Servant or as a consultant, the reference must be a Public Servant who had a supervisory role over the proposed resource during the stated employment.
 - II. Where the stated experience was acquired within an organization outside a Government Department or Agency, the reference must be the organization's employee who was identified as the Supervisor of the project on which the proposed resource acquired the experience.
 - III. References should be presented in this format:
 - a. Name;
 - b. Organization;
 - c. Current Phone Number; and
 - d. Email address if available
10. Response Format:
 - I. In order to facilitate evaluation of proposals, it is recommended that bidders' proposals address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.



- II. Bidders are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.
- III. For any requirements that specify a particular time period (e.g., 2 years) of work experience, DND will disregard any information about experience if the technical bid does not include the required month and year for the start date and end date of the experience claimed.
- IV. DND will also only evaluate the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.

#	REQUIREMENT	MET	NOT MET	JUSTIFICATION
M1	<p>The Contractor must provide a copy of a current valid license of the proposed resource to practice in Canada as a Medical Review Officer and be in compliance with the Substance Abuse and Mental Health Services Administration (SAMHSA).</p> <p><i>*A copy of the accreditation with SAMHSA must be also provided.</i></p>			
M2	<p>The Contractor must demonstrate that the proposed resource has a minimum of five (5) years' experience as a Medical Review Officer.</p> <p>Bidders must provide the following details as to how the stated experience was obtained; and reference should be provided:</p> <ol style="list-style-type: none"> 1. Name of the client and contact information; 2. When (start date and end date) the experience was acquired; and 3. Details about the work performed. 			



#	REQUIREMENT	MET	NOT MET	JUSTIFICATION
M3	<p>The Contractor must demonstrate that the proposed resource has a minimum of five (5) years' experience having offered Expert Testimony as a Medical Review Officer for court hearings or administrative review boards.</p> <p>Bidders must provide the following details as to how the stated experience was obtained; and reference should be provided:</p> <ol style="list-style-type: none">1. Name of the client and contact information;2. When (start date and end date) the experience was acquired; and3. Details about the work performed.			
M4	<p>The Contractor must demonstrate that the proposed resource has three (3) years' experience within the last five (5) years' as a Medical Review Officer having reviewed positive urinalysis test results.</p> <p>Bidders must provide the following details as to how the stated experience was obtained; and reference should be provided:</p> <ol style="list-style-type: none">1. Name of the client and contact information;2. When (start date and end date) the experience was acquired; and3. Details about the work performed.			



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PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

- A. Bidders must provide the required certifications and additional information to be awarded a contract.
- B. The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.
- C. The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions - Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

- A. 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#)" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).



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

5.3 Status and Availability of Resources

- A. 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.
- B. 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. Failure to comply with the request may result in the bid being declared non-responsive.

5.4 Education and Experience

- A. The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.



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PART 6 - RESULTING CONTRACT CLAUSES

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

ARTICLES OF AGREEMENT

6.1 Security Requirements

A. The following security requirements apply and form part of the Contract:

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. W6369-22-A008

1. The Contractor/Offeror must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), with approved Document Safeguarding at the level of PROTECTED B, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
3. Processing of PROTECTED materiel electronically at the Contractor/Offeror's site is NOT permitted under this Contract/Standing Offer.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
5. 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) *Contract Security Manual* (Latest Edition).

6.1.1 Contractor's Sites or Premises Requiring Safeguarding Measures

A. Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date the information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

[Location(s) to be detailed in the resulting contract]

- A. The Company Security Officer (CSO) must ensure through the [Contract Security Program \(http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) that the Contractor and individuals hold a valid security clearance at the required level.

6.2 Statement of Work

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



6.2.1 Optional Goods and/or Services

- A. The Contractor grants to Canada the irrevocable option to acquire the goods, services, or both described at Annex A, Statement of Work, of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.
- B. The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

- A. **2010B** (2020-05-28), General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract, with the following modification:
 - (i) Article 01, Interpretation, "Canada", "Crown", "Her Majesty" or "the Government", is deleted in its entirety and replaced with the following:

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

6.3.2 Supplemental General Conditions

- A. The following Supplemental General Conditions apply to and form part of the Contract:
 - (i) 4008 (2008-12-12), Personal Information, Applied to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

- A. The period of the Contract is from date of Contract award to one year later inclusive.

6.4.2 Option to Extend the Contract

- A. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1)-year period(s) 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.
- B. Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be



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exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.4.3 Termination on Thirty Days' Notice

- A. Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.
- B. In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

6.5 Authorities

6.5.1 Contracting Authority

- A. The Contracting Authority for the Contract is:

Name: Stefan Ivetic
Title: Contracting Officer
Organization: Department of National Defence
Address: Department of National Defence
101 Colonel By Drive
Ottawa ON K1A 0K2
E-mail: Stefan.Ivetic@forces.gc.ca

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

6.5.2 Technical Authority

- A. The Technical Authority for the Contract is:

[Contact information to be detailed in the resulting contract]

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

- B. The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of



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the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

[Contact information to be detailed in the resulting contract]

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

A. By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment – Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

- A. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex B – Basis of Payment, Customs duties are included, and Applicable Taxes are extra.
- B. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.2 Limitation of Expenditure

- A. Canada's total liability to the Contractor under the Contract must not exceed \$[amount to be detailed in the resulting contract]. Customs duties are included and Applicable Taxes are extra.
- B. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (i) when it is 75% committed; or
 - (ii) four months before the contract expiry date; or



- (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work; whichever comes first.

C 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.

6.7.3 Limitation of Price

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

6.7.4 Method of Payment

- A. Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:
- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - b. all such documents have been verified by Canada;
 - c. the Work performed has been accepted by Canada.

6.7.5 Travel and Living Expenses – National Joint Council Travel Directive

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

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

All payments are subject to government audit.

Estimated Cost: \$1,000.00

6.7.6 Electronic Payment of Invoices – Contract

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

[List to be updated in the resulting contract]

- (i) Visa Acquisition Card;
- (ii) MasterCard Acquisition Card;
- (iii) Direct Deposit (Domestic and International);
- (iv) Electronic Data Interchange (EDI); and
- (v) Wire Transfer (International Only)



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6.7.7 Discretionary Audit

- A. C0705C (2010/01/11), Discretionary Audit

6.7.8 Time Verification

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

6.8 Invoicing Instructions

- A. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- B. Each invoice must be supported by:
 - (i) A copy of time sheets to support the time claimed;
 - (ii) A copy of the release document and any other documents as specified in the Contract;
 - (iii) A copy of the monthly progress report;
 - (iv) A description of the Work delivered; and
 - (v) A breakdown of the cost elements.
- C. Invoices must be distributed as follows:
 - (i) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - (ii) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.9.2 Certifications - Contract

- A. Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the



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Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.10 Applicable Laws

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

6.11 Priority of Documents

- A. If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list:
- (i) The Articles of Agreement;
 - (ii) The General Conditions 2010B (2020-05-28), General Conditions - Professional Services (Medium Complexity);
 - (iii) Annex A, Statement of Work;
 - (iv) Annex B, Basis of Payment;
 - (v) Annex C, Security Requirements Check List.
 - (vi) The Contractor's bid dated **[date to be specified in the resulting contract]**, as clarified on **[date to be specified in the resulting contract, if required]**, and as amended on **[date to be specified in the resulting contract, if required]**.

6.12 Defence Contract

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

6.13 Handling of Personal Information

- A. The Contractor acknowledges that Canada is bound by the Privacy Act, R.S., 1985, c. P-21, with respect to the protection of personal information as defined in the Act. The Contractor must keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and must not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.
- B. All such personal information is the property of Canada, and the Contractor has no right in or to that information. The Contractor must deliver to Canada all such personal information in whatever form, including all working papers, notes, memoranda, reports, data in machine-readable format



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or otherwise, and documentation which have been made or obtained in relation to the Contract, upon the completion or termination of the Contract, or at such earlier time as Canada may request. Upon delivery of the personal information to Canada, the Contractor will have no right to retain that information in any form and must ensure that no record of the personal information remains in the Contractor's possession.

One (1) of the following two (2) options will be inserted in the resulting contract, as applicable:

6.14 Foreign Nationals (Canadian Contractor)

- A. The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

6.14 Foreign Nationals (Foreign Contractor)

- A. The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

6.15 Insurance

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

6.16 Non-Disclosure Agreement

- A. The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex D, 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.

6.17 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.



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- (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 "[Dispute Resolution](#)".



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ANNEX A - STATEMENT OF WORK

1. TITLE

Medical Review Officer of Urine Analysis Results

2. BACKGROUND

As part of the Canadian Forces Drug Control Program (CFDCP), personnel are tested for the use of prohibited drugs on a regular basis through Safety-Sensitive Drug Testing (SSDT), Testing for Cause or Testing for Control (Monitoring as part of Remedial Measures), or following an Accident/Incident. Pursuant to the Queen's Regulations and Orders (QR&O) 20.18, where the Canadian Armed Forces (CAF) member denies a positive urine test result, a review board shall be established and a medical practitioner shall be called upon to review the results and take any action to determine the validity of the test result. The member can offer his/her representations to the board as to why the sample would have tested positive (i.e. use of Prescription Medication or nutritional supplements that would influence the results of a drug test). Therefore, to ensure procedural fairness towards CAF members, there is a need for impartial Medical Review of the test results by a Third-Party licensed Medical Review Officer who can offer expert testimony while considering the CAF member's representations if a positive test result is called into question.

- 2.1. This requirement is part of the procedural fairness of the CFDCP.
- 2.2. The Director Military Careers Administration (DMCA) section has the mandate to oversee the CFDCP and ensure that procedural fairness exists within the process and that all testing is conducted with the utmost accuracy and subject to unbiased Medical Review throughout.
- 2.3. DMCA has the responsibility to liaise with drug testing providers in order to track samples as they are submitted for analysis by units all while adhering to strict protocols of privacy and confidentiality. If the test results were to be called into question, then the requirement for a Medical Review Officer (MRO) must be sourced to a third-party MRO, separate and distinct from the initial drug testing provider; hence the requirement for a MRO contract.

3. OBJECTIVE

- 3.1. The expected outcome and desired result of this Service Delivery is the prompt and timely analysis of the positive test result as well as the medical evidence provided by the member who denies the positive result (patient profile, drug prescriptions, over-the-counter medication list, and written explanations, etc) within a reasonable timeline from the date of receipt of all items detailed above.
- 3.2. The overall Objective is to obtain Expert Testimony from a certified and recognized MRO as to the result of the drug test and whether or not it should remain positive, considered negative, or that the sample be re-tested.

4. SCOPE

- 4.1. The Contractor must offer a Canadian-licensed MRO to review the Positive Test Result of a urine sample as well as all relevant documentation provided by the CAF member in order to provide his/her expert witness consultation and testimony regarding the test result and whether it should remain positive, be considered as negative or recommend that the sample be re-tested.



5. APPLICABLE DOCUMENTS

- 5.1. Mandatory Guidelines for Workplace Drug Testing Programs (MGWDTP);
http://workplace.samhsa.gov/DrugTesting/Level_1_Pages/Mandatory%20Guidelines.aspx
https://www.samhsa.gov/sites/default/files/workplace/frn_vol_82_7920_.pdf
- 5.2. Substance Abuse and Mental Health Services Administration (SAMHSA) <http://www.samhsa.gov>
- 5.3. US Department of Transportation (DOT) – Procedures for Transportation Workplace Drug and Alcohol Testing Programs – part 40.
<http://www.dot.gov/odapc/part40>
- 5.4. Positive Test Result from testing laboratory regarding the CAF member;
- 5.5. Representations from the CAF member regarding his/her reasons to deny the positive test result:
- (a) Letter or Memorandum containing member’s representations regarding the test result;
 - (b) List of prescription drugs (if applicable);
 - (c) List of nutritional supplements (if applicable);
 - (d) Any other relevant documentation presented by the laboratory, the unit, or the member.

6. CONSTRAINTS

- 6.1. Constraints include:
- (a) All e-mail communication must be addressed to the following addresses:
 - (1) DMCA2-DrugAnalysts@forces.gc.ca; and
 - (2) The Technical Authority will initiate the correspondence.
 - (b) Availability/unavailability of DND resources/stakeholders;
 - (c) Hours of operation for DND are Monday to Friday between 08:00AM and 04:00PM (EST).

7. TECHNICAL ENVIRONMENT

- 7.1. All draft versions must be provided in electronic format only. All Final versions of documents must be delivered in a Microsoft Office compatible electronic format.
- 7.2. A copy of all reports and documentation must be provided on completion of the contract, electronically in the format requested on an appropriate media (thumb drive, etc).

8. TASKS AND DELIVERABLES

The Medical Review Officer (MRO) must meet the following tasks and deliverables:

- 8.1. Must upon request, analyze, review and interpret positive urinalysis test results and other non-negative test results obtained by CFDCP and in accordance with the standards established by US DOT as amended from time to time and wherever applicable.



- 8.2. Must comply with all applicable federal and provincial laws and requirements relating to drug testing review.
- 8.3. Must notify the Technical Authority of any inspection and/or evaluation by a professional, provincial or federal authority that may have an impact on the laboratory's certification/accreditation for the drug testing review.
- 8.4. Must give his/her expert opinion, do research and/or conduct other tasks relating to his/her expertise as an MRO but not necessarily relating to a specific military file or case.
- 8.5. Test Analysis Review:
 - 8.5.1. Must review the original (or a faxed/scanned or certified copy) of the DMCA copy of the original chain of custody form commonly known as the "custody and control form" (CCF), and review the certifying scientist signed copy of the laboratory Forensic Drug Screen Report;
 - 8.5.2. Must review and interpret confirmed positive drug test results and/or other significant non-negative results;
 - 8.5.3. Must review and interpret confirmed positive drug test results and/or other significant non-negative results for steroids and other non-standard drugs;
 - 8.5.4. Must review the individual's relevant medical history, or any other relevant biomedical factors;
 - 8.5.5. Must assess and determine whether alternate medical explanations could account for the positive test results;
 - 8.5.6. Must consult with laboratory officials (including requesting additional information as needed) or other drug abuse experts, as necessary;
 - 8.5.7. Must reject urinalysis results that do not comply with the mandatory guidelines;
 - 8.5.8. Must determine whether a result is consistent with legal drug use;
 - 8.5.9. Must provide confirmed positive test results received within five (5) business days from:
 - (a) the date of receipt of the laboratory test results provided by the Technical Authority (certifying scientist signed Copy 1 of the CCF); or
 - (b) the date additional information is received from DND/CAF if such information is requested by the MRO, whichever date is the latter (weekends and holidays excluded).
 - 8.5.10. Must provide confirmed positive test results received within ten (10) business days of special circumstances if:
 - (a) the drug level is high enough to exceed the allowable degree of error;
 - (b) the upper limit of linearity and reanalysis is done with a sample dilution to attain a statistically reliable result; and



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- (c) several drugs or other abnormalities are present, then isolation of particular compounds and/or abnormalities can require an additional day per drug or abnormality.
- 8.5.11. Results must be sent via email to the Technical Authority (DMCA Analyst) in a Microsoft Office compatible format and followed-up with a hard copy in the mail or by courier as instructed by DND/CAF; and
- 8.5.12 Must remain within a 10 day turnaround for specific circumstances; if the drug level is high enough to exceed allowable degree of error and/or upper limit of linearity and reanalysis is done with a sample dilution to attain a statistically reliable result or if several drugs or other abnormalities are present, then isolation of particular compounds and/or abnormalities can require an additional day per drug or abnormality.
- 8.6. Reporting:
 - 8.6.1. Must send by email the results of the verified positive tests to the Technical Authority – All results shall use a control number only and not be linked to an individual's personal information;
 - 8.6.2. Must create a report on substance use that may compromise safety, if necessary and send it by email to the Technical Authority; and
 - 8.6.3. Must recommend retesting of the original sample, if necessary.
- 8.7. Expert Testimony:
 - 8.7.1. Must testify in court or other grievance proceedings regarding positive findings or any other findings or circumstances of importance relating to a review; and
 - 8.7.2. The Contractor may be required to provide testimony in a disciplinary/Court Martial proceeding against CAF personnel when that proceeding is based on a positive result.
- 8.8. Travel:
 - 8.8.1 Upon request by TA, the MRO must be able to travel to any court, CAF base or establishment within Canada in order to testify in any court, disciplinary or grievance proceeding regarding CAF personnel.
 - 8.8.2 Such travel is highly unlikely and shall only be considered if remote videoconferencing solutions are not possible.
 - 8.8.3 The Contractor may be required to travel across Canada to testify in court or other grievance proceedings regarding positive findings or any other findings or circumstances of importance relating to a review.
 - 8.8.4 It is expected that all travel will be within Canada.
 - 8.8.5 The Technical Authority will provide as much notice to the Contractor and within no less than 48 hours in advance of such a requirement. All travel must be authorized in advance by the Technical Authority and be pre-approved in accordance with DND's travel authorization process.
 - 8.8.6 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



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profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C, and D of the National Joint Council Travel Directive (<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>) and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

8.8.7 Travel within the NCR will not be reimbursed.

9. LANGUAGE REQUIREMENTS

- 9.7. In accordance with the Official Languages Act, federal institutions such as the DND and CAF are required to provide services in both official languages, be it English and French. Therefore, to foster equality the contractor must supply his report in either language as requested.
- 9.8. The MRO must be fluent in at least one of the official languages of Canada (French and/or English). Fluent means that the individuals must be able to communicate orally and in writing without any assistance and with minimal errors.
- 9.9. The MRO must be able to have his/her testimony as well as any correspondence translated to either French or English, upon request and at no cost, in order to comply with the language preference of the CAF member and/or the Technical Authority.

10. LOCATION OF WORK

- 10.7. The work will be performed at the Contractor's facility.



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ANNEX B - BASIS OF PAYMENT

- A. During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below. All prices below must include all Services identified in the Statement of Work.
- B. During the initial contract period, the Contractor will be paid all-inclusive firm unit price (inclusive of return shipping charges) per assessment as follows:

Initial Contract Year	Firm All-Inclusive Hourly Rate (in CDN \$)
MRO Service and Consulting Fee	\$ _____/hour
Test Analysis Review	\$ _____/hour
Reporting & Expert Testimony	\$ _____/hour
Review Other Non-Standard Drug Types	\$ _____/hour

Option Period 1	
	Firm All-Inclusive Hourly Rate (in CDN \$)
MRO Service and Consulting Fee	\$ _____/hour
Test Analysis Review	\$ _____/hour
Reporting & Expert Testimony	\$ _____/hour
Review Other Non-Standard Drug Types	\$ _____/hour

Option Period 2	
	Firm All-Inclusive Hourly Rate in CDN \$)
MRO Service and Consulting Fee	\$ _____/hour
Test Analysis Review	\$ _____/hour
Reporting & Expert Testimony	\$ _____/hour
Review Other Non-Standard Drug Types	\$ _____/hour

Option Period 3	
	Firm All-Inclusive Hourly Rate (in CDN \$)
MRO Service and Consulting Fee	\$ _____/hour
Test Analysis Review	\$ _____/hour
Reporting & Expert Testimony	\$ _____/hour
Review Other Non-Standard Drug Types	\$ _____/hour



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Option Period 4	
	Firm All-Inclusive Hourly Rate (in CDN \$)
MRO Service and Consulting Fee	\$ _____/hour
Test Analysis Review	\$ _____/hour
Reporting & Expert Testimony	\$ _____/hour
Review Other Non-Standard Drug Types	\$ _____/hour



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ANNEX C - SECURITY REQUIREMENTS CHECK LIST



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Security Classification / Classification de sécurité CAN UNCLASSIFIED

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE	
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Department of National Defence/Canadian Armed Forces	2. Branch or Directorate / Direction générale ou Direction Director Military Careers Administration 5
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail Medical Review Officer services for positive urinalysis test results in the context of the Canadian Forces Drug Control Program (CFDCP).	
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis	
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c.) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.)	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès	
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>
Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion	
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Restricted to: / Limité à: <input type="checkbox"/>	Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>
7. c) Level of information / Niveau d'information	
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	

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PART A (continued) / PARTIE A (suite)

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

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui
Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

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

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

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRES SECRET
<input type="checkbox"/> TOP SECRET- SIGINT TRES SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRES SECRET
<input type="checkbox"/> SITE ACCESS ACCES AUX EMPLACEMENTS			

Special comments: Commentaires spéciaux :

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

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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

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

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		COSMIC TRÈS SECRET	A	B	C	CONFIDENTIEL		TRÈS SECRET
Information / Assets / Renseignements / Biens / Production	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>														
IT Media / Support TI / IT Link / Lien électronique																

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

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? No / Non Yes / Oui
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

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

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[Page 4 of the SRCL to be inserted in the resulting contract]



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ANNEX D - NON-DISCLOSURE AGREEMENT

[Details to be inserted in the resulting contract]

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 _____ 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 _____.

Signature

Date