

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

Title/Titre

Special Advisor to the

REQUEST FOR QUOTATION DEMANDE DE QUOTATION

RETURN QUOTATIONS TO: RETOURNER LES QUOTATIONS À :

DapServicesBidReceiving-DoaServicesReceptionDesSoumissions@forces.gc.ca

Attn: Bronwyn Knight, DAP 2-3-3

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).

Comd. RCAF Date of Solicitation - Date de l'invitation 30 June 2022 / 30 juin 2022 Address Enquiries to - Adresser toutes questions à Attn: Bronwyn Knight DAP 2-3-3 DapServicesBidReceiving-DoaServicesReceptionDesSoumissions@forces.gc.ca Telephone No. - Nº de FAX No - N° de fax téléphone 819-939-5103 819-939-5042 Destination See Herein Instructions:

Solicitation No - N° de l'invitation

W8485-22-SC10

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 sc'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.

Date_

Solicitation Closes – L'invitation prend fin	Delivery required - Livraison exigée	Delivery offered - Livraison proposee
At – à : 2:00 pm Eastern Daylight Time (EDT) 14:00 Heure avancée de l'Est (HAE)	Vendor Name and Address - Raison	n sociale et adresse du fournisseur
On - le : 2 August 2022 2 août 2022		
2 4041 2022	•	l to sign on behalf of vendor (type or autorisée à signer au nom du fournisseur
	Name/Nom	Title/Titre

Signature _



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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 Non-Disclosure Agreement, and any other annexes.

1.2 Summary

- 1.2.1 Within the Department of National Defence (DND), the Royal Canadian Air Force (RCAF) Commander (Comd) is responsible for generating and sustaining a combat-capable, multipurpose Air Force to meet Canada's defence requirements, and for the development of RCAF doctrine and force structure. As part of this function, the RCAF Comd requires special advisory services to provide sound and timely advice on defence and other issues at a strategic level. The RCAF Comd requires the services of one (1) Special Advisor (SA) to provide strategic-level advice, administrative support and planning support to the RCAF Comd as well as other senior level managers and decision makers on RCAF issues.
- 1.2.2 It is intended to result in the award of one (1) contract for one (1) year, plus two (2) one-year irrevocable options 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 Contract Security Program of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

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> (2022-29-03) 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 or by Canada Post Corporation's (CPC) Connect service, sub-section 1.a and sub-section 2 are deleted in their entirety.

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 A3025T) (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 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 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 Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension 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 Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

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

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 <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse</u> <u>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

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.

Section II: Financial Bid

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

3.1.2 Rates – Resources

Bidders must submit firm rates for all categories of resources listed in Basis of Payment in Annex B.

3.1.3 Exchange Rate Fluctuation

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

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation - Mandatory Technical Criteria

Mandatory technical evaluation criteria are listed in Attachment 1 to Part 4.

4.1.2 Financial Evaluation

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

4.2 Basis of Selection - Mandatory Technical Criteria

SACC Manual Clause A0031T (2010-08-16), Basis of Selection – Mandatory Technical Criteria

4.2.1 In the event two or more responsive bids have the same lowest evaluated price, the proposal with the most months experience in <u>M3</u> 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:

- o Contracts all signed by A;
- o Contracts all signed by B; or
- o 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
- o 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 TECHNICAL REQUIREMENTS

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 2020 and at Company B from August to October 2020, 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.

#	Mandatory Technical Criterion	Meets Criteria Yes or No	Proposal Page No.
M1	The Bidder must demonstrate that the proposed resource has achieved, at a minimum, the rank of Colonel in the Royal Canadian Air Force (RCAF), or has achieved an equivalent ranking in military Air Force operations, and has retired no earlier than 31 Dec 2010.	Bidders must provide copies of appropriate documentation such as degrees, diplomas, certifications and other professional certifications or designations.	
M2	The proposed resource must possess a minimum of twenty (20) years of service in the military (ie: Canadian Armed Forces (CAF)).		
M3	The proposed resource must possess a minimum of three (3) years of demonstrated experience within the past seven (7) years from the date of bid closing working within the Canadian Armed Forces, or in an equivalent national Military operation.		

M4	The Bidder must demonstrate that the proposed resource has at least five (5) years of demonstrated experience working at the Military Strategic Level.	
	The proposed resource must also demonstrate that at least two (2) out of the five (5) years are within a national military environment (CAF or equivalent), at a minimum ranking of Colonel (or equivalent rank), working on issues pertaining to Personnel Management or Strategic Policy Initiatives.	
М5	The Bidder must demonstrate that the proposed resource possesses a minimum of one Command appointment that took place during the course of his/her national military (CAF or equivalent) career.	

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 Ineligibility and Suspension Policy (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 Employment and Social Development Canada (ESDC) - Labour's website.

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

5.2.3 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 upon request by the Contracting Authority:

(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

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.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

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

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.

7.2 Standard Clauses and Conditions

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

7.3 General Conditions

2035 (2022-05-12), 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.

7.4 Security Requirements

- **7.4.1** The following security requirements (SRCL and related clauses provided by Contract Security Program) apply and form part of the Contract.
 - The Contractor/Offeror must, at all times during the performance of the Contract/Standing
 Offer, hold a valid Facility Security Clearance (FSC) at the level of SECRET, issued by the
 Contract Security Program (CSP), Public Works and Government Services Canada
 (PWGSC).
 - 2. The Contractor/Offeror personnel requiring access to CLASSIFIED/PROTECTED information, assets or sensitive site(s) must be citizens of Canada and must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by the CSP, PWGSC.
 - 3. The Contractor/Offeror MUST NOT remove any CLASSIFIED/PROTECTED 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.
 - 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).

7.5 Term of Contract

7.5.1 Period of the Contract

The period of the Contract is from date of Contract award to one (1) year later. (dates to be completed at Contract award)

7.5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one-year 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.

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.

7.6 Authorities

7.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Bronwyn Knight

Title: Sr. Materiel & Acquisitions Support Officer, DAP 2-3-3

Department of National Defence (DND),

Aerospace Equipment Program Management (AEPM), Directorate of Aerospace

Procurement (DAP)

Address: 101 Colonel By Drive, Ottawa, ON K1A 0K2

Telephone: 819 939 5103 **Facsimile**: 819 939 5042

E-mail address:Bronwyn.Knight@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.

7.6.2 Technical Authority

The Technical Authority for the Contract is: (to be completed at contract award)

Name:		
Title:	_	
Department of Na	ational	Defence (DND)
Address:		
Telephone: _		
Facsimile:		
F-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

Contractor's Representative (to be completed at contract	award
Name:	
Fitle:	
Company:	
Address:	
Telephone:	
Facsimile:	
E-mail address:	

7.7 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 *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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

7.8 Payment

7.8.1 Basis of Payment - Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$ (to be completed at contract award). 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:
 - a. When it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

(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.

7.8.2 Monthly Payment

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

7.8.3 Time Verification

SACC Manual clause C0711C (2008-05-12) Time Verification

7.8.4 Travel and Living Expenses

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle expenses provided 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.

7.9 Invoicing Instructions

7.9.1 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.

7.9.2 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 Contracting 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.

7.10 Certifications and Additional Information

7.10.1 Compliance

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

7.11 Applicable Laws

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

7.12 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035, High Complexity Services (2022-05-12)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Non-disclosure Agreement; and,
- (g) the Contractor's bid dated ______, (to be completed at Contract award)

7.13 Defence Contract

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

7.14 Insurance Requirements

SACC Manual clause G1005C (2016-01-28), Insurance - No Specific Requirement

7.15 SACC Manual clauses

- **7.15.1** *SACC Manual* clause <u>A9062C</u> (2011-05-16) Canadian Forces Site Regulations applies to and forms part of the Contract.
- **7.15.2** *SACC Manual* clause <u>A9068C</u> (2010-01-11) Government 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 non-disclosure agreement, attached at Annex D, 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 "Dispute Resolution".

ANNEX A – STATEMENT OF WORK FOR THE PROVISION OF SPECIAL ADVISORY SERVICES TO THE COMMANDER OF THE ROYAL CANADIAN AIR FORCE

1. GENERAL

Purpose

The purpose of this Statement of Work (SOW) is to define the scope and deliverables that apply to the requirement for Special Advisory services required by the Commander of the Royal Canadian Air Force (RCAF Comd).

1.1 Background

Within the Department of National Defence (DND), RCAF Comd is responsible for generating and sustaining a combat-capable, multi-purpose air force to meet Canada's defence requirements, and for the development of Royal Canadian Air Force (RCAF) doctrine and force structure. As part of this function, the RCAF Comd requires special advisory services from various sources to provide sound and timely advice on defence and other issues at a strategic level. RCAF Comd requires a Special Advisor (SA) to provide strategic-level advice, administrative support and planning support to the RCAF Comd as well as other senior level managers and decision makers on RCAF issues.

1.2 Abbreviations and Acronyms

The following abbreviations and acronyms are used in this SOW:

Commander of the Royal Canadian Air Force
Canadian Armed Forces
Chief Executive Officer
Canadian Industrial Security Directorate
Department of National Defence
National Capital Region
National Defence Headquarters
Public Services and Procurement Canada
Royal Canadian Air Force
Royal Canadian Air Force Commander's Advisory Council
Special Advisor
Statement of Requirement
Statement of Work
Technical Authority

2. SCOPE OF WORK

The SA must provide advice and secretarial assistance to various committees involved in the strategic guidance of the RCAF. The SA must work closely with the RCAF Comd and/or his/her delegate and must make recommendations to RCAF Comd before DND resources are committed.

3. TASKS

The Contractor Resource must provide an independent source of interpretation and insightful judgments to the RCAF Comd based on extensive experience in the military air environment, including operational experience, as well as a familiarity with the structure and operation of Headquarters, Commands and Wings. In that capacity, the Contractor Resource must also help facilitate forums for the presentation and discussion of issues of interest to the RCAF and must help to communicate ideas, strategic priorities and

operational concerns to the wider military and civilian communities. The required services include, but are not limited to the following:

- **A)** Administer the RCAF Honorary Colonel Program, which includes staffing the nomination of new RCAF Honoraries, provide policy support and direction at the National level;
- **B**) Produce the annual RCAF Honorary Colonel conference that includes:
 - i. coordinate the entire program of the conference;
 - ii. evaluate the impact and do a risk assessment of the various options and present them to the RCAF Comd;
 - iii. book the venue based on the RCAF Comd decision and do a site visit;
 - iv. coordinate the invite and track the participants;
 - v. arrange the travel plan and the accommodation plan for all the Honoraries;
 - vi. invite the guest speaker(s) and arrange for their IT support at the conference room;
 - vii. act as the secretary of the conference.
- C) Provide secretarial support and trusted agent guidance to the RCAF Comd on succession planning for the RCAF Colonels and Brigadier-Generals;
- **D)** Coordinate RCAF Advisory Council membership and periodic meetings;
- E) Arrange the annual Air Personnel Appointment Board Officers and the Air Personnel Management Board Officers that includes:
 - **i.** prepare the agenda;
 - **ii.** write the detailed minutes;
 - iii. publish the minutes;
 - iv. write the records of decision;
 - **v.** produce a written report;
 - vi. distribute the report based on the associated approved distribution list.
- **F)** Research and provide advice on outreach strategies for liaising with stakeholders such as Senators and other Members of Parliament, Chief Executive Officers (CEOs) of various air force and aerospace-related industry organizations;
- **G)** Assist in the passage of information to key stakeholders on current issues to help facilitate the decision-making process;
- **H)** When requested by the RCAF Comd, provide an assessment of the issue at hand and making strategic-level, comprehensive recommendations;
- I) Attend the RCAF Heritage Fund meetings as the secretary of the RCAF Comd;
- **J**) Attendance at meetings as and when requested by RCAF Comd (see 8.0 below);
- **K**) Perform other SA support services related to the services above, when requested by the RCAF Comd:
- L) As required, assist in the development, planning and coordination of various activities, events and elements leading up to and culminating in the RCAF 100th Anniversary year in 2024;
- M) As required, assist in all planning aspects related to the execution of RCAF 100th Anniversary activities;
- N) As required, assist in the implementation of the RCAF 100th Anniversary plan; and
- O) As required, actively engage the Air Force Community and help facilitate strategic partnerships with key organizations to maximize support of Centennial activities.

4. DELIVERABLES

- **4.1** Deliverables must be in the form of services provided to the Technical Authority (TA) in accordance with this SOW and any subsequent taskings and of the deliverables generated thereof. Deliverables required include reports, briefing packages, discussions, working groups and other means of knowledge management to acquire information, analyze it, and provide options and solutions to current RCAF issues at hand. The schedule of deliverables must be in accordance with the priorities established by the TA.
- **4.2** All correspondence, either initiated by or submitted to the Contractor Resource 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.
- **4.3** Monthly Status Reports: The Contractor Resource must prepare monthly status reports for work performed by the supplied resource in a format acceptable to the TA. Each monthly status report must document the following information and any additional information required by the TA:
 - **a.** All significant activities performed by the resource during the period covered by the invoice;
 - **b.** Status of all action items and decision items, as well as a list of outstanding activities;
 - **c.** A description of any problems encountered which are likely to require attention by the TA;
 - **d.** Any recommendations relating to the conduct of the Work;
 - e. Total number of days worked during the month; and
 - f. Cumulative number of days worked since the start of the Government of Canada fiscal year.

5. LIMITATIONS AND CONSTRAINTS

- **5.1** There will be a requirement for the Contractor Resource to access information available exclusively at DND's facility located at 101 Colonel By Drive, Ottawa, or at the new location at Carling Campus 3500 Carling Ave, Nepean, and, on occasion, at other DND and Government of Canada buildings situated throughout the NCR.
- **5.2** The Contractor Resource providing the services must be independent of direct control by servants of Canada and are not in any respect employees or servants of Canada.
- **5.3** During the performance of the Contract, the Contractor or his resource must not direct any departmental organizations, or any resource of any third parties with whom Canada has or intends to contract, to perform any action.
- **5.4** Contractor Resource must not contact personnel of departmental organizations external to DND, or third parties with whom Canada has or intends to contract, without approval of the TA.
- **5.5** At all times during the provision of the required services, the Contractor Resource 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) unless a valid "Non-Disclosure Agreement" exists. Proprietary technical information may be provided to Contractor Resource in the performance of

the Work but is subject to the Contractor execution of the "Non-Disclosure Agreement" contained in the Request for Proposal.

- 5.6 All drawings, software codes, reports, data, documents, or materials, provided to the Contractor by Canada or produced by the Contractor Resource in providing services under the Contract, remains the property of Canada and must be used solely in support of this requirement. The Contractors Resource is 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 work or when requested by the TA.
- **5.7** The TA or other authorized departmental government representative will have access at all times to the Work and to the facility where any part of the Work is being performed.
- **5.8** The Contractor must ensure that its resource does not use Government of Canada or DND designations, logos or insignia on any business cards, cubicle/office signs or written/electronic correspondence that in any manner lead others inside or external to DND to perceive Contractor personnel as being employees of Canada.

6. DND SUPPORT TO CONTRACTOR

- **6.1** To aid the Contractor Resource in the provision of the required services, the following information, materials, and assistance will be provided if approved by the TA:
 - a) All available data and documents such as policy documents, directives, instructions, performance data, technical documents, project data and other data deemed necessary by the TA for the provision of services under this SOW;
 - **b)** Consultation with the TA and other departmental specialists as may be arranged by the TA;
 - **c)** Other information, data and assistance available and requested by the Contractor Resource, subject to concurrence by the TA.
- **6.2** DND will provide, subject to normal security requirements and only to the specified Contractor Resource, access to identified data bases or applications resident on DND computers or networks for the sole purpose of executing the work associated with this Contract. DND, at its sole discretion, will identify the nature and characteristics of such access.
- 6.3 To aid the Contractor Resource in the provision of the required services, Canada may, at its sole discretion, provide special training on new software/tools which are implemented during the term of the contract on an "as and when requested basis" to the Contractor Resource. Upon completion of the special training provided by Canada to the incumbent Contractor Resource, should the trained incumbent resource leave or need to be replaced during the life of the Contract, the Contractor must pay all expenses to train the replacement resource.
- **6.4** The Contractor is advised that the above does not represent a commitment by Canada and that it is the Contractor Resource's sole responsibility to provide all services required to perform the

Contract. The Contractor Resource must be able to work independently on all aspects of the required services.

7. LOCATION FOR PROVISION OF REQUIRED SERVICES

- **7.1** Services must be provided on-site in the NCR. The location is the Major-General Pearkes Building, 101 Colonel By Drive, Ottawa, ON. This location is subject to change for the Carling Campus at 3500 Carling Ave, Nepean, ON.
- **7.2** DND will provide sufficient office space, general purpose office furniture and information technology equipment/services (computer and access to divisional networks subject to normal security requirements) for the Contractors Resource.
- **7.3** All of the above provisions will, in all cases, be subject to the availability of suitable DND office facilities in the NCR.
- **7.4** After Contract award, Canada will not consider any requests to amend the Contract basis of payment to allow the Contractor to recover any costs associated with a change in the location where the required services are provided.

8. CONTRACTOR MANAGEMENT OF THE CONTRACT

- **8.1** The Contractor is required to actively participate in the overall management of all activities related to this SOW and is directly responsible for the effective supervision and coordination of the efforts of its resource in order to minimize the effort required by DND to manage the requirement.
- **8.2** The Contractor is responsible for all the Work produced under this Contract, including completeness, accuracy and adherence to all relevant safety and environmental legislation, regulations, policy, procedures and good practices.

9. MEETINGS

- **9.1** The Contractor Resource will be required to attend and participate in the planning and organization of meetings related to the Work. The Contractor Resource must make all necessary preparations in order to actively participate in any meeting convened by the TA.
- **9.2** All meetings will be conducted at facilities to be provided by DND or any third party, unless otherwise requested by the TA.
- **9.3** If requested by the TA, the Contractor Resource must prepare minutes of all discussions and/or records of decisions of meetings and must provide them to the TA, for review and approval, no later than five working days after each meeting.

10. TRAVEL AND LIVING

Contractor resource may be required to travel outside the National Capital Region (NCR). All travel will require prior written approval of the TA.

11. LANGUAGE REQUIREMENTS

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

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 date of Contract award to one (1) year later.

Initial Contract Period:						
Category of Personnel	Level of Expertise	Level of Security	Firm All Inclusive Per Diem Rate (CAD)	Estimated Level of Effort	Totals	
			A	В	$C = A \times B$	
Special Advisor	N/A	Secret	\$	240 days	\$	
	Travel					
	\$					
	\$					

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: dates to be completed at contract award						
Category of Personnel	Level of Expertise	Level of Security	Firm All Inclusive Per Diem Rate (CAD)	Estimated Level of Effort	Totals	
			A	В	$C = A \times B$	
Special Advisor	N/A	Secret	\$	240 days	\$	
				Travel	\$5,000.00	
	\$					
	\$					

Option Period 2: dates to be completed at contract award						
Category of Personnel	Level of Expertise	Level of Security	Firm All Inclusive Per Diem Rate (CAD)	Estimated Level of Effort	Totals	
			A	В	$C = A \times B$	
Special Advisor	N/A	Secret	\$	240 days	\$	
	\$5,000.00					
	\$					
	\$					

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.

Contract Number / Numéro du contrat

ANNEX C - SECURITY REQUIREMENTS CHECK LIST

*	Government				Contract Number / Numéro du cor	ntrest
T	of Canada	du Canada	ļ		W8485-22-SC10	
					Security Classification / Classification do UNCLASS	e sécurité
						_
			CURITY REQUIREMEN ATION DES EXIGENCE		ST (SRCL) SÀ LA SÉCURITÉ (LVERS)	
	NTRACT INFORI	MATION / PARTIE A - artment or Organization	INFORMATION CONTRAC	TUELLE	2. Branch or Directorate / Direction gén	ácela ou Direction
		ememental d'origine	Department of National D		C Air Force	Gale of Diecholi
3. a) Subcont	ract Number / Nur	mêro du contrat de sou	is-traitance 3. b) Na	me and Address	of Subcontractor / Nom et adresse du	sous-traitant
4. Brief Descr	iption of Work / B	rève description du tra	vail			
Contract to	rthe provision of an	enial adujenni senijose to	the Commander of the Royal Ca	anadian Air Eorge		
Contraction	tile provision or sp	eciai advisory services to	the commander of the Royal Ca	anadian All Force.		
5. a) Will the :	supplier require ac	ccass to Controlled Go	ode?			.⊿ No Yes
Le fourn	Isseur aura-t-II ac	cès à des marchandisi	as contrôléss?			Non Oul
5. b) Will the : Regulati		ccess to unclassified m	rilitary technical data subject	t to the provision	s of the Technical Data Control	No Yes
Le fourn	isaeur aura-t-ii acı		hniques militaires non classi	lflées qui sont as	sujetties aux dispositions du Règiamer	
	ntrâle des donnés e type of access r	es techniques? required / indiquer le ty	pe d'accès requis			
	= -		sa to PROTECTED and/or C	LASSIFIED Info	rmation or assets?	No Yes
Le fourn	iseeur ainsi que le		accès à des renseignement		PROTÉGÉS et/ou CLASSIFIÉS?	Non L Oul
(Précise	r le niveau d'accè	s en utilisant le tables:	ı qui se trouve à la question			
(6. b) Will the : PROTE(supplier and its en CTED and/or CLA	nployees (e.g. cleaner SSIFIED information o	s, maintenance personnel) r ir assets is permitted.	equire eccess to	restricted access areas? No access to	No Yas
Le foum	isseur et ses emp	loyés (p. ex. nettoyeur	s, personnel d'entretien) aur		les zones d'accès restreintes? L'accès	
			ÉS et/ou CLASSIFIÉS n'est ent with no overnight storag			No Yes
S'aght-li	d'un contrat de me	assagerie où de ilvrale	on commerciale sans entre	oosage de nuit?		Non L Oul
7. a) indicate	the type of Inform	ation that the supplier	will be required to access / I	ndiquer le type d	l'information auquel la fournisseur devi	a evoir accès
	Canada	~	NATO / OTAN		Foreign / Étrenge	
7. b) Release No release r		trictions relatives à la c	diffusion All NATO countries		No release restrictions	
Aucune rest	riction relative		Tous les pays de l'OTAN		Aucune restriction relative	
à la diffusion	1	_		_	à la diffusion	
Not releasat À ne pas dif		~				
						\neg
Restricted to		LJ.	Restricted to: / Limité à :	. Ш.	Restricted to: / Limité à :	. 📙 🔠
Specify cour	ntry(les): / Précise	rie(s) pays :	Specify country(les): / Préd	ciser le(s) pays :	Specify country(les): / Préc	dserie(s) pays :
7. c) Level of	Information / Nive	au d'information				
PROTECTE PROTEGÉ		✓	NATO UNCLASSIFIED NATO NON CLASSIFIÉ		PROTECTED A PROTÉGÉ A	
PROTECTE	DB [5	NATO RESTRICTED	- 	PROTECTED B	
PROTÉGÉ	5 L	실	NATO DIFFUSION REST	ZEINTE	PROTÉGÉ B	<u> </u>
PROTECTE PROTÉGÉ (NATO CONFIDENTIAL NATO CONFIDENTIEL		PROTECTED C PROTÉGÉ C	
CONFIDENT		7	NATO SECRET	\Box	CONFIDENTIAL	
SECRET	IIEL L	-	NATO SECRET COSMIC TOP SECRET	ㅡ片	CONFIDENTIEL SECRET	
SECRET	L		COSMIC TRÈS SECRET	U	SECRET	
TOP SECRI					TOP SECRET TRÈS SECRET	
TOP SECRI		=			TOP SECRET (SIGINT)	
TRÈS SECF	RET (SIGINT)				TRES SECRET (SIGINT)	
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Government Gouvernement du Canada

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UNCLASS

DART & food	tinued) / PARTIE A (suite)									
8. Will the sur	plier require access to PROTECTED	and/or CLASSIFIED COMSEC i	information or assets?		No Yes					
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? V Non Oui lf Yes, indicate the level of sensitivity:										
	zata trib ibvoi of sentitutty. Mative, indiquer le niveau de sensibili	Mé:								
9. Will the aug	plier require access to extremely sen eur aura-t-il accès à des renseigneme	sitive INFOSEC information or a		e?	No Yes					
	s) of material / Titre(s) abrégé(s) du n									
Document	Number / Numéro du document :									
	RSONNEL (SUPPLIER) / PARTIE B nel security screening level required /									
	RELIABILITY STATUS	CONFIDENTIAL	SECRET	TOP SECF	E T					
	COTE DE FIABILITÉ	CONFIDENTIEL	SECRET	TRÈS SEC	RET					
	TOP SECRET – SIGINT TRES SECRET – SIGINT	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET NATO SECRET		OP SECRET RÉS SECRET					
	SITE ACCESS ACCES AUX EMPLACEMENTS									
	Special commenta: 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) Ma v un	REMARCIOE : Si piusieura niveaux screened personnel be used for portic		uis, un guide de diasamcand	n de 18. secume don eire	No Ves					
	connei sans autorisation sécuritaire p		lu trevali?		Non Oul					
	will unscreened personnel be escorte				No Yes					
Dans l'affirmative, le personnel en question sera-t-il escorté?										
PART C - SAI	FEGUARDS (SUPPLIER) / PARTIE (NEOLIDED DE BRATEATIAL	A COMPANY OF THE PARK OF THE P							
			(FOURMISSEUR)							
	ON/ASSETS / RENSEIGNEME		A (LOUMAISSEUK)							
INFORMATI	ON / ASSETS / RENSEIGNEME	NT8 / BIENS		on its site or	No ☐Yes					
INFORMATI 11. a) Will the premise	ON / ASSETS / RENSEIGNEME supplier be required to receive and a es?	NT8 / BIENS itors PROTECTED and/or CLAS	SIFIED Information or assets		No Yes					
INFORMATI 11. a) Will the premise	ON / ASSETS / RENSEIGNEME supplier be required to receive and a ss? nisseur sera-Lil tenu de recevoir et d'	NT8 / BIENS itors PROTECTED and/or CLAS	SIFIED Information or assets							
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Contract Number / Numéro du contrat

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Security Classification / Classification de sécurité UNCLASS



ANNEX D - NON-DISCLOSURE AGREEMENT SACC Manual clause <u>A9126C</u> (2010-08-16 ____, 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. W8485-22-SC10 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.: W8485-22-SC10. Signature Date