

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St. / 11, rue Laurier
Place du Portage , Phase III
Core 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services 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, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux: Travaux Publics et Services Gouvernementaux 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, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet Maintenance of Non-Prop NRTSD Sys	
Solicitation No. - N° de l'invitation W8474-11JS23/A	Date 2012-07-06
Client Reference No. - N° de référence du client W8474-11JS23	
GETS Reference No. - N° de référence de SEAG PW-\$\$\$V-051-24628	
File No. - N° de dossier 051sv.W8474-11JS23	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-08-08	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: John Caldwell	Buyer Id - Id de l'acheteur 051sv
Telephone No. - N° de téléphone (819) 956-1387 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: See Herein - Voir ci-dessous	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address
**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Science Procurement Directorate/Direction de l'acquisition
de travaux scientifiques
11C1, Phase III
Place du Portage
11 Laurier St. / 11, rue Laurier
Gatineau, Québec K1A 0S5

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie) Signature Date	

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PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation document 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: includes the certifications 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, PWGSC-TPSGC 9411 form - Claim for Exchange Rate Adjustment, the Security Requirements Checklist, Insurance Requirements, the Application for Permission to Subcontract a Portion of the Contract, Form DND 626, and the Confidentiality Agreement for Performance of the Work.

2. Summary

The Department of National Defence has a requirement for the provision of maintenance and support services for the Non-Proprietary hardware and software components of the Near Real Time Ship Detection (NRTSD) System. The NRTSD System consists of two satellite data reception stations, and includes all the image processing hardware and software necessary for production of RADARSAT-2 imagery. The stations are located on the east and west coasts of Canada, and undertake mission planning for procuring RADARSAT-2 data, data ordering, download, de-encryption, data archival, and imagery processing.

The period of the contract is from date of contract award, and will end twenty four (24) months after the end of the calendar month in which the Contract is awarded. In addition, there are three (3) irrevocable one year option periods to extend the contract.

The requirements of this bid solicitation are made up of two components:

- Component "A", which includes defined maintenance and support services for the Non-Proprietary hardware and software components of the NRTSD System; and,
- Component "B", which includes maintenance and support services for the Non-Proprietary hardware and software components of the NRTSD System, to be provided on an "as and when requested" basis.

These components are further described as follows:

Component "A":

Defined maintenance and support services for the Non-Proprietary hardware and software components of the NRTSD System include:

- Contract management and Contract management reporting. Contract management refers to the management of both the defined maintenance and support services, as well as the maintenance and support services to be performed on an "As and When Requested" basis;
- Scheduled Maintenance for all Non-Proprietary hardware and software components within the NRTSD System (for all NRTSD System installation site locations);
- First Line Corrective Maintenance for all Non-Proprietary hardware and software within the NRTSD System (for the Aldergrove, British Columbia Receiving Site (CAAL) and the Aldergrove, British Columbia Processing Site (CP) only);
- Configuration Management for Minor Changes (as defined in the Statement of Work);
- Telephone and Email technical and engineering support services; and,
- Development, implementation, and maintenance of a Service Requirement Request (SRR) database and reporting.

Component "B":

Maintenance and support services for the Non-Proprietary hardware and software components of the NRTSD System to be provided on a task authorized basis include:

- Second and Third Line Corrective Maintenance for all Non-Proprietary hardware and software within the NRTSD System at all equipment installation sites;
- Configuration Management for Major Changes (as defined in the Statement of Work);
- Procurement of spares;
- Investigation and engineering studies;
- Upgrades and enhancements (excluding those which are Minor Changes); and,
- On site Operator and Maintainer training.

Work will be performed at the Contractor's facilities, as well as on site at the installation sites of the Non-Proprietary hardware and software components of the NRTSD System. Component installation sites include:

- Halifax, Nova Scotia
- Masstown, Nova Scotia
- Aldergrove British Columbia
- Esquimalt British Columbia; and,
- Ottawa, Ontario.

There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site.

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

This procurement is limited to Canadian goods and Canadian services.

This procurement is subject to the Controlled Goods Program.

3. Basis of Payment

For each component of this bid solicitation, the Basis of Payment is as follows:

Component "A": The Basis of Payment for performance of Work under Component "A" describes firm all inclusive monthly rates;

Component "B": Performance of Work under Component "B" will be authorized on an "As and When Requested" basis. The Basis of Payment for authorized tasks may be firm price, ceiling price, or subject to a Limitation of Expenditure. In each case, the price of authorized tasks will be determined in accordance with firm all inclusive labour rates, subcontracted labour services, spares and replacement parts at the contractor's laid down cost with firm all inclusive markup rates thereon, travel and living costs in accordance with the TB Travel Directive, and materials and supplies at the contractor's laid down cost.

4. Maximum Funding and Estimated Utilization

This bid solicitation does not specify any maximum budget for the performance of Work included in Component "A". The estimated utilization for work that may be authorized under Component "B" is as follows:

1. The estimated level of effort per labour category for each year of the resulting Contract Period, and each one year option period is as follows:

Senior System Engineer:	245 hours per year
Intermediate System Engineer:	275 hours per year
Senior Telecommunication Technician:	270 hours per year
Intermediate Telecommunication Technician:	300 hours per year

The above labour categories are defined in Section 3.4 of Annex "A" - Statement of Work.

2. The estimated subcontract utilization for labour requirements which fall outside of the above specified labour categories is \$100,000.00 per year, (GST/HST extra), for each year of the resulting Contract Period, and each one year option period.
3. The estimated utilization for the procurement of spares and replacement parts is \$60,000.00 per year, (GST/HST extra), for each year of the resulting Contract Period, and each one year option period.
4. The estimated travel requirements (trips per year) for each year of the resulting Contract Period, for authorized travel between the Contractor's facilities and each of the following Work locations, for the performance of Work authorized under Component "B" is as follows:

- East RJOC Site - Halifax, Nova Scotia	1 trip
- East Reception Site - Masstown, Nova Scotia	2 trips
- West Reception and Central Processing Site - Aldergrove BC	2 trips
- West RJOC Site - Esquimalt British Columbia	1 trip
- CCRS Site, Office of the Technical Authority - Ottawa, Ontario.	1 trip

Under any resultant Contract, no payment will be made for travel to and from any of the above destinations where the total distance (to and from) the destination is 100 kilometres or less.

The level of services specified herein is only an approximation of requirements given in good faith.

5. Task Matrix

Tasks identified in **Annex "A"** - Statement of Work are allocated as follows:

Work Component	Basis of Payment	Statement of Work Task No.	Task Description Summary
A	A Single Firm Monthly All Inclusive Rate, as detailed in Item 1 of Annex "B" - Basis of Payment.	4.1.1 to 4.1.4	Contract Management tasks associated with performance of the Work under Component "A" and Component "B"
		4.2.1 and 4.2.2	Scheduled Maintenance for all NRTSD System Non-Proprietary Hardware and Software
		4.2.3, 4.2.4, and 4.2.5	First Line Corrective Maintenance for all NRTSD System Non-Proprietary Hardware and Software installed at the CAAL and CP sites
		4.2.6 and 4.2.7	Service Requirement Request (SRR) database development, maintenance and reporting
		4.3	Technical and Engineering Support via Telephone and EMail
		4.4, and 4.4.1 to 4.4.6 Inclusive	Configuration Management (For Minor Changes Only)
B	In accordance with Item 2 of Annex "B" - Basis of Payment.	4.5.1 4.5.1.1 and 4.5.1.2	Second and Third Line Corrective Maintenance for all NRTSD System Non-Proprietary Hardware and Software installed at all NRTSD System Installation sites
		4.5.2	Configuration Management (For Major Changes Only)
		4.5.4	Procurement of Spares for the Non-Proprietary Hardware and Software components of the NRTSD System
		4.5.5	Special Investigations and Technical Studies for the Non-Proprietary Hardware and Software components of the NRTSD System
		4.5.6	Upgrades or Enhancements to the Non-Proprietary Hardware and Software components of the NRTSD System
		4.5.7	Training

Solicitation No. - N° de l'invitation

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

051sv

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

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6. Debriefings

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) Manual issued by Public Works and Government Services Canada.

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

The 2003 (2011-05-16) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

1.1 SACC Manual Clauses

A7035T (2007-05-25), List of Proposed Subcontractors

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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

3. Enquiries - Bid Solicitation

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

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

4. 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.

5. Improvement of Requirement During Solicitation Period

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

6. Optional tour of the Work Site

Arrangements have been made for a tentative optional tour of the work site located at the NRTSD System West Reception Site (CAAL) and the Central Processing Site (CP), located in Aldergrove British Columbia:

The tentative date, tentative time and location for the tour of the work site is:

Tentative Date: 25 July 2012 Tentative Time: 10:00 PDT

Location: Department of National Defence
 Canadian Forces Station
 3900 272 Street
 Aldergrove, British Columbia

Bidders are requested to communicate with the Contracting Authority on or before 17 July 2012, to confirm their attendance for the optional tour of the work site, and to provide the name(s) of the person(s) who will attend. Attendees at the optional site visit may be requested to sign an attendance form.

On or before 20 July 2012, an amendment to the bid solicitation will be issued by the Contracting Authority to confirm that the optional tour of the work site will be held on 25 July 2012. Bidders who do not attend or who do not send a representative to the optional work site will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the optional tour of the work site will be included as an amendment to the bid solicitation.

In the event that there is insufficient interest for a tour of the work site, an amendment to the bid solicitation will be issued by the Contracting Authority on or before 20 July 2012 to advise that the tour of the work site is cancelled.

7. PWGSC Distributed Documentation

The documents listed below form part of this bid solicitation, and will form part of any resultant contract:

- | | | |
|----|--------------------------|---|
| a) | Applicable Document AD-1 | - Polar epsilon NRTSD Maintenance Manual |
| b) | Applicable Document AD-2 | - PE NRTSD System Operations Training Module 7 First Line Maintenance |
| c) | Applicable Document AD-3 | - PE NRTSD Antenna Training Module (1-7) |
| d) | Applicable Document AD-4 | - NRTSD Antenna System Maintenance Manual |
| e) | Applicable Document AD-5 | - NRTSD Antenna System Operator's Manual. |
| f) | Applicable Document AD-6 | - CDRL-21 PE NRTSD System Data Packages |
| g) | Appendix 1 to Annex "A" | - Statement of Work - System Description |
| h) | Appendix 2 to Annex "A" | - Statement of Work - System Site Inventory |
| i) | Appendix 3 to Annex "A" | - Statement of Work - System Spare Parts |
| j) | Appendix 4 to Annex "A" | - Statement of Work - Scheduled Maintenance |

It is a **mandatory requirement** of this bid solicitation that the Bidder must have requested from the Contracting Authority, all of the documentation listed above. Before the above documentation is released to the Bidder, the Bidder must sign the Confidentiality Agreement contained in Attachment 8 of this bid solicitation, and submit it to the Contracting Authority.

The above listed documentation is being made available to industry in PDF file format. The above listed documentation will be distributed by Email to Bidders requesting it from the Contracting Authority. Firms interested in receiving the above listed documentation may submit their requests complete with their signed Confidentiality Agreement in writing, or by Email, to the Contracting Authority identified in Part 7, Clause 5.1 - Contracting Authority of this bid solicitation. Bidders may also request the above listed documentation be provided to them on compact disk. In such case, a compact disk containing the above listed documentation will be distributed by regular mail via Canada Post. Bidders may also arrange for courier pick up (at Bidder's expense) of the compact disk containing the above listed documentation from the Contracting Authority, based on a pre-arranged time for courier pick up.

Any amendments to the above listed documentation during the bid period, including any questions and answers in respect of the above listed documentation will be distributed directly from MERX, to all firms ordering this bid solicitation document from MERX.

In accordance with Part 5 and Attachment 7 of this bid solicitation, the Bidder must provide to the Contracting Authority:

- written certification that it has received, read and fully understands the above listed documentation; and,
- written certification that within ten working days after the date of bid closing, it has, or agrees to delete, destroy, or deliver to the Contracting Authority, every copy of the PWGSC Distributed Documentation, as well as every draft, working paper, or note that contains any information derived from the PWGSC Distributed Documentation, that has been produced by it or any member of its team.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I : Technical Bid (4 hard copies and 1 soft copy on CD)

Section II : Financial Bid (2 hard copies)

Section III : Certifications (2 hard copies)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

Furthermore, Bidders must bid on both Work Component "A" and Work Component "B", all as defined in Part 1 of this bid solicitation. Under Component "B", Bidders must bid on all identified labour categories, as detailed in Annex "A" - Statement of Work, Section 3.4.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use 30% recycled paper;
- (c) print double sided (duplex printing);
- (d) use a numbering system that corresponds to the bid solicitation; and
- (e) submit bound bids using cerlox, staples, etc., but no three ring binders.

Section I : Technical Bid

The technical bid preparation instructions are included in Attachment 1, Technical Bid Preparation Instructions.

Section II : Financial Bid

The financial bid preparation instructions are included in Attachment 2, Financial Bid Preparation Instructions.

Section III : Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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.

1.1 Technical Evaluation

Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Bidder's affiliates (i.e. parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

1.1.1 Mandatory Technical Criteria

Refer to Section 1 of Attachment 4 - Mandatory and Point Rated Technical Criteria.

1.1.2 Point Rated Technical Criteria

Refer to Section 2 of Attachment 4 - Mandatory and Point Rated Technical Criteria.

1.2 Financial Evaluation

1.2.1 Mandatory Financial Criteria

The Bidder must submit its Financial bid in accordance with Attachment 2, Sections 2.1, 2.2 and 2.3.

1.2.2 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax extra, all applicable Canadian excise taxes included, Canadian Customs Duty in accordance with SACC Manual Clause C2611C (2007-11-30), and Delivered Duty Paid (Destination) Incoterms 2000, in accordance with Part 7 - Resulting Contract Clauses, Clause 6.7 - Delivery.

For evaluation purposes only, the price of the bid will be determined as detailed in Attachment 6 - Evaluation of Price.

1.2.3 Foreign Currency Exchange Rate Fluctuation - Component "A"

There is no provision for foreign currency exchange rate fluctuation protection for performance of the Work under Component "A", as defined in Part 1, Section 5 of this bid solicitation. Any request for exchange rate fluctuation protection under Component "A" will not be considered and will render the bid non-responsive.

1.2.4 Foreign Currency Exchange Rate Fluctuation - Component "B"

There is no provision for foreign currency exchange rate fluctuation protection for performance of authorized tasks under Annex "A" - Statement of Work, Section 1.3, Component "B", except for authorized tasks, or the applicable sections of authorized tasks covering the following types of Work:

- a). the Scheduled and, or Corrective Maintenance of the antenna subsystem within the NRTSD System;
- b). the procurement of spares and replacement parts in respect of the antenna subsystem within the NRTSD System; or,
- c). the procurement of the repair and overhaul of failed equipment in respect of the antenna subsystem within the NRTSD System.

The terms governing foreign currency exchange rate fluctuation protection for performance of the above types of authorized tasks approved under Component "B" are detailed in Part 7 of this bid solicitation, Clause 6.1.3 - Foreign Currency Exchange Fluctuations - Work Component "B".

2. Basis of Selection

2.1 Basis of Selection - Lowest Evaluated Price

To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory technical evaluation criteria and all mandatory financial evaluation criteria;
- (c) obtain the required minimum points for each criterion with a pass mark; and,
- (d) obtain the required minimum points overall for the technical evaluation criteria which are subject to point rating.

Bids not meeting (a) or (b) or (c) or (d) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract. In the event that two or more responsive bids have the same lowest evaluated price, the responsive bid which obtained the highest number of points overall for the point rated technical evaluation criteria, and selected from among the responsive bids offering the same lowest evaluated price, will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications Bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify the Bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. **Certifications Precedent to Contract Award**

The certifications in Attachment 7 - Certifications Precedent to Contract Award, should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Security Requirement

1. At the date of bid closing, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement 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. This information must be submitted with the bid.
2. For additional information on security requirements, Bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site.

2. Financial Capability

SACC Manual clause A9033T (2011-05-16), Financial Capability

3. Controlled Goods Requirement

SACC Manual clause A9130T (2011-05-16), Controlled Goods Program

4. Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in **Annex "E"**.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

5. Confidentiality Agreement - Performance of the Work

As a condition precedent to the award of a Contract, the Bidder must provide to the Contracting Authority, a signed copy of **Annex "H"** - Confidentiality Agreement - Performance of the Work, included in and forming part of this bid solicitation. If the signed copy of **Annex "H"** - Confidentiality Agreement - Performance of the Work is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

PART 7 - RESULTING CONTRACT CLAUSES

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

1. Statement of Work

1.1 Component "A"

The Contractor must perform all of the Work identified in Section 1.3 of **Annex "A"** - Statement of Work, Component "A". The Work must be performed in accordance with the Contractor's technical bid entitled _____, and dated _____.

1.2 Component "B"

The Contractor must perform the Work identified in Section 1.3 of **Annex "A"** - Statement of Work, Component "B", as and when requested by Canada during the period of the Contract. Authorized work must be performed in accordance with the Contractor's technical bid entitled _____, and dated _____.

An obligation for any Work identified under Section 1.3 of **Annex "A"** - Statement of Work, Component "B" will come into force only when a Task Authorization (TA) is approved and issued in accordance with the clause entitled "Task Authorization Process".

1.3 Task Authorization

1.3.1 Task Authorization Process

1. Any task required to be performed under Section 1.3 of **Annex "A"** - Statement of Work, Component "B", must be authorized by the DND Procurement Authority, using "form DND 626, Requisition on a Contract" at **Annex "G"**.
2. The DND Procurement Authority will provide the Contractor with a description of the work for the task to be performed, including as a minimum:
 - (a) the details of the work to be performed;
 - (b) a description of the deliverables to be submitted;
 - (c) a schedule indicating completion dates for the major activities and submission dates for the deliverables.
3. The Contractor hereby acknowledges and agrees that:
 - (a) task statements of work may specify the labour category and seniority level, from among those specified in Section 3.4 of Annex "A" - Statement of Work, that are to be used by the Contractor in the development of task proposals and in the performance of the work under a resultant authorized task;
 - (b) task requests will specify the Basis of Payment (firm price, ceiling price, limitation of expenditure) that will apply under any resultant authorized task; and,
 - (c) the submission of a proposal in response to a task request may not necessarily lead to the authorization of a task.
4. Unless indicated otherwise in the task request for proposal documentation issued by the DND Procurement Authority, the Contractor must provide the DND Procurement Authority, within five (5) calendar days of receipt of the request, with the following:
 - (a) a technical proposal outlining the proposed approach and methodology to meet requirement, any proposed deviation(s) to the task statement of work, a list of task deliverable items, and the proposed task delivery schedule;

- (b) the number of hours for each proposed individual or category, as applicable;
- (c) a cost breakdown established in accordance with the Item 2 of Basis of Payment at **Annex "B"**. If the Contractor is proposing to subcontract part of the work, a cost breakdown for each proposed subcontractor is to be submitted;
- (d) a demonstration of the appropriateness of the identified contractor team;
- (e) the Contractor's lead point of contact under the task;
- (f) the applicable type of basis of payment for the task (i.e. firm price, limitation of expenditure or ceiling price). A limitation of expenditure or a ceiling price may be proposed instead of a firm price only in cases where the description of work for the task to be performed is not in sufficient detail to accurately establish a firm price;
- (g) a proposed method of payment; and,
- (h) a signed confidentiality agreement for each resource proposed for performance of the task, with terms compatible with **Annex "H"** of this Contract, and which, in the opinion of the DND Procurement Authority, are no less favourable to Canada than the terms of **Annex "H"**.

The Contractor must provide one complete copy of each task proposal to the Contracting Authority and one complete copy to the DND Procurement Authority.

5. The Technical Authority and DND Procurement Authority will review the information provided by the Contractor and, if it is approved, will authorize the Contractor to proceed with the work by issuing a signed form DND 626. Individual tasks exceeding the DND Procurement Authority's approval authority must be authorized by the Contracting Authority in accordance with Clause 1.3.2, entitled Individual Task Authorizations - Financial Limitation and Approval Authority. The Contractor must not carry out any work on any task until it has received a signed form DND 626 from the DND Procurement Authority. The DND Procurement Authority will provide one copy of each approved task authorization to the Contracting Authority.

1.3.2 Individual Task Authorizations - Financial Limitation and Approval Authority

The DND Procurement Authority may approve a Task Authorization (TA) up to a limit of \$150,000.00 (GST/HST extra), inclusive of any amendments. Any TA to be issued in excess of that amount or any TA amendment which will increase the TA value above that amount must be approved by the Contracting Authority before issuance.

1.3.3 Task Authorization Report

The Contractor must compile and maintain records on its provision of Work under approved Task Authorizations issued under the Contract. The data must be submitted on a quarterly basis to the Contracting Authority, the DND Procurement Authority, and the Technical Authority.

Quarterly periods are defined as follows:

- 1st quarter: October 1 to December 31;
- 2nd quarter: January 1 to March 31;
- 3rd quarter: April 1 to June 30; and
- 4th quarter: July 1 to September 30.

Electronic reports must be completed and forwarded to the Contracting Authority, the DND Procurement Authority, and the Technical Authority no later than 15 calendar days after the end of the quarterly period. If no Work is provided during a given period, the Contractor must provide a "NIL" report. The Contractor must complete all of the data fields identified in the report, as applicable.

TASK AUTHORIZATION REPORT						
Contract Number :						
Reporting Period: _____ to _____						
TA Number	TA Amendment Number	Date of TA / TA Amendment	Value of TA / TA Amendment (GST/ HST excluded)	GST/HST	Value of TA / TA Amendment (GST/HST included)	Cumulative Amount

2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual*

(<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>)

issued by Public Works and Government Services Canada.

2.1 General Conditions

2035 (2012-03-02), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

2.2 Supplemental General Conditions

The following supplemental general conditions apply to and form part of the Contract:

4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information

2.3 Confidentiality Agreement - Performance of the Work

1. Within ten (10) calendar days after the date of award of the Contract, and before the Contractor is given access to "INFORMATION", as defined in **Annex "H"**, the Contractor must provide to the Contracting Authority, a copy of a Confidentiality Agreement signed by the Contractor's Maintenance Support Manager, and each subcontractor or employee who will be performing work under Component "A", as defined in Section 1.3 of Annex "A" - Statement of Work.
2. As a condition precedent to the award of any authorized task under Component "B", as defined in Section 1.3 of Annex "A" - Statement of Work, the Contractor is required to provide to the DND Procurement Authority and to the Contracting Authority, a copy of a

Confidentiality Agreement signed by each subcontractor or employee who will be performing work under the authorized task.

3. The Contractor is required to provide to the DND Procurement Authority and to the Contracting Authority, a copy of a Confidentiality Agreement signed by any replacement personnel who will be performing work under either Component "A", or Component "B", as defined in Section 1.3 of Annex "A" - Statement of Work. The Confidentiality Agreement must be submitted in advance of the Replacement Personnel beginning the performance of Work under the Contract.
4. The signed Confidentiality Agreement(s) to be provided under paragraphs 1 through 3 above must include terms which are compatible with, and which are no less favourable to Canada, than those contained in **Annex "H"** attached hereto.
5. Once an employee or subcontractor has signed and submitted a Confidentiality Agreement in accordance with paragraph 2 above, the Contractor may refer to the previously signed Confidentiality Agreement for purposes of fulfilling the condition precedent to award, for any subsequent authorized task(s).

3. Security Requirement for Canadian Supplier

1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CISD, PWGSC, the Contractor personnel MAY NOT ENTER sites without an escort.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex "D";
 - (b) Industrial Security Manual (Latest Edition).

4. Term of Contract

4.1 Period of Contract

The period of the Contract begins on the date of Contract, and ends twenty four (24) months after the end of the calendar month in which the contract is awarded.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) 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 thirty (30) calendar days prior to the Contract expiry date. The option may only be exercised by

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

4.3 Contract Termination Due to RADARSAT-2 Satellite Failure

1. Notwithstanding anything else in the Contract, in the event that the RADARSAT-2 satellite experiences a critical failure, or for any reason, it does not, or ceases to function at an imaging capability or quality level, which in the sole opinion of the Technical Authority is sufficient for the purposes of DND Project Polar Epsilon, Canada may, upon giving 30 day advance written notice to the Contractor, (hereinafter referred to as Canada's "Termination Notice" to the Contractor), terminate the Contract in whole or in part, in accordance with the provisions of this Clause.
2. Upon Canada providing its Termination Notice to the Contractor pursuant to paragraph 1 above, the Contractor must cease work in accordance with, and to the extent specified in the Termination Notice. The Contractor shall have no claim for further payment other than for Work completed and accepted by Canada, and the cost of which has been calculated in accordance with the Basis of Payment at Annex B.
3. Notwithstanding anything in paragraph 2, the total of the amounts to which the Contractor is entitled under paragraph 2, together with any amounts paid or due or becoming due to the Contractor under the provisions of the Contract, shall not exceed the aggregate sum of:
 - i. For each completed month of Non-Proprietary Maintenance services provided to and accepted by Canada, the applicable firm monthly rate detailed under Annex B - Basis of Payment, Item 1, Table B.1;
 - ii. For any partial month of Non-Proprietary Maintenance services provided to and accepted by Canada, the applicable firm monthly rate, detailed under Annex B - Basis of Payment, Item 1, Table B.1 prorated on a thirty (30) calendar day basis;
 - iii. For each completed task that has been accepted by Canada, the applicable price(s) and rate(s) for the approved task authorization, calculated in accordance with Annex B - Basis of Payment, Item 2;
 - iv. For any authorized task which is partially completed at time of termination, its termination costs, if any, determined in accordance with 2035 (2012-03-02), General Conditions - Higher Complexity - Services, Section 29 - Termination for Convenience.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

John Caldwell
Public Works and Government Services Canada
Acquisitions Branch
Science Procurement Directorate
Place du Portage, Phase III, 11C1
11 Laurier Street
Gatineau, Quebec
K1A 0S5

Telephone: 819-956-1373
Facsimile: 819-997-2229
E-mail address: John.Caldwell@pwgsc-tpsgc.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.

5.2 Technical Authority

The Technical Authority for the Contract is:

Name : _____
Title : _____
Organization : _____
Address : _____

Telephone: _____
Facsimile: _____
E-mail address: _____

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

5.3 DND Procurement Authority

The DND Procurement Authority is:

Department of National Defence
National Defence Headquarters
MGen G.R. Pearkes Building
Ottawa, Ontario
K1A 0K2

Tel: _____
Fax: _____
E-Mail: _____

The DND Procurement Authority named above will be responsible for issuing, and management of authorized tasks issued under this Contract. Any changes to authorized tasks must be authorized by a formal authorized task amendment issued by that Officer. The Contractor is not to perform work in excess of or outside the scope of the authorized task based on verbal or written requests or instructions from any government personnel other than the aforementioned Officer.

All communication from the Contractor in respect of the management of any authorized tasks issued under this Contract shall be directed to the DND Procurement Authority, and copied to the Contracting Authority and the Technical Authority.

5.4 Contractor's Representative

Name : _____

Title : _____

Organization : _____

Address : _____

Telephone: _____

Facsimile: _____

E-mail address: _____

6. Payment**6.1 Basis of Payment****6.1.1 Basis of Payment - Work Component "A"**

For the satisfactory performance of all the Work under Annex "A" - Statement of Work, Section 1.3, Component "A", the Contractor will be paid in accordance with the firm all inclusive monthly rates and terms detailed in **Annex "B"** - Basis of Payment, Item 1.

6.1.2 Basis of Payment - Work Component "B"

One of the following types of basis of payment will form part of any approved Task Authorization (TA) for the performance of Work under Annex "A" - Statement of Work, Section 1.3, Component "B". The task price for each authorized task must be determined in accordance with **Annex "B"** - Basis of Payment, Item 2.

(a) Firm Price TA

In consideration of the Contractor satisfactorily completing all of its obligations under the approved TA, the Contractor will be paid the firm price stipulated in the TA. Customs duties are in accordance with SACC Manual Clause C2611C (2007-11-30) and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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 DND Procurement Authority before their incorporation into the Work.

Firm Price TA's may be subject to adjustment due to foreign currency exchange rate fluctuations in accordance with Clause 6.1.3 - Foreign Currency Exchange Rate Fluctuations - Work Component "B".

(b) Ceiling Price TA

The Contractor will be reimbursed its costs reasonably and properly incurred in the performance of the Work, determined in accordance with **Annex "B"** - Basis of Payment, Item 2, to the ceiling price specified in the approved TA. Customs duties are in accordance with SACC Manual Clause C2611C (2007-11-30) and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment. Furthermore, Ceiling Price TA's may be subject to adjustment, due to foreign currency exchange rate fluctuations in accordance with Clause 6.1.3 - Foreign Currency Exchange Rate Fluctuations - Work Component "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 DND Procurement Authority before their incorporation into the Work.

(c) TA subject to a Limitation of Expenditure

The Contractor will be reimbursed its costs reasonably and properly incurred in the performance of the Work, determined in accordance with **Annex "B"** - Basis of Payment, Item 2, to the limitation of expenditure specified in the approved TA. Customs duties are in accordance with SACC Manual Clause C2611C (2007-11-30) and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Canada's liability to the Contractor must not exceed the limitation of expenditure specified in the approved TA. No increase in the 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 DND Procurement Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's liability being exceeded before obtaining the written approval of the DND Procurement Authority. The Contractor must notify the DND Procurement Authority in writing as to the adequacy of this sum:

- (i) when it is 75 percent committed; or,
- (ii) four (4) months before the final delivery date specified in the TA; or,
- (iii) as soon as the Contractor considers that the funds provided are inadequate for the completion of the Work;

whichever comes first.

If the notification is for inadequate funds, the Contractor must provide to the DND Procurement Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.1.3 Foreign Currency Exchange Rate Fluctuations- Work Component "B"

1. There is no provision for foreign currency exchange rate fluctuation protection for performance of authorized tasks under **Annex "A"** - Statement of Work, Section 1.3, Component "B", except for authorized tasks, or the applicable sections of authorized tasks, covering the following types of Work:
 - the Scheduled and, or Corrective Maintenance of the antenna subsystem within the NRTSD System;
 - the procurement of spares and replacement parts in respect of the antenna subsystem within the NRTSD System; or,
 - the procurement of the repair and overhaul of failed equipment in respect of the antenna subsystem within the NRTSD System.
2. As part of the financial proposal to be submitted by the Contractor to the DND Procurement Authority and to the Contracting Authority, in response to task requests covering any of the above types of Work, the Contractor must submit a duly completed **Annex "C"**- PWGSC-TPSGC 9411 form - Claim for Exchange Rate Adjustment. The submitted form must detail the Foreign Currency Component (FCC), the initial currency conversion factor, and its equivalent in Canadian funds, for performance of the task or the applicable sections of the task covering the work types detailed in Paragraph 1 above.
3. The FCC is defined as the portion of the basis of payment for the task that is due to the subcontracted work directly associated with the antenna subsystem within the NRTSD System, and which is directly affected by exchange rate fluctuations.
4. Prior to completion of the authorized task, the Contractor must submit to the DND Procurement Authority and to the Contracting Authority an updated **Annex "C"**- PWGSC-TPSGC 9411 form- Claim for Exchange Rate Adjustments, based on the actual foreign currency exchange rate obtained by the Contractor in payment for the subcontracted goods, services or both originating outside of Canada and directly related to the NRTSD antenna subsystem. The Contractor must provide appropriate documentation, satisfactory to the DND Procurement Authority, showing evidence of the actual foreign currency exchange rate obtained by the Contractor for the above subcontracted procurement.
5. The price specified for the authorized task will be adjusted (upwards or downwards) based on the updated **Annex "C"**- PWGSC-TPSGC 9411 - Claim for Exchange Rate Adjustments form, submitted by the Contractor to the DND Procurement Authority.
6. Any adjustment to the price of an authorized task will be incorporated into the authorized task by an authorized task amendment issued by the DND Procurement Authority. In the event that the task Method of Payment is milestone based, the adjustment to the price will be distributed on a prorated

basis across all milestones that have not been completed and claimed by the Contractor, at the time of the subject task amendment.

7. Canada will have the right to audit any revision to the Basis of Payment for the authorized task, and any adjustment to milestone values under the task.
8. The Contractor hereby acknowledges and agrees that there will be no further provision for foreign currency exchange rate adjustment on authorized tasks, beyond that detailed in subparagraphs 1 through 7 above.

6.1.4 SACC Manual Clause

B9031C (2011-05-16) Canada's Obligation - Portion of the Work - Task Authorizations

6.2 Canada's Obligation - Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

6.2.1 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____. Customs duties are in accordance with SACC Manual Clause C2611C (2007-11-30) and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (a) when it is 75 percent committed, or
 - (b) four (4) months before the contract expiry date, or
 - (c) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,
 whichever comes first.
4. 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.

6.2.2 Limitation of Expenditure

For Basis of Payment - Work Component "A" and Basis of Payment - Work Component "B", all as detailed in Annex "B" - Basis of Payment:

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____(amount to be inserted at contract award) . Customs duties are in accordance with SACC Manual Clause C2611C (2007-11-30) and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. 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 percent committed, or
 - (b) four (4) months before the Contract expiry date, or
 - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.
3. 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.

6.3 METHOD OF PAYMENT - Work Component "A"

SACC Manual Clause H1008C (2008-05-12), Monthly Payment

6.4 METHOD OF PAYMENT - Work Component "B"

6.4.1 Payments will be made not more frequently than once a month.

6.4.2 Depending on the method of payment specified in the applicable TA, one of the following method of payment clauses will apply.

6.4.2.1 SINGLE PAYMENT

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Task Authorization and 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 delivered has been accepted by Canada.

6.4.2.2 MILESTONE PAYMENTS (For a Firm Price TA)

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Task Authorization and 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 work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

6.4.2.3 PROGRESS PAYMENTS (For a TA subject to a Limitation of Expenditure or a Ceiling Price)

- (a) Canada will make progress payments in accordance with the payment provisions of the Task Authorization and the Contract for cost incurred in the performance of the Work up to ninety (90) percent of the amount claimed and approved by Canada if:
 - (i) an accurate and complete invoice and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - (ii) the amount claimed is in accordance with the Basis of payment and the Task Authorization;
 - (iii) the total amount for all progress payments paid by Canada does not exceed ninety (90) percent of the total amount to be paid under the Task Authorization.
- (b) The balance of the amount payable will be paid in accordance with the payment provisions of the Task Authorization and the Contract upon completion and delivery of all work required under the Task Authorization if the Work has been accepted by Canada and a final claim for the payment is submitted.
- (c) Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the right to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

6.5 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department
 C2000C (2007-11-30), Taxes - Foreign-based Contractor
 C0305C (2008-05-12), Cost Submission
 C2611C (2007-11-30), Customs Duties - Contractor Importer
 H4500C (2010-01-11), Lien - Section 427 of the *Bank Act*

6.6 Discretionary Audit

1. The following are subject to government audit before or after payment is made:
 - a. The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged; and,
 - b. The accuracy of the Contractor's time recording system.
2. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

6.7 Delivery

All Deliverables must be Delivered Duty Paid (Destination) Incoterms 2000 to their respective destinations. Possible destinations include:

1. Department of National Defence
East Regional Joint Operations Centre
Halifax, Nova Scotia
2. Department of National Defence
West Regional Joint Operations Centre
Esquimalt, British Columbia
3. Department of National Defence
DND Project Polar Epsilon East Reception Site
Masstown, Nova Scotia
4. Department of National Defence
DND Project Polar Epsilon West Reception Site
Aldergrove, British Columbia
5. Department of National Defence Headquarters
101 Colonel By Drive
Ottawa, Ontario
6. Natural Resources Canada
Canada Centre for Remote Sensing (CCRS)
588 Booth Street
Ottawa, Ontario

Where installation is required, the risk of loss or damage to materials, parts, Work in progress or finished Work remains with the Contractor until they are delivered to and installed at the destination(s) specified in the Contract.

7. INVOICING INSTRUCTIONS

7.1 Invoicing Instructions - Work Component "A":

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. The invoice must show the month covered by the invoice. Invoices cannot be submitted until all Work identified on the invoice is completed.
2. Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, must be calculated on the total amount of the invoice.
3. Invoices must be distributed as follows:
 - (a) the original and one (1) copy must be forwarded to the DND Procurement Authority for certification and payment;
 - (b) one (1) copy must be forwarded to the Contracting Authority.

7.2 Invoicing Instructions - Work Component "B":

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. The invoice must show the Task Authorization (TA) number and, as applicable, the description of the milestone invoiced. Invoices cannot be submitted until all work identified on the invoice is completed.
2. For TAs subject to a Limitation of Expenditure or a Ceiling Price, each invoice must be supported by:
 - (a) a list of all expenses, in accordance with the TA;
 - (b) a copy of time sheets to support the time claimed;
 - (c) a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses; and,
 - (d) a copy of the monthly progress report (if required under the authorized task).
3. Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, must be calculated on the total amount of the invoice before holdback is applied. At the time the holdback is invoiced, there will be no GST/HST payable as it was claimed and payable under the previous invoices for progress payments.
4. Invoices must be distributed as follows:
 - (a) the original and one (1) copy must be forwarded to the DND Procurement Authority for certification and payment.
 - (b) one (1) copy must be forwarded to the Contracting Authority.

8. Certifications

- 8.1** 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 entire contract period. If the Contractor does not comply with any certification or it is determined that any certification made by the 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.

8.2 SACC Manual Clauses

A3060C (2008-05-12) Canadian Content Certification

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (to be inserted at contract award).

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2035 (2012-03-02), General Conditions - Higher Complexity - Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, PWGSC-TPSGC 9411 form - Claim for Exchange Rate Adjustment
- (g) Annex D, Security Requirements Check List;
- (h) Annex E, Insurance Requirements;
- (i) Annex F, Application for Permission to Subcontract a Portion of a Contract PWGSC -TPSGC 1137 (03/2000);
- (j) the signed Task Authorization (the completed Annex G and all of its annexes, if any);
- (k) Annex H, Confidentiality Agreement - Performance of the Work;
- (l) the Contractor's bid dated _____.

11. Defence Contract

SACC Manual clause A9006C (2008-05-12), Defence Contract

12. Foreign Nationals (Canadian Contractor)

SACC Manual clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

OR

12. Foreign Nationals (Foreign Contractor)

SACC Manual clause A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)

13. Insurance Requirements

The Contractor must comply with the insurance requirements specified in **Annex "E"**. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if

requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

14. **Limitation of Liability - Information Management/Information Technology**

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this section, even if it has been made aware of the potential for those damages.
2. First Party Liability:
 - a. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - i. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - ii. physical injury, including death.
 - b. The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
 - c. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
 - d. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (a) above.
 - e. The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
 - i. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - ii. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (ii) of the greater of 0.75 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the block titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$2,000,000.00.

In any case, the total liability of the Contractor under paragraph (e) will not exceed the total estimated cost (as defined above) for the Contract or \$2,000,000.00, whichever is more.

- f. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

3. Third Party Claims:

- a. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- b. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (a), with respect to special, indirect, and consequential damages of third parties covered by this section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- c. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph 3.

15. **LABOUR SERVICES SUBCONTRACTING - Component "B"**

- 15.1 Any labour services subcontracts required for the performance of authorized Work under Component "B", other than those required for fulfillment of labour categories specified under **Annex "A"** - Statement of Work, Sections 3.4.1.1, 3.4.1.2, 3.4.2.1, and 3.4.2.2, must be approved in advance by the Contracting Authority. For such labour services subcontracts, the Contractor must apply in advance to subcontract using form PWGSC-TPSGC 1137, Application for Permission to Subcontract, attached hereto as **Annex "F"**. The application must demonstrate the reasons for the proposed subcontract including why the subcontracted support cannot be met through the labour categories identified under **Annex "A"** - Statement of Work, Sections 3.4.1.1, 3.4.1.2, 3.4.2.1, and 3.4.2.2. The application must include a company profile of the proposed subcontractor and an up to date résumé for each proposed personnel.
- 15.2 The application for labour services subcontracting must be approved by the Contracting Authority prior to the authorization of any tasks that incorporate the support services of the subcontractor. Approval for the proposed subcontract will be evidenced by a contract amendment issued by the Contracting Authority incorporating the proposed subcontract into the Contract Basis of Payment.

- 15.3 The provisions of 15.1 and 15.2 above do not apply for subcontracted personnel provided under the labour categories identified under **Annex "A"** - Statement of Work, Sections 3.4.1.1, 3.4.1.2, 3.4.2.1, and 3.4.2.2.
- 15.4 All subcontracts will be subject to the provisions of the SRCL forming part of this Contract. The Contractor is responsible to identify the security and non disclosure requirements of the Contract to their subcontractors and to ensure that the subcontractors comply with these requirements. Subcontracts that require access to PROTECTED/CLASSIFIED information or sensitive work sites, must not be awarded without the prior, written approval of the CISC, Public Works and Government Services Canada.
- 15.5 The placement of a subcontract does not relieve the Contractor of any contractual obligations or impose any liability upon the Crown in relation to the subcontractor.

16. REPLACEMENT OF PERSONNEL

1. For task authorizations issued under Component "B", subject to a Limitation of Expenditure, where the Contractor requests or proposes to change identified personnel for reasons that are not beyond the control of the Contractor, it hereby agrees that it will provide at no cost to Canada, its proposed replacement personnel for a period of up to five (5) working days, for purposes of self training and becoming sufficiently familiar with the authorized Work. The period of familiarization shall be specified by the Technical Authority, and shall only be exercised in the event that the Contractor's proposed replacement personnel is (are) not considered by the Technical Authority to be sufficiently familiar with the authorized Work.
2. The determination of the need for familiarization and self training of the Contractor's replacement personnel, shall be at the sole judgment and discretion of the Technical Authority.
3. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, retirement, resignation, dismissal for cause or termination of an agreement for default.

17. Controlled Goods Program

17.1 SACC Manual clause A9131C (2011-05-16), Controlled Goods Program

17.2 SACC Manual clause B4060C (2011-05-16), Controlled Goods

18. Site Regulations

The Contractor must comply with all standing orders or other regulations, instructions and directives in force on the sites where the Work is performed.

ATTACHMENT 1

TECHNICAL BID PREPARATION INSTRUCTIONS

- 1.1 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 and describe their approach in a thorough, concise and Clear manner for carrying out the work.
- 1.2 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.
- 1.3 The technical bid should Clearly address and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating statements contained in the bid solicitation is not sufficient. The Bidder should explain and demonstrate how it proposes to meet the requirements and how it understands and will carry out the Work. Any bid which fails to meet one or more of the mandatory requirements will be deemed non-responsive. Point rated evaluation criteria not addressed will be given a score of zero.
- 1.4 The Technical Bid must include the Bidder's Work Plan for performance of the Work under Annex "A" - Statement of Work, Section 4.1, 4.2, and 4.3. The information that the Bidder's Work Plan should contain is detailed under Section 2.1 of Attachment 4 of this bid solicitation.
- 1.5 The Technical Bid must include the Bidder's Configuration Management Plan for the Non-Proprietary configuration items of the NRTSD System. The information that the Bidder's Configuration Management Plan should contain is detailed under Section 2.2 of Attachment 4 of this bid solicitation.
- 1.6 The Technical Bid should identify the Bidder's available and Fully Qualified resources which it is proposing for the performance of task authorized work under the labour categories identified in Sections 3.4.1.1, 3.4.1.2, 3.4.2.1, and 3.4.2.2 of **Annex "A"** - Statement of Work. Information on available and Fully Qualified resources should be presented in accordance with Attachment 5.

ATTACHMENT 2 - FINANCIAL BID PREPARATION INSTRUCTIONS

Pricing Basis:

- 2.1 The Bidder must submit its Financial Bid in accordance with the following Pricing Basis:
- (a). For the performance of all of the Work identified in Section 1.3 of **Annex "A"** - Statement of Work, Component "A", the Bidder must propose a firm all-inclusive monthly rate for each year of the Contract Period, and for each one year option period.

The firm all-inclusive monthly rates must include all of the Contractor's labour and non labour costs for the provision of the above services, including any overhead, material handling, G&A or profit thereon. For avoidance of doubt, the firm all-inclusive monthly rate must also include any and all travel and living costs to be incurred by the Contractor, its subcontractors, suppliers or employees in the provision of the above services at any of the locations specified in Section 1.4 of **Annex "A"** - Statement of Work, irrespective of the location from which the travel originates.

- (b). For the performance of task authorized Work identified in Section 1.3 of **Annex "A"** - Statement of Work, Component "B", the Bidder must submit its Financial Bid in accordance with all of the following:
- i. all-inclusive hourly labour rates for each year of the Contract Period, and for each one year option period, for each of the following labour categories, as defined in Section 3.4 of **Annex "A"** - Statement of Work:
- Senior System Engineer;
 - Intermediate System Engineer;
 - Senior Telecommunication Technician; and,
 - Intermediate Telecommunication Technician.

The Financial bid must include all of the above labour categories.

Furthermore, the proposed all inclusive labour rates must include any and all overtime payments which the Contractor makes, or is obligated to make, to its personnel or subcontractors. Under the Contract, any overtime will be billable at "straight time" - the rates proposed by the Bidder under Table 3.2 of Attachment 3.

- ii. a single firm all inclusive Contractor markup rate on subcontracts or purchase orders for the Contractor's authorized acquisition of spares and replacement parts. The single firm all inclusive markup rate on spares and replacement parts must:
- cover any and all Contractor overhead, material handling, G&A or profit on the Contractor's authorized acquisition of spares and replacement parts;
 - apply for the complete Contract Period and all Option Periods; and,
 - cover all of the Contractor's procurement costs, (the costs for undertaking the procurement process), as well as all of its subcontract or purchase order administration costs for its authorized acquisition of the authorized spares and replacement parts, and including their delivery to the destination specified by Canada, including installation if applicable.

ATTACHMENT 2 - FINANCIAL BID PREPARATION INSTRUCTIONS

The single firm all inclusive Contractor markup rate on subcontracts or purchase orders will apply on the invoice price to the Contractor from its subcontractor or supplier. The invoiced price must have all subcontractor or supplier discounts applied.

- iii. a single firm all inclusive Contractor markup rate on subcontracted labour services for labour categories outside of those defined under Section 3.4 of **Annex "A"** - Statement of Work. Subcontracted labour services for labour categories outside of those defined under Section 3.4 of **Annex "A"** will be authorized in accordance with Clause 15 - Labour Services Subcontracting of Part 7 - Resulting Contract Clauses. The single firm all inclusive markup rate must:
 - cover any and all Contractor overhead, G&A or profit on the Contractor's subcontracted labour services, authorized in accordance with Clause 15 - Labour Services Subcontracting of Part 7 - Resulting Contract Clauses;
 - apply for the complete Contract Period and all Option Periods; and,
 - cover all of the Contractor's procurement costs, (the costs for undertaking the procurement process), as well as all of its subcontract or purchase order administration costs for its authorized acquisition of subcontracted labour services.
- iv. authorized travel and living expenses, reasonably and properly incurred in the performance of the authorized Work, at actual cost without markup but not to exceed the limits of the Treasury Board Travel Directive. With respect to the TB Travel Directive, only the meal, private vehicle and incidental allowances specified in Appendices B, C and D of the TB Travel Directive <http://www.tbs-sct.gc.ca/hr-rh/gtla-vgcl/> and the other provisions of the directive referring to "travellers" rather than those referring to "employees", are applicable.

All travel must have the prior authorization of the DND Procurement Authority. All payments are subject to government audit.

No travel and living expenses will be paid for the Contractor's travel to and, or from any of the locations specified in Section 1.4 of Annex "A" - Statement of Work where the shortest total distance (to and from) the location specified in Annex "A" - Statement of Work, Section 1.4 on a single trip is 100 kilometres or less. All of these costs must be included in the firm all inclusive labour rates requested under subparagraph b.i above. For complete details, refer to the **Annex "B"** - Basis of Payment, Item 2.
- v. materials and supplies incurred in the performance of authorized work will be chargeable at the Contractor's actual laid down cost, with all discounts applied, and exclusive of any overhead, material handling, G&A mark-up or profit.

ATTACHMENT 2 - FINANCIAL BID PREPARATION INSTRUCTIONS

The above information should be provided in accordance with Attachment 3 - Financial Bid Presentation Sheet.

- 2.2 Prices must be in Canadian funds, and in accordance with all of the following:
- all applicable Canadian excise taxes included;
 - Canadian Customs Duty in accordance with SACC Manual Clause C2611C (2007-11-30);
 - Goods and Services Tax or Harmonized Sales Tax extra, if applicable.
 - Delivered Duty Paid (Destination) Incoterms 2000 in accordance with the destinations specified in Part 7, Clause 6.7 - Delivery.
- 2.3 Method of Payment
- (a) For the performance of all of the Work identified in Section 1.3 of Annex "A" - Statement of Work, Component "A", the method of payment terms must be in accordance with Clause 6.3 - Method of Payment - Work Component "A", of the resulting contract.
 - (b). The method of payment terms applicable to the performance of Task Authorized Work under Section 1.3 of Annex "A" - Statement of Work, Component "B", must be in accordance with Clause 6.4 - Method of Payment - Work Component "B", of the resulting contract.
 - (c). No advance payments will be considered.
- 2.4 Price Breakdown
- Bidders are requested to detail the following elements for the firm all-inclusive monthly rates proposed under 2.1 (a) above, as applicable:
- (a) Labour: For each individual and (or) labour category to be assigned to the Work, indicate: i) the hourly rate, inclusive of overhead and profit; and ii) the estimated number of hours.
 - (b) Equipment: Specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable. These items will be deliverable to Canada upon completion of the Contract.
 - (c) Materials and Supplies: Identify each category of materials and supplies required to complete the Work and provide the pricing basis.
 - (d) Travel and Living Expenses: Indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, together with the basis of these costs.
 - (e) Subcontracts: Identify any proposed subcontractor and provide for each one the same price breakdown information as contained in this article.
 - (f) Other Direct Charges: Identify any other direct charges anticipated, such as long distance communications and rentals, and provide the pricing basis.
 - (g) GST/HST: Identify any applicable GST or HST separately.

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File No. - N° du dossier

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ATTACHMENT 2 - FINANCIAL BID PREPARATION INSTRUCTIONS

Should any of the above required price breakdown information not be complete, or not be submitted with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. In the event that only one responsive bid is received in response to this bid solicitation, failure to comply with the request of the Contracting Authority and meet the price breakdown requirement within the time period specified will render the bid non responsive.

ATTACHMENT 3 - FINANCIAL BID PRESENTATION SHEET

1.

For the performance of all the Work as defined under Component "A":

The Bidder must propose a firm all-inclusive monthly rate, GST/HST extra, for each year of the Contract Period, and for each one year option period, in accordance with the Table 3.1 below:

Table 3.1

Column 1	Column 2				
	Firm All Inclusive Monthly Rate				
	Contract Period (As defined Below)		Option Periods (As defined Below)		
For the performance of all the Work as defined under Component "A"	A	B	C	D	E
	\$	\$	\$	\$	\$

Terms applicable to Table 3.1

- The validity periods applicable to the proposed firm all inclusive monthly rates are defined as follows:
Period A: Period A begins on the date of contract award, and ends twelve (12) months after the end of the calendar month in which the contract is awarded.
Period B: Period begins of the first day of the calendar month following the end of Period A, and ends twelve months thereafter.
Period C: Period begins of the first day of the calendar month following the end of Period B, and ends twelve months thereafter.
Period D: Period begins of the first day of the calendar month following the end of Period C, and ends twelve months thereafter.
Period E: Period begins of the first day of the calendar month following the end of Period D, and ends twelve months thereafter.
- Where the start of Work under the Contract is other than the first working day of the calendar month, the rate applicable to the first partial month must be based on the firm all inclusive monthly rate applicable to Period A and prorated based on the following:
$$\text{Firm all Inclusive Rate for First Partial Month} = \frac{(30 - \text{Day of the month on which performance of Work begins})}{30} \times \text{Firm all Inclusive Monthly Rate for Period A}$$

Where the result is 0 or negative, performance of the Work is considered to begin on the first working day of the next calendar month.

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ATTACHMENT 3 - FINANCIAL BID PRESENTATION SHEET

Terms applicable to Table 3.1 (contd)

3. The firm all inclusive monthly rates are as follows:

- in Canadian funds;
- include all applicable Canadian excise taxes;
- have Canadian Customs Duty in accordance with SACC Manual Clause C2611C (2007-11-30);
- Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
- Delivered Duty Paid (Destination) Incoterms 2000 in accordance with the destinations specified in Part 7, Clause 6.7- Delivery.
- Include any and all travel and living costs to be incurred by the Contractor, its subcontractors, suppliers or employees in the provision of the above services at any of the locations specified in Section 1.4 of **Annex "A"** - Statement of Work, irrespective of the location from which the travel originates.

ATTACHMENT 3 - FINANCIAL BID PRESENTATION SHEET

Item 2. For the performance of task authorized Work as defined under Component "B":

The Bidder must propose a Basis of Payment in accordance with all of the following:

- 2.1 LABOUR:** The Bidder must propose a firm all-inclusive hourly rate for each Labour Category, and for each year within the Contract Period, and each Contract option period, GST/HST extra, in accordance with the Table 3.2 below:

Table 3.2

Column 1	Column 2 Firm All Inclusive Hourly Labour Rates					Column 3 Estimated Annual Utilization (Hours/Year)	Column 4 Total Calculated Price (\$CAD)
	Contract Period (As defined Below)		Option Periods (As defined Below)				
Labour Category (As defined Below)	A	B	C	D	E		
Senior System Engineer	\$	\$	\$	\$	\$	275	
Intermediate System Engineer	\$	\$	\$	\$	\$	315	
Senior Telecommunications Technician	\$	\$	\$	\$	\$	310	
Intermediate Telecommunications Technician	\$	\$	\$	\$	\$	350	

Terms applicable to Table 3.2:

- Qualification requirements for each labour category are defined at:
 - Senior System Engineer - Annex "A", - Statement of Work, Section 3.4.1.1
 - Intermediate System Engineer - Annex "A", - Statement of Work, Section 3.4.1.2
 - Senior Telecommunications Technician - Annex "A", - Statement of Work, Section 3.4.2.1
 - Intermediate Telecommunications Technician - Annex "A", - Statement of Work, Section 3.4.2.2

ATTACHMENT 3

FINANCIAL BID PRESENTATION SHEET

Terms applicable to Table 3.2: (cont'd)

2.

The validity periods applicable to the proposed firm all inclusive hourly labour rates are defined as follows:

Period A:

Period A begins on the date of contract award, and ends twelve (12) months after the end of the calendar month in which the contract is awarded.

Period B:

Period begins of the first day of the calendar month following the end of Period A, and ends twelve months thereafter.

Period C:

Period begins of the first day of the calendar month following the end of Period B, and ends twelve months thereafter.

Period D:

Period begins of the first day of the calendar month following the end of Period C, and ends twelve months thereafter.

Period E:

Period begins of the first day of the calendar month following the end of Period D, and ends twelve months thereafter.
3.

The firm all inclusive hourly labour rates are as follows:

-

in Canadian funds;

-

Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

-

inclusive of any and all overtime payments which the Contractor makes, or is obligated to make, to its personnel or subcontractors.

-

inclusive of any and all costs associated with travel and living expenses for travel to and, or from any of the locations specified in Annex "A" - Statement of Work, Section 1.4 where the shortest total distance (to and from) the location specified in Annex "A" - Statement of Work, Section 1.4 on a single trip is 100 kilometres or less.

ATTACHMENT 3
FINANCIAL BID PRESENTATION SHEET

2.2 Other:

Table 3.3

Item	Component "B"		
	Column A Basis of Payment Requirement	Column B Proposal	Column C Estimated Utilization
1	Spares and Replacement Parts: A single firm all inclusive Contractor markup rate on subcontracts or purchase orders for the Contractor's authorized acquisition of spares and replacement parts in accordance with Attachment 2, 2.1(b), Item ii.	Proposed Firm Percentage Markup Rate on Spares and Replacement Parts: Firm Percentage All Inclusive Markup Rate of _____%, applicable to the complete Contract Period, and all Option Periods. The firm percentage mark-up rate must apply on the invoice price to the Contractor from its subcontractor or supplier. The invoiced price must have all subcontractor or supplier discounts applied.	\$60,000.00 per Year
2	Subcontracted Labour Services A single firm all inclusive Contractor markup rate on subcontracted labour services for labour categories outside of those defined under Section 3.4 of Annex "A" - Statement of Work, and in accordance with Attachment 2, 2.1(b), Item iii.	Proposed Firm Percentage Markup Rate on Subcontracted Labour Services: Firm Percentage All Inclusive Markup Rate _____%, applicable to the complete Contract Period, and all Option Periods. The firm percentage mark-up must apply on the invoice price to the Contractor from its subcontractor or supplier. The invoiced price must have all subcontractor or supplier discounts applied.	\$100,000.00 per Year

ATTACHMENT 3 FINANCIAL BID PRESENTATION SHEET

2.2 Other:

Table 3.3 (contd)

Item	Component "B"		
	Column A Basis of Payment Requirement	Column B Proposal	Column C Estimated Utilization
3	Travel and Living Authorized travel and living expenses, reasonably and properly incurred in the performance of the authorized Work, will be chargeable at actual cost without markup but not to exceed the limits of the Treasury Board Travel Directive, and in accordance with Attachment 2, 2.1(b), Item iv.	Contractor markup not applicable on Authorized travel and living expenses: Terms in accordance with Attachment 2, 2.1(b), Item iv.	In accordance with Part 1 of this bid solicitation, Section 4, Sub Para 4
4	Materials and Supplies: Materials and supplies incurred in the performance of authorized work will be chargeable at the Contractor's actual laid down cost, with all discounts applied, and without markup in accordance with Attachment 2, 2.1(b), Item v.	Contractor markup not applicable on Materials and Supplies: Terms in accordance with Attachment 2, 2.1(b), Item v.	\$1,000.00 per Year

Terms applicable to Table 3.3:

1. For Items 1 and 2, the firm all inclusive markup rates include:

- all applicable Canadian excise taxes, if applicable;
- Canadian Customs Duty, if applicable, in accordance with SACC Manual Clause C2611C (2007-11-30);
- Goods and Services Tax or Harmonized Sales Tax is extra, if applicable;
- Delivery Duty Paid (Destination) Incoterms 2000 in accordance with the destinations specified in Part 7, Clause 6.7 - Delivery, if applicable;
- any and all Contractor overhead, G&A or profit on the Contractor's subcontracted Work;
- any and all of the Contractor's procurement costs, (the costs for undertaking the procurement process), as well as all of its subcontract or purchase order administration costs, for subcontracted work.

ATTACHMENT 4

MANDATORY AND POINT RATED TECHNICAL CRITERIA

1.

Mandatory Technical Criteria

At bid closing time, the Bidder must comply with the following mandatory technical criteria and provide the necessary documentation to support compliance. Any bid which fails to meet the following mandatory technical criteria will be declared non-responsive. Each criterion should be addressed separately.

- M.1.** The Bidder must have within the last five (5) years, (measured back from date of bid closing), a minimum of twelve (12) months experience, providing Scheduled and Corrective Maintenance on at least one satellite ground system that receives and processes satellite data.
- M.2** The Technical Bid must include the Bidder's Work Plan for performance of the Work under Annex A - Statement of Work, Sections 4.1, 4.2, and 4.3.
- M.3** The Technical Bid must include the Bidder's Configuration Management Plan (Initial Version).
- M.4** The Bidder must identify at least one (1) Fully Qualified resource for each labour category, as defined in Annex A - Statement of Work, Sections 3.4.1.1, 3.4.1.2, 3.4.2.1, and 3.4.2.2. "Fully Qualified" means that the proposal has demonstrated that the proposed resource meets all qualifications for the labour category for which they have been proposed. An individual resource must not be proposed for more than one labour category.
- M.5** The Bidder must identify at least one (1) Fully Qualified resource for the provision of First Line Corrective Maintenance Services in accordance with Annex A - Statement of Work, Sections 4.2.3 to 4.2.5, who meets all the qualifications under at least one of the labour categories defined in Annex A - Statement of Work, Sections 3.4.1.1, 3.4.1.2, 3.4.2.1, and 3.4.2.2. The proposed resource must be based out of a work location that is situated within 100 kilometres of the CAAL and CP installation locations.
- M.6** The Bidder must have requested from the Contracting Authority all of the documentation listed under Part 2 of this bid solicitation, Section 7.

ATTACHMENT 4
MANDATORY AND POINT RATED TECHNICAL CRITERIA

2. Point Rated Technical Criteria

The Technical Bid will be evaluated and scored in accordance with the following evaluation criteria:

Maximum Possible Total Score: 285 Points **Minimum Required Total Score: 173 Points**

A summary of the rated evaluation criteria tables is shown in **Table 4.1** below:

Table 4.1

Column A Evaluation Table	Column B Maximum Possible Table Score	Column C Minimum Required Table Score	Column D Actual Evaluated Table Score
Table 4.2 - Work Plan for Performance of the Work under Sections 4.1, 4.2, and 4.3 of Annex "A" - Statement of Work	195	137	
Table 4.3 - Configuration Management Plan	50	36	
Table 4.4 - Bidder's Profile of Available Qualified Resources	40	Not Applicable	
Maximum Possible Total Score Minimum Required Total Score Actual Evaluated Total Score			285 173 _____

Evaluation Terms Applicable to Table 4.1:

Each evaluation table detailed under Column A forms part of the technical evaluation of the bid. **Minimum required table scores, as shown in Column C must be achieved by the Bidder.** The actual evaluated table scores from each of Tables 4.2 to 4.4 will be summed to arrive at the Bidder's Actual Evaluated Total Score. **The Bidder must attain the Minimum Required Total Score.**

ATTACHMENT 4

MANDATORY AND POINT RATED TECHNICAL CRITERIA

2.1 Work Plan for Performance of the Work under Sections 4.1, 4.2, and 4.3 of Annex "A" - Statement of Work

Annex "A" - Statement of Work details the following Work requirements:

- (a) Contract Management - Section 4.1 of Annex "A"
- (b) Scheduled Maintenance - Sections 4.2.1 and 4.2.2 of Annex "A"
- (c) First Line Corrective Maintenance - Sections 4.2.3 to 4.2.5 of Annex "A"
- (d) Service Requirement Request (SRR) Database Development and Maintenance - Section 4.2.6 and 4.2.7 of Annex "A"
- (e) Technical Engineering Support via Telephone and Email - Section 4.3 of Annex "A"

Work Plan Content:

The Bidder's Work Plan for the performance of the Work under items 2.1.(a) through (e) above should address each of the Evaluation Items detailed below:

A. Approach and Methodology, Compliance with SOW, and Assumptions:

Evaluation Item A.1 - Approach and Methodology:

(Maximum Score of 50 Points, in accordance with Attachment 4, Table 4.2)

- The Bidder's Work Plan should detail an approach that will effectively plan, undertake, monitor and control contract scope, cost, and risk for the performance of Work for items 2.1.(a) through (e) above;
- The proposed methods and approach for the performance of Work for items 2.1.(a) through (e) above should demonstrate its coordination with task authorized Work under Section 4.5 of **Annex "A"** - Statement of Work;
- For each of the tasks identified, their frequency, limiting activities and time frames should be identified. In particular, the Bidder should demonstrate how it will meet the requirements for provision of First Line Corrective Maintenance personnel to be on site at the CAAL and CP locations within the required on site response time of within three (3) hours of the Contractor's receipt of a maintenance request; and,
- In respect of the SRR database, the Bidder's Work Plan should detail the use of Commercial Off The Shelf (COTS) products that will be used, and the extent of development required for providing the SRR database, its user documentation, and reporting capability.

Evaluation Item A.2 - Compliance with SOW

(Maximum Score of 25 Points, in accordance with Attachment 4, Table 4.2)

The Work Plan should demonstrate the specific tasks that will be undertaken for the performance of Work for items 2.1.(a) through (e) above, the reasons for carrying out the Work as proposed, and the benefits to be derived by doing so. The tasks identified should provide greater detail than that which is provided in Annex "A" - Statement of Work for items 2.1.(a) through (e) above. It should detail the services to be provided under each of items 2.1.(a) through (e) above, and demonstrate that the services to be provided and deliverables to be submitted fully comply with the requirements of the Statement of Work.

ATTACHMENT 4

MANDATORY AND POINT RATED TECHNICAL CRITERIA

Work Plan Content: (contd)

Evaluation Item A.3 - Assumptions

(Maximum Score of 50 Points, in accordance with Attachment 4, Table 4.2)

The Work Plan should Clearly state any assumptions that the Bidder is making in the performance of the Work. Assumptions may include any requirements for government furnished information, facilities, or material together with its associated schedule, but should not, in any event reduce or detract from the scope of Work as outlined in Annex "A" - Statement of Work.

B. Evaluation Item B.1 - Team Organization:

(Maximum Score of 20 Points, in accordance with Attachment 4, Table 4.2)

The Bidder should describe how it proposes to organize its team, including subcontractors and any joint venture partners, for the performance of the Work under items 2.1.(a) through (e) above. The Work Plan should include a responsibility assignment matrix which demonstrates the responsibility areas for the Bidder, each subcontractor or joint venture partner in the performance of this Work. The Bidder should provide a list of the individual subcontracts proposed, describe the portion of the Work to be performed by each subcontractor and explain the basis of selection for each one. The Work Plan should show the competence and ability of the proposed team to complete the Work, and should detail the extent to which the Bidder and each subcontractor or joint venture partner has Successfully worked together on similar requirements in the past.

The Work Plan should Clearly demonstrate the Bidder's proposed approach for coordination and communications with operations and proprietary maintenance contract organizations.

C. Evaluation Item C.1 - Allocation of Resources:

(Maximum Score of 50 Points, in accordance with Attachment 4, Table 4.2)

- The Work Plan should detail the labour categories to be used, and their respective levels of effort for the performance of Work for items 2.1.(a) through (e) above. The Work Plan should show the assignment of team members including subcontractors, complete with their individual level of effort for each task identified by the Bidder for the performance of Work under each of items 2.1.(a) through (e) above;
- The Work Plan should show how labour and non labour used in the performance of Work under Component "A" will be co-ordinated with those used in the performing of Work authorized under Component "B";
- The Work Plan should demonstrate any resources that have been allocated for purposes of contingency, to address contingent events in the management of and, or performance of the Work under items 2.1.(a) through (e) above; and,
- The Work Plan should detail any non labour resources (purchased equipment, travel and living, materials and supplies etc.) that will be employed in the course of performing the Work under items 2.1.(a) through (e) above; and,
- For the provision of technical and engineering support via telephone and Email, the Bidder should detail its approach for ensuring the sufficiency and availability of trained and qualified personnel to provide this support, in respect of the equipment, hardware, and software detailed in Appendix 2 to **Annex "A"**.

ATTACHMENT 4 MANDATORY AND POINT RATED TECHNICAL CRITERIA

Work Plan Evaluation:

The Work Plan will be evaluated in accordance with Table 4.2 below. Scores for each evaluation item within the table will be determined. The score awarded under each evaluation item will be that which has been determined to be the most representative of the Bidder's Work Plan for that evaluation item. No partial scores will be assigned.

The evaluated scores from each evaluation item within Table 4.2 will be summed to arrive at a total score for the Table 4.2 - Work Plan for Performance of the Work under Sections 4.1, 4.2, and 4.3 of Annex "A" - Statement of Work. The total score for Table 4.2 will be inserted into Column D of Table 4.1, and must equal or exceed the applicable minimum score specified in Column C of Table 4.1. The value entered into Column D of Table 4.1 will be used as part of the bid evaluation and method of selection process detailed in Part 4, Section 2.1 of this bid solicitation.

For the purposes of evaluating the Bidder's technical proposal under Table 4.2, the following definitions apply:

1. "Clear" or "Clearly" means the information is easily discovered, seen or understood by a reasonably observant person. It is free from doubt or qualification.
2. "Effective Performance of the Work" means Work performed in a manner which is consistent with the approach and procedures set out in the Applicable Documentation, and, or Work performed in a manner for which a positive result is likely.
3. "Majority" and "Most" mean greater than fifty (50) percent of the total.
4. "Reasonable" or "Reasonably" means a moderate and justifiable response. The response is fit and appropriate to the subject matter.
5. "Successful" or "Successfully" means that the experience or project being referenced was completed to the satisfaction of the client.
6. "Thorough" or "Thoroughly" means a response which is considered to be without omission, and extremely attentive to accuracy and detail. A full command or mastery of the subject matter has been demonstrated.

The maximum possible score for Table 4.2 is 195 points. The minimum required score for Table 4.2 is 137 points.

ATTACHMENT 4 - MANDATORY AND POINT RATED TECHNICAL CRITERIA

Table 4.2 - Work Plan for Performance of the Work under Sections 4.1, 4.2, and 4.3 of Annex "A" - Statement of Work

Evaluation Areas		
Column A Approach and Methodology Compliance with SOW, Assumptions	Column B Team Organization	Column C Allocation of Resources
<p>Evaluation Item A.1 - Approach and Methodology:</p> <p>A Thorough understanding of the Work in Sections 4.1, 4.2, and 4.3 of Annex "A" - Statement of Work has been demonstrated by Thoroughly addressing each of the Work Plan content requirements detailed in Attachment 4, Section 2.1 for this evaluation item (A.1). 50 Points.</p> <p>A Reasonable understanding of the Work in Sections 4.1, 4.2, and 4.3 of Annex "A" has been demonstrated by Reasonably addressing each of the Work Plan content requirements detailed in Attachment 4, Section 2.1 for this evaluation item (A.1). 43 Points.</p> <p>A Reasonable understanding of the Work in Sections 4.1, 4.2, and 4.3 of Annex "A" has been demonstrated by Reasonably addressing a Majority of the Work Plan content requirements detailed in Attachment 4, Section 2.1. Any weakness in addressing the Work Plan content requirements detailed in Attachment 4, Section 2.1 for this evaluation item (A.1) is of a minor nature. 35 Points.</p>	<p>Evaluation Item B.1 - Team Organization:</p> <p>The proposal includes a Responsibility Assignment Matrix (RAM) which Clearly and Thoroughly demonstrates areas of responsibility among corporate members of the Bidder's team. The bid demonstrates and provides documentary evidence that all or the Majority of the corporate members of the Bidder's team have Successfully worked together on similar requirements in the past. The RAM demonstrates a Thorough understanding of the need for the Contractor to coordinate performance of the Work with operations and proprietary maintenance organizations. The bid Thoroughly addresses communications between the Contractor and the operations and proprietary maintenance organizations. 20 Points</p> <p>The proposal includes a Responsibility Assignment Matrix (RAM) which Clearly and Thoroughly demonstrates areas of responsibility among corporate members of the Bidder's team. The RAM demonstrates a Thorough understanding of the need for the Contractor to coordinate performance of the Work with operations and proprietary maintenance organizations. The bid Thoroughly addresses communications between the Contractor and the operations and proprietary maintenance organizations. 17 Points</p>	<p>Evaluation Item C.1 - Allocation of Resources:</p> <p>For each task:</p> <ul style="list-style-type: none"> - Labour resources (with necessary qualifications, including knowledge, skill, know-how and experience); and, - Non labour resources (purchased equipment, travel and living, materials and supplies etc.); <p>are applied in a coordinated manner, and in a manner which demonstrates Effective Performance of the Work. Furthermore, the identified labour levels of effort and identified non labour resources for each task are commensurate with the task scope of Work. The Work Plan Thoroughly addresses each of the Work Plan content requirements detailed in Attachment 4, Section 2.1 for this evaluation item (C.1). Overall, the level of granularity is Thorough. 50 Points</p>

Table continued on following page

ATTACHMENT 4 - MANDATORY AND POINT RATED TECHNICAL CRITERIA

Table 4.2 (contd) - Work Plan for Performance of the Work under Sections 4.1, 4.2, and 4.3 of Annex "A" - Statement of Work

Evaluation Areas		
Column A Approach and Methodology Compliance with SOW, Assumptions Evaluation Item A.1 - Approach and Methodology: (contd)	Column B Team Organization Evaluation Item B.1 - Team Organization: (contd)	Column C Allocation of Resources Evaluation Item C.1 - Allocation of Resources: (contd)
<p>The Work Plan does not demonstrate that the Bidder has a Reasonable understanding of the Work for a Majority of the activities in Sections 4.1, 4.2, and 4.3 of Annex "A"; or,</p> <p>The Work Plan does not Reasonably address a Majority of the Work Plan content requirements detailed in Attachment 4, Section 2.1 for this evaluation item (A.1). 18 Points.</p> <p>For the Majority of the activities in Sections 4.1, 4.2, and 4.3 of Annex "A" - Statement of Work the Work Plan presents an unacceptable risk to NRTSD System availability, operations and, or maintenance costs, or schedule. 0 Points.</p> <p>Evaluation Item A.2 - Compliance with Statement of Work Requirements: A Thorough response has been provided for demonstrating compliance to each of the requirements in Sections 4.1, 4.2, and 4.3 of Annex "A" - Statement of Work. The Work Plan exceeds some of the requirements specified. 25 Points</p> <p>A Thorough response has been provided for demonstrating compliance to each of the requirements in Sections 4.1, 4.2, and 4.3 of Annex "A" - Statement of Work. 21 Points</p>	<p>The proposal includes a Responsibility Assignment Matrix (RAM) which Reasonably demonstrates areas of responsibility among corporate members of the Bidder's team. The bid demonstrates a Reasonable understanding of the need for the Contractor to coordinate performance of the Work with operations and proprietary maintenance organizations. The bid Reasonably addresses communications between the Contractor and the operations and proprietary maintenance organizations. Any ambiguity is acceptable. 14 Points</p> <p>The proposal includes a Responsibility Assignment Matrix (RAM). It is not Clear on the areas of responsibility among corporate members of the Bidder's team, or there are weaknesses in the rationale for the assigned roles. The extent of coordination and communications with contracted organizations responsible for operations and proprietary maintenance of the NRTSD System is not Clear or is inappropriate. 7 Points</p>	<p>For Most tasks; - Labour resources (with necessary qualifications, including knowledge, skill, know-how and experience); and, - Non labour resources (purchased equipment, travel and living, materials and supplies etc.); are applied in a coordinated manner, and in a manner which demonstrates Effective Performance of the Work. Furthermore, for Most tasks, the identified labour levels of effort and identified non labour resources are commensurate with the task scope of Work. Any weakness in resource allocation is minor. The Work Plan Thoroughly addresses each of the Work Plan content requirements detailed in Attachment 4, Section 2.1 for this evaluation item (C.1). Overall, the level of granularity is Thorough. 43 Points</p>

Table continued on following page

ATTACHMENT 4 - MANDATORY AND POINT RATED TECHNICAL CRITERIA

Table 4.2 (contd) - Work Plan for Performance of the Work under Sections 4.1, 4.2, and 4.3 of Annex "A" - Statement of Work

Evaluation Areas		
Column A Approach and Methodology Compliance with SOW, Assumptions	Column B Team Organization	Column C Allocation of Resources
<p>Evaluation Item A.2 - Compliance with Statement of Work Requirements:(contd)</p> <p>A Reasonable response has been provided for demonstrating compliance to each, or a Majority of the requirements in Sections 4.1, 4.2, and 4.3 of Annex "A". 18 Points</p> <p>A Reasonable response has not been provided for demonstrating compliance to a Majority of the requirements in Sections 4.1, 4.2, and 4.3 of Annex "A" - Statement of Work; or, the information presented is not Clear. 9 Points</p> <p>Portions of the Work Plan do not meet the requirements specified in Sections 4.1, 4.2, and 4.3 of Annex "A" - Statement of Work. 0 Points</p> <p>Evaluation Item A.3 - Assumptions</p> <p>Stated assumptions are Thorough and appropriate for the performance of all the Work under Sections 4.1, 4.2, and 4.3 of Annex "A" - Statement of Work. Assumptions do not impose obligations upon Canada which reduce the Contractor's responsibilities under the Statement of Work. 50 Points</p>	<p>Evaluation Item B.1 - Team Organization: (contd)</p> <p>The proposal includes a Responsibility Assignment Matrix (RAM), for which:</p> <ul style="list-style-type: none"> - the assigned roles are not identified, are unsupported, or present risk which may result in reduced system availability; or, - there is minimal or no coordination and, or communications with contracted organizations responsible for operations and proprietary maintenance of the NRTSD System; or, - the proposal does not include a RAM. <p>0 Points</p>	<p>Evaluation Item C.1 - Allocation of Resources: (contd)</p> <p>For Most tasks;</p> <ul style="list-style-type: none"> - Labour resources (with necessary qualifications, including knowledge, skill, know-how and experience); and, - Non labour resources (purchased equipment, travel and living, materials and supplies etc.); <p>are applied in a coordinated manner, and in a manner which demonstrates Effective Performance of the Work. For Most tasks, the identified labour levels of effort and identified non labour resources are commensurate with the task scope of Work. Any weakness in resource allocation is minor. The Work Plan Reasonably addresses each of the Work Plan content requirements detailed in Attachment 4, Section 2.1 for this Evaluation Item (C.1). Overall, the level of granularity is Reasonable. 35 Points</p>

Table continued on following page

ATTACHMENT 4 - MANDATORY AND POINT RATED TECHNICAL CRITERIA

Table 4.2 (contd) - Work Plan for Performance of the Work under Sections 4.1, 4.2, and 4.3 of Annex "A" - Statement of Work

Evaluation Areas		
Column A Approach, Methodology, and Assumptions	Column B Team Organization	Column C Allocation of Resources
<p>Evaluation Item A.3 - Assumptions (contd) Stated assumptions are Thorough and appropriate for the performance of the Majority of the Work under Sections 4.1, 4.2, and 4.3 of Annex "A". Any deficiency or ambiguity is minor. Assumptions do not impose obligations upon Canada which reduce the Contractor's responsibilities under the Statement of Work. 43 Points</p> <p>Stated assumptions are Reasonable for the performance of all, or the Majority of the Work under Sections 4.1, 4.2, and 4.3 of Annex "A". The stated assumptions do not impose additional obligations upon Canada. Any deficiency or ambiguity is minor. 35 Points</p> <p>Stated assumptions are not Reasonable, or are not Clear for the Majority of the Work under Sections 4.1, 4.2, and 4.3 of Annex "A" ; or, the assumptions generally impose additional material obligations upon Canada. 18 Points</p> <p>Minimal or no information is provided in respect of the Bidder's assumptions in respect of its performance of the Work under Sections 4.1, 4.2, and 4.3 of Annex "A". 0 Points</p>		<p>Evaluation Item C.1 - Allocation of Resources: (contd) The identified levels of effort for; - Labour resources (with necessary qualifications, including knowledge, skill, know-how and experience); and, or, - Non labour resources (purchased equipment, travel and living, materials and supplies etc.); are minimal or insufficient for Most tasks. Generally, there is some doubt that sufficient resources are being applied. 18 Points</p> <p>It is clear that the identified labour resources (with necessary qualifications, including knowledge, skill, know-how and experience) are insufficient. 0 Points</p>

ATTACHMENT 4 - MANDATORY AND POINT RATED TECHNICAL CRITERIA

2.2

Configuration Management Plan (CMP)

In accordance with Mandatory Criterion "M.3", an initial version of the Bidder's Configuration Management Plan (CMP) must be provided with its Technical Bid.

CMP Content

The Bidder's CMP should address each of the following evaluation items:

- A.1 Evaluation Item A.1 - CMP Compliance with Section 8.9 of Annex "A" - Statement of Work
(Maximum Score of 25 Points, in accordance with Attachment 4, Table 4.3)
The CMP should address each of the required elements for the CMP detailed in Section 8.9 of Annex "A" - Statement of Work.
- A.2 Evaluation Item A.2 - CMP Approach
(Maximum Score of 25 Points, in accordance with Attachment 4, Table 4.3)
The CMP should convey the Bidder's proposed methods and approach for performance of the Configuration Management worked detailed in Annex "A" - Statement of Work, Section 4.4, in respect of the Non-Proprietary configuration items of the NRTSD System, as detailed in Appendix 2 of Annex "A" - Statement of Work. While the Configuration Management of Minor Changes will fall under the firm monthly rate to be quoted by the Bidder under Attachment 3, Table 3.1 of this Bid solicitation, and the Configuration Management of Major Changes will be task authorized, the CMP should detail the Bidder's proposed approach for undertaking Configuration Management, irrespective of the change classification. In particular, the CMP should detail:
- the Bidder's approach for the unique identification of each Non-Proprietary configuration item within the NRTSD System;
 - the Bidder's approach for supporting the management of configuration item releases and changes thereto;
 - the Bidder's approach for linkage between configuration management activities and activities for the Scheduled and, or Corrective maintenance of the Non-Proprietary NRTSD System components, as well as their upgrades;
 - the Bidder's approach for managing and dissemination of documentation and information governing the configuration of each Non-Proprietary configuration item within the NRTSD System;
 - the periodic validation of configuration item information against actual and current status of each Non-Proprietary configuration item within the NRTSD System; and,
 - assurance that proper and timely technical and contractual (if applicable) approval for all (both Minor and Major) configuration changes will be obtained, including contingency management approaches in the event of emergencies and, or the non availability of required authorities.
- To avoid duplication, where the Bidder's response to any of the above CMP content requirements have been previously addressed under Evaluation Item A.1 - CMP Compliance with Statement of Work, Bidder's may refer to the appropriate section of their bid by identifying the specific paragraphs and page number where the subject topic has already been addressed.

ATTACHMENT 4 - MANDATORY AND POINT RATED TECHNICAL CRITERIA

CMP Evaluation:

The CMP will be evaluated in accordance with Table 4.3 below. Scores for each evaluation item within the table will be determined. The score awarded under each evaluation item will be that which has been determined to be the most representative of the Bidder's CMP for that evaluation item. No partial scores will be assigned.

The evaluated scores from each evaluation item will be summed to arrive at a total score for the Table 4.3. The total score for Table 4.3 will be inserted into Column D of Table 4.1, and must equal or exceed the applicable minimum score specified in Column C of Table 4.1. The value entered into Column D of Table 4.1 will be used as part of the bid evaluation and method of selection process detailed in Part 4, Section 2.1 of this bid solicitation.

For the purposes of evaluating the Bidder's technical proposal under Table 4.3, the following definitions apply:

1. "Clear" or "Clearly" means the information is easily discovered, seen or understood by a reasonably observant person. It is free from doubt or qualification.
2. "Majority" and "Most" mean greater than fifty (50) percent of the total.
3. "Reasonable" or "Reasonably" means a moderate and justifiable response. The response is fit and appropriate to the subject matter.
4. "Thorough" or "Thoroughly" means a response which is considered to be without omission, and extremely attentive to accuracy and detail. A full command or mastery of the subject matter has been demonstrated.

The maximum possible score for Table 4.3 is 50 points. The minimum required score for Table 4.3 is 36 points.

ATTACHMENT 4 - MANDATORY AND POINT RATED TECHNICAL CRITERIA

Table 4.3 - Configuration Management Plan (CMP) Evaluation

Evaluation Item A.1: Configuration Management Plan (CMP) - Compliance with Section 8.9 of Annex “A” - Statement of Work:

The CMP Thoroughly addresses each of the required elements for the CMP detailed in Section 8.9 of Annex “A” - Statement of Work. Information presented is Clear. **25 Points**

The CMP Thoroughly addresses Most of the required elements for the CMP detailed in Section 8.9 of Annex “A”. Any weakness in addressing required elements is minor. Information presented is Clear. **21 Points**

The CMP Reasonably addresses each, or a Majority of the required elements for the CMP detailed in Section 8.9 of Annex “A”. Any weakness in addressing required elements is minor. Information presented is Clear. **18 Points**

A Majority of elements in Section 8.9 of Annex “A” are not Reasonably addressed, or the information presented is not Clear. **9 Points**

The required elements in Section 8.9 of Annex “A” are not Reasonably addressed. **0 Points**

Evaluation Item A.2: Configuration Management Plan (CMP) Approach:

The CMP Approach demonstrates a Thorough understanding of the Configuration Management requirements of Annex “A” - Statement of Work (Section 4.4 and Configuration Management authorized pursuant to Section 4.5.2); and,

The CMP Thoroughly addresses each of the CMP content requirements detailed in Attachment 4, Section 2.2, Evaluation Item A.2. **25 Points.**

The CMP Approach demonstrates a Reasonable understanding of the Configuration Management requirements of Annex “A” - Statement of Work (Section 4.4 and Configuration Management authorized pursuant to Section 4.5.2); and,

The CMP Reasonably addresses each of the CMP content requirements detailed in Attachment 4, Section 2.2, Evaluation Item A.2. **21 Points.**

The CMP Approach demonstrates a Reasonable understanding of the Configuration Management requirements of Annex “A” - Statement of Work (Section 4.4 and Configuration Management authorized pursuant to Section 4.5.2); and,

The CMP Reasonably addresses a Majority of the CMP content requirements detailed in Attachment 4, Section 2.2, Evaluation Item A.2. Any weakness in addressing the CMP content requirements detailed in Attachment 4, Section 2.2, Evaluation Item A.2 is of a minor nature. **18 Points.**

The CMP Approach does not demonstrates a Reasonable understanding of the Configuration Management requirements of Annex “A” - Statement of Work (Section 4.4 or Configuration Management authorized pursuant to Section 4.5.2); or,

The CMP does not Reasonably address a Majority of the CMP content requirements detailed in Attachment 4, Section 2.2, Evaluation Item A.2.

9 Points.

Portions of the CMP do not meet the requirements specified in Section 4.4 of Annex “A”. **Non Compliant**

ATTACHMENT 4 - MANDATORY AND POINT RATED TECHNICAL CRITERIA

2.3 Profile of Available Fully Qualified Resources proposed under Component “B”: (Maximum Score of 40 Points, in accordance with Attachment 4, Table 4.4)

Profile Content:

The Bidder should propose available and Fully Qualified resources for each of the labour categories identified in Sections 3.4.1.1, 3.4.1.2, 3.4.2.1, and 3.4.2.2 of Annex “A” - Statement of Work, for the purposes of performing task authorized work under Component “B”.

The resources proposed by the Bidder in response to this evaluation item should be resources whom it employs, or has access to via subcontract, for purposes of performing task authorized work under Component “B” of the Statement of Work.

The resources proposed by the Bidder should be individuals who are available at time of bidding, for the performance of task authorized work for periods of time ranging from one or two days and up to one year in duration. Individuals who are not available at time of bidding for the performance of task authorized Work covering this range of time should not be included in the bid, for the purposes of this evaluation item.

The Bidder should identify the resource(s) by name, and identify the labour category for which they are being proposed. Furthermore, the Bidder should demonstrate that the proposed resource meets all qualification requirements for the labour category for which they are being proposed. The Bidder should do so by completing the Available Resource Qualifications Form in Attachment 5 for each resource proposed under this evaluation item. To support the information presented in Attachment 5, the Bidder should also provide an up to date résumé for each proposed resource.

Where the electrical or systems engineering degree held by personnel proposed under the Senior or Intermediate System Engineering labour categories, as described in Sections 3.4.1.1, and 3.4.1.2 of Annex “A” - Statement of Work, has been obtained outside of Canada, the Bidder should include within its bid, documentary evidence from a recognized Canadian academic credentials assessment service, demonstrating that the degree held is equivalent to that from a recognized Canadian university. Section 3.4 of Annex “A” - Statement of Work refers. If documentary evidence demonstrating equivalency from a recognized Canadian academic credentials assessment service is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will result in the applicable resource not being evaluated in accordance with Attachment 4, Table 4.4.

An individual resource proposed under Component “B” must not be proposed for more than one labour category, as described in Sections 3.4.1.1, 3.4.1.2, 3.4.2.1, and 3.4.2.2 of Annex “A” - Statement of Work. However, personnel proposed under Component “B” may also be proposed for performance of Work under Component “A”.

ATTACHMENT 4 - MANDATORY AND POINT RATED TECHNICAL CRITERIA

Profile Evaluation:

Evaluation points for the number of available Fully Qualified resources proposed by the Bidder under Component "B" will be awarded in accordance with Table 4.4 below. The evaluation of this item is not an assessment of in-house versus subcontracted resource capability.

Table 4.4

Profile of Available Fully Qualified Resources proposed under Component "B"					
Labour Category	Number of Fully Qualified Resources per Labour Category				
	4 or More	3	2	1	0
Senior Systems Engineer	10 Points	8 Points	7 Points	0 Points	Non Responsive
Intermediate Systems Engineer	10 Points	8 Points	7 Points	0 Points	Non Responsive
Senior Telecommunications Technician	10 Points	8 Points	7 Points	0 Points	Non Responsive
Intermediate Telecommunications Technician	10 Points	8 Points	7 Points	0 Points	Non Responsive

For each of the labour categories, as defined in Sections 3.4.1.1, 3.4.1.2, 3.4.2.1, and 3.4.2.2 of Annex "A" - Statement of Work, the Bidder's identified personnel proposed under Component "B" in response to Evaluation Table 4.4 will be evaluated to determine if the identified resource meets all of the required qualifications for the identified labour category for which they have been proposed. For the purposes of evaluating the Bidder's technical proposal under Table 4.4, the following definitions apply:

"Clear" or "Clearly" means the information is easily discovered, seen or understood by a reasonably observant person. It is free from doubt or qualification.

"Fully Qualified" means that the proposal has demonstrated that the proposed resource meets all qualifications for the labour category for which they have been proposed.

"Relevant" means work experience that is directly related to the labour category and which requires the use of knowledge, sound judgment, skill, and reason in the application of the identified educational qualifications of the labour category.

Should a proposed resource be assessed as having met all of the required qualifications for the labour category for which they have been proposed, the resource will count for purposes of determining the number of points to be awarded under Table 4.4 for that labour category. However, for any labour category, if the bid does not demonstrate that a resource meets all of the required qualifications for the labour category for which they have been proposed, the resource will not be counted for purposes of awarding points under Table 4.4. Furthermore, should a resource be evaluated as not having met all requirements for the labour category for which they have been proposed, the resource will not be evaluated against any other labour category. Finally, in accordance with Mandatory Criterion "M.4", should an individual resource be proposed under more than one labour category, as defined in Sections 3.4.1.1, 3.4.1.2, 3.4.2.1, and 3.4.2.2 of Annex "A" - Statement of Work, the bid will be considered as being non responsive.

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Client Ref. No. - N° de réf. du client W8474-11JS23	File No. - N° du dossier 051svW8474-11JS23	CCC No./N° CCC - FMS No./N° VME

ATTACHMENT 4 - MANDATORY AND POINT RATED TECHNICAL CRITERIA

Profile Evaluation: (contd)

A score for each labour category will be assigned based on the number of Fully Qualified resources proposed for that labour category. The evaluated scores for each labour category in Table 4.4 will be summed to arrive at a total score for the Table 4.4. The maximum possible score for Table 4.4 is 40 points. The total score for Table 4.4 will be inserted into Column D of Table 4.1. The value entered into Column D of Table 4.1 will be used as part of the bid evaluation and method of selection process detailed in Part 4, Section 2.1 of this bid solicitation. In accordance with Mandatory Criterion "M.4", in the event that there are no Fully Qualified resources evaluated under any one labour category, as defined in Sections 3.4.1.1, 3.4.1.2, 3.4.2.1, and 3.4.2.2 of Annex "A" - Statement of Work, the bid will be evaluated as being non responsive.

ATTACHMENT 5 - AVAILABLE RESOURCE QUALIFICATIONS FORM

For the purposes of demonstrating the qualifications of resources proposed under Evaluation Table 4.4, Bidders should complete Table 5.1 below for each resource proposed under Component “B”, for the labour categories identified in Annex “A”, Sections 3.4.1.1, 3.4.1.2, 3.4.2.1 and 3.4.2.2. In support of the information to be included in Table 5.1, the Bidder should also include within their proposal:

- a copy of the most recent résumé for the proposed resource; and,
- a copy of the university degree or college (or Technical School) diploma identified under the completed Qualifications form.

For each identified resource, information contained in their résumé and on their university degree, or college (or Technical School) diploma should Clearly support the information identified in the completed Available Resource Qualifications Form, (Table 5.1), below. If the résumé or copy of the university degree or college (or Technical School) diploma for any proposed resource under Evaluation Table 4.4 is not submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

As only experience that has occurred within the last ten (10) years, measured back from date of bid closing, will be evaluated, only experience within this time fame need be identified by the bidder in completing Table 5.1 - Available Resource Qualifications Form.

Table 5.1 - Available Resource Qualifications Form

Resource Name	Identification and Education	
Proposed for Labour Category (Mark with an “x” under only one labour category)	Senior System Engineer - Annex “A”, Section 3.4.1.1	()
	Intermediate System Engineer - Annex “A”, Section 3.4.1.2	()
	Senior Telecommunication Technician - Annex “A”, Section 3.4.2.1	()
	Intermediate Telecommunication Technician - Annex “A”, Section 3.4.2.2	()
	System Engineer	
Education	Degree: Bachelors ()	Telecommunication Technician Degree: Diploma () Certification () Name of Technical School _____ Technical Program _____ Graduation Year _____ Or, Years of Relevant experience in maintaining telecom equipment: ____ Company: _____ Labour Category: _____ Begin Date for Specified Experience: _____ End Date for Specified Experience: _____ Experience Description : _____ Clients: _____ Repeat as necessary to demonstrate required minimum number of years of experience
	Masters ()	
	Degree Program _____	
	Graduation Year _____	
	Name of University _____	

ATTACHMENT 5 - AVAILABLE RESOURCE QUALIFICATIONS FORM

Table 5.1 - Available Resource Qualifications Form (contd)

Resource Name	System Engineer Experience
Relevant Experience (System Engineer)	<p>Years of Relevant electrical or systems engineering experience: _____</p> <p>Company: _____</p> <p>Labour Category: _____</p> <p>Begin Date for Specified Experience: _____</p> <p>End Date for Specified Experience: _____</p> <p>Experience Description : _____</p> <p>Clients: _____</p> <p>Work Description should address Relevancy, as defined in Attachment 4, Section 2.3.</p>
Area of Technical Experience (System Engineer)	<p>A). Identify Area of Technical Experience - Mark with an "X"</p> <p>() Computer equipment (either in installation or maintenance)</p> <p>() Satellite systems - space segment (either in specification, design or production)</p> <p>() Satellite systems - ground segment (either in installation, or maintenance)</p> <p>() Antennas (either in specification, design, production, installation, or maintenance)</p> <p>() Antenna tracking systems and their related equipment (either in specification, design, production, installation, or maintenance)</p> <p>B). For each Area of Technical Experience selected, the following information should be presented:</p> <p>Company: _____</p> <p>Labour Category: _____</p> <p>Begin Date for Specified Experience: _____</p> <p>End Date for Specified Experience: _____</p> <p>Experience Description* : _____</p> <p>Clients: _____</p> <p>*Where work is project based, a project description should be provided. The specific work performed by the proposed resource within the project should be identified, as well as their role within the project.</p>

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ATTACHMENT 5 - AVAILABLE RESOURCE QUALIFICATIONS FORM

Table 5.1 - Available Resource Qualifications Form (contd)

Resource Name	System Engineer Experience
Area of Technical Experience (System Engineer)	<p>A) Identify Area of Technical Experience - Mark with an "X"</p> <p><input type="checkbox"/> Digital Signal Processing Techniques</p> <p><input type="checkbox"/> Minicomputer architecture</p> <p><input type="checkbox"/> Programming and Interfacing</p> <p><input type="checkbox"/> Satellite Orbital mechanics</p> <p><input type="checkbox"/> Radio Wave Propagation</p> <p>B) For each Area of Technical Experience selected, the following information should be presented:</p> <p>Company: _____</p> <p>Labour Category: _____</p> <p>Begin Date for Specified Experience: _____</p> <p>End Date for Specified Experience: _____</p> <p>Experience Description* : _____</p> <p>Clients: _____</p> <p>* Where work is project based, a project description should be provided. The specific work performed by the proposed resource within the project should be identified, as well as their role within the project.</p>
Test Equipment Experience (System Engineer)	<p>Identify type of test equipment used - Mark with an "X"</p> <p><input type="checkbox"/> Spectrum Analyzer</p> <p><input type="checkbox"/> Signal Generator</p> <p><input type="checkbox"/> Oscilloscope</p> <p>For each type of test equipment selected, the following information should be presented:</p> <p>Purpose of Use: _____</p> <p>Estimated Hours of Use: _____</p> <p>Period of Use: (Begin Date - End Date): _____</p>

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ATTACHMENT 5 - AVAILABLE RESOURCE QUALIFICATIONS FORM

Table 5.1 - Available Resource Qualifications Form (contd)

Resource Name	Telecommunication Technician Experience
Technical Area Experience (Telecommunication Technician)	<p>A) Years of Relevant experience in using the following test equipment - Mark with an "X" :</p> <p>() Spectrum Analyzer () Signal Generator</p> <p>() Oscilloscopes and other test equipment typically found in electronic facilities</p> <p>For each type of test equipment, the following information should be presented:</p> <p>Purpose of Use: _____</p> <p>Estimated Hours of Use: _____</p> <p>Period of Use: (Begin Date - End Date): _____</p> <p>B) Years of Relevant experience in Scheduled and Corrective Maintenance procedures, including diagnostics, fault-finding and the repair of electronic equipment in the following fields. Identify Area of Technical Experience - Mark with an "X":</p> <p>() Server/computer hardware and peripheral equipment;</p> <p>() Satellite tracking equipment;</p> <p>() Automated built-in test equipment; or,</p> <p>() Radio frequency receiver systems.</p> <p>For each Experience Area selected, the following information should be presented:</p> <p>Company: _____</p> <p>Labour Category: _____</p> <p>Begin Date for Specified Experience: _____</p> <p>End Date for Specified Experience: _____</p> <p>Experience Description* : _____</p> <p>Clients: _____</p> <p>* Where work is project based, a project description should be provided. The specific work performed by the proposed resource within the project should be identified, as well as their role within the project.</p>

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ATTACHMENT 5 - AVAILABLE RESOURCE QUALIFICATIONS FORM

Table 5.1 - Available Resource Qualifications Form (contd)

Resource Name	Telecommunication Technician Experience
Technical Area Experience (Telecommunication Technician)	<p>___ Years of total combined Relevant experience in specifying required electronic and mechanical test equipment for purposes of verification, adjustment, inspection, calibration, repair and operation of highly sophisticated and specialized electronic and mechanical equipment.</p> <p>The following information should be presented:</p> <p>Company: _____</p> <p>Labour Category: _____</p> <p>Begin Date for Specified Experience: _____</p> <p>End Date for Specified Experience: _____</p> <p>Experience Description* : _____</p> <p>Clients: _____</p> <p>*The experience description should state the types of electronic and mechanical test equipment specified, its intended use, and the equipment or facility to which it was applied. Criteria used in specifying the test equipment should be provided.</p>

ATTACHMENT 6 EVALUATION OF PRICE

For evaluation purposes only, the price of the bid will be determined as follows:

The total evaluated price of the bid for the Contract Period and all Option Periods will be determined in accordance with the following steps:

Step 1:

The firm all inclusive monthly rates proposed by the Bidder under Column 2 of Table 3.1 of Attachment 3, for each of Periods A through E inclusive will be summed. The total sum will then be multiplied by 12.

Step 2:

For each labour category under Column 1 of Table 3.2 of Attachment 3, the firm all inclusive hourly rates proposed by the Bidder for each of Periods A through E inclusive under Column 2 of Table 3.2 will be summed.

Step 3:

For each labour category under Column 1 of Table 3.2 of Attachment 3, the sum that has been obtained under Step 2 above will be multiplied by the estimated annual utilization for the applicable labour category, as shown in Column 3 of Table 3.2 to obtain the total price for each labour category for all Periods (A through E).

Step 4:

The products determined under Step 3 above for each labour category will be summed to arrive at a total price for all labour categories for the Contract Period and all Option Periods.

Step 5:

The firm percentage all inclusive markup rate specified by the Bidder Column B for Item 1 of Table 3.3 of Attachment 3 will be multiplied by the estimated utilization specified under Column C for Item 1 of Table 3.3. This product will then be multiplied by 5; (to calculate the price for the markup on spares and replacement parts across the complete Contract Period and all option periods).

Step 6:

The firm percentage all inclusive markup rate specified by the Bidder under Column B for Item 2 of Table 3.3 of Attachment 3 will be multiplied by the estimated utilization specified under Column C for Item 2 of Table 3.3. This product will then be multiplied by 5; (to calculate the price for the markup on subcontracted labour services for labour categories outside of those defined under Section 3.4 of Annex "A" - Statement of Work, across the complete Contract Period and all option periods).

Step 7:

The results from each of Steps 1, 4, 5, and 6 above will be summed, and the total sum will be the total evaluated price of the bid for the Contract Period, and all Option Periods.

ATTACHMENT 7

CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

1. Federal Contractors Program for Employment Equity - Certification

1.1 Federal Contractors Program - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) ☐ is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) ☐ is not subject to the FCP, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;
- (c) ☐ is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) ☐ is subject to the FCP, and has a valid certificate number as follows:
_____ (e.g. has not been declared an ineligible contractor by HRSDC.)

Further information on the FCP is available on the HRSDC Web site (<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>).

ATTACHMENT 7

CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

2. Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, Bidders must provide the information required below.

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? YES () NO ()

If so, the Bidder must provide the following information:

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

Work Force Reduction Program

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

If so, the Bidder must provide the following information:

ATTACHMENT 7

CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

3. Canadian Content Certification

This procurement is limited to Canadian goods and Canadian services.

The Bidder certifies that:

- () a minimum of 80 percent of the total bid price consist of Canadian goods and Canadian services as defined in paragraph 5 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual. (<http://www.tpsgc-pwgsc.gc.ca/app-acq/ga-sm/chapitre03-chapter03-eng.html>)

3.1 SACC Manual clause A3050T (2010-01-11), Canadian Content Definition

4. 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

ATTACHMENT 7

CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

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. Education and Experience

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.

6. Language Capability

The Bidder certifies that it has the language capability required to perform the Work, as stipulated in the Statement of Work.

7. Receipt of PWGSC Distributed Documentation

The Bidder certifies that it has received, read, and fully understands all of the PWGSC distributed documentation listed under Part 2 of this bid solicitation, Section 7. Furthermore, the Bidder certifies that within ten calendar days after the date of bid closing, it has, or agrees to delete, destroy, or deliver to the Contracting Authority, every copy of the PWGSC Distributed Documentation, as well as every draft, working paper, or note that has been derived from any information contained in the PWGSC Distributed Documentation, that has been produced by it or any member of its team.

Attachment 8 Confidentiality Agreement - PWGSC Distributed Documentation

TO: HER MAJESTY THE QUEEN IN RIGHT OF CANADA ("CANADA"), AS REPRESENTED BY THE MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES ("MINISTER")

All information contained in the following documents, whether or not subject to copyright, is hereinafter referred to as "PWGSC Distributed Documentation".

- | | | |
|----|---|---|
| a) | Applicable Document AD-1 | - Polar epsilon NRTSD Maintenance Manual |
| b) | Applicable Document AD-2 | - PE NRTSD System Operations Training Module 7 First Line Maintenance |
| c) | Applicable Document AD-3 | - PE NRTSD Antenna Training Module (1-7) |
| d) | Applicable Document AD-4 | - NRTSD Antenna System Maintenance Manual |
| e) | Applicable Document AD-5 | - NRTSD Antenna System Operator's Manual. |
| f) | Applicable Document AD-6 | - CDRL-21 PE NRTSD System Data Packages |
| g) | Appendix 1 to Annex "A" - Statement of Work | - System Description |
| h) | Appendix 2 to Annex "A" - Statement of Work | - System Site Inventory |
| i) | Appendix 3 to Annex "A" - Statement of Work | - System Spare Parts |
| j) | Appendix 4 to Annex "A" - Statement of Work | - Scheduled Maintenance |

[Name] (the "Bidder") agrees that the PWGSC Distributed Documentation contains information that is confidential or proprietary to Canada or to third parties, and that such information is not to be disclosed or used in any way other than as set out below.

In consideration of the Minister disclosing the PWGSC Distributed Documentation to the Bidder, the Bidder agrees that:

- (a) it must not, without the prior written permission of the Minister, disclose to anyone, other than an employee or a proposed subcontractor with a need to know, the PWGSC Distributed Documentation;
- (b) it must not make copies of the PWGSC Distributed Documentation nor make use of the PWGSC Distributed Documentation for any purpose other than for the preparation of a bid in response to this bid solicitation; and,
- (c) at the close or earlier termination of the bid period, it will immediately delete, destroy or deliver to the Contracting Authority, every draft, working paper or note that contains any information contained in the PWGSC Distributed Documentation;

The Bidder must require any proposed subcontractor referred to in (a) above to execute a confidentiality agreement on the same terms and conditions as those contained herein.

The Bidder acknowledges and agrees that it is liable for any and all claims, loss, damages, costs, or expenses incurred or suffered by Canada or the Minister caused by the failure of the Bidder, or by anyone to whom the Bidder discloses the PWGSC Distributed Documentation, to comply with these terms and conditions.

Attachment 8

Confidentiality Agreement - PWGSC Distributed Documentation

Nothing in this Confidentiality Agreement must be construed as limiting the Bidder's right to disclose any information which may also form part of the PWGSC Distributed Documentation to the extent that such information:

- (a) is or becomes in the public domain through no fault of the Bidder or any proposed subcontractor;
- (b) is or becomes known to the Bidder from a source other than Canada, except any source that is known to the Bidder to be under an obligation to Canada not to disclose the information;
- (c) is independently developed by the Bidder; or
- (d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

[Name of Bidder]

by its authorized representative

Date

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ANNEX A

STATEMENT OF WORK

Near Real Time Ship Detection (NRTSD) Capability Non-Proprietary Maintenance and Support Statement of Work

The Statement of Work (Annex A) appended to the bid solicitation package is to be inserted at this point and forms part of this document.

ANNEX B - BASIS OF PAYMENT

Item 1. Annex A - Statement of Work - Component "A"

For the satisfactory performance of all the Work under Component "A" of Annex A - Statement of Work, as defined in Section 1.3 of Annex "A", the Contractor will be paid firm all-inclusive monthly rates, GST/HST extra, for each year of the Contract Period in accordance with the Table B.1 below:

Should Canada exercise any of its option periods, as defined in Clause 4.2 of the Contract, the Contractor will be paid for the satisfactory performance of the Work for the option period exercised, in accordance with the Table B.1 below:

Column 1	Column 2				
	Firm All Inclusive Monthly Rate				
	Contract Period (As defined Below)		Option Periods (As defined Below)		
For the performance of all the Work as defined under Annex "A", Section 1.3, Component "A"	A	B	C	D	E
	\$	\$	\$	\$	\$
	LIMITATION OF EXPENDITURE - Annex A - Statement of Work - Component "A"				
	\$				

Terms applicable to Table B.1

1.

The validity periods applicable to the proposed firm all inclusive monthly rates are defined as follows:

Period A:

Period A begins on the date of contract award, and ends twelve (12) months after the end of the calendar month in which the contract is awarded.

Period B:

Period begins of the first day of the calendar month following the end of Period A, and ends twelve months thereafter.

Period C:

Period begins of the first day of the calendar month following the end of Period B, and ends twelve months thereafter.

Period D:

Period begins of the first day of the calendar month following the end of Period C, and ends twelve months thereafter.

Period E:

Period begins of the first day of the calendar month following the end of Period D, and ends twelve months thereafter.
2.

Where the start of Work under the Contract is other than the first working day of the calendar month, the rate applicable to the first partial month must be based on the firm all inclusive monthly rate applicable to Period A and prorated based on the following:

Firm all Inclusive Rate for First Partial Month = $(30 - \text{Day of the month on which performance of Work begins}) \times \text{Firm all Inclusive Monthly Rate for Period A}$

Where the result is 0 or negative, performance of the Work is considered to begin on the first working day of the next calendar month.

ANNEX B - BASIS OF PAIEMENT

Terms Applicable to Table B.1 (contd)

- The firm all inclusive monthly rates are:
 - in Canadian funds;
 - all applicable Canadian excise taxes included;
 - Canadian Customs Duty in accordance with SACC Manual Clause C2611C (2007-11-30);
 - Goods and Services Tax or Harmonized Sales Tax is extra, if applicable; and,
 - Delivered Duty Paid (Destination) Incoterms 2000 in accordance with Clause 6.7 - Delivery.
- The firm all-inclusive monthly rates include all of the Contractor's labour and non labour costs for the provision of the above services, including any overhead, material handling, G&A or profit thereon. For avoidance of doubt, the firm all-inclusive monthly rates also include any and all travel and living costs to be incurred by the Contractor, its subcontractors, suppliers or employees in the provision of the above services at any of the locations specified in Section 1.4 of **Annex "A"** - Statement of Work, irrespective of the location from which the travel originates.

Item 2. Annex A - Statement of Work - Component "B"

Items 2.1 to 2.5 detailed below, must be used by the Contractor for the development of price proposals for Task Authorized

Work:

2.1 LABOUR:

The firm all inclusive labour rates detailed below apply for the periods indicated:

Column 1	Table B.2				
	Column 2		Firm All Inclusive Hourly Labour Rates		
	Contract Period (As defined Below)		Option Periods (As defined Below)		
Labour Category	A	B	C	D	E
Senior System Engineer	\$	\$	\$	\$	\$
Intermediate System Engineer	\$	\$	\$	\$	\$
Senior Telecommunications Technician	\$	\$	\$	\$	\$
Intermediate Telecommunications Technician	\$	\$	\$	\$	\$

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ANNEX B - BASIS OF PAYMENT

Item 2. Annex A - Statement of Work - Component “B” (contd)

2.1 LABOUR: (contd)

Terms applicable to Tableau B.2:

1. The validity periods applicable to the proposed firm all inclusive hourly labour rates are defined as follows:

- Period A:** Period A begins on the date of contract award, and ends twelve (12) months after the end of the calendar month in which the contract is awarded.
- Period B:** Period begins of the first day of the calendar month following the end of Period A, and ends twelve months thereafter.
- Period C:** Period begins of the first day of the calendar month following the end of Period B, and ends twelve months thereafter.
- Period D:** Period begins of the first day of the calendar month following the end of Period C, and ends twelve months thereafter.
- Period E:** Period begins of the first day of the calendar month following the end of Period D, and ends twelve months thereafter.

2. The firm all inclusive hourly labour rates are:

- inclusive of all of the Contractor's labour and non labour costs for the provision of the above services, including any overhead, material handling, G&A or profit thereon
- in Canadian funds;
- Goods and Services Tax or Harmonized Sales Tax is extra, if applicable;
- inclusive of any and all overtime payments which the Contractor makes, or is obligated to make, to its personnel or subcontractors;
- inclusive of any and all costs associated with travel and living expenses for travel to and, or from any of the locations specified in Annex “A” - Statement of Work, Section 1.4 where the shortest total distance (to and from) the location specified in Annex “A” - Statement of Work, Section 1.4 on a single trip is 100 kilometres or less;
- all applicable Canadian excise taxes included;
- Canadian Customs Duty in accordance with SACC Manual Clause C2611C (2007-11-30); and,
- Delivered Duty Paid (Destination) Incoterms 2000, in accordance with Clause 6.7 - Delivery.

ANNEX B - BASIS OF PAYMENT

Item 2. Annex A - Statement of Work - Component "B" (contd)

2.2

SPARES AND REPLACEMENT PARTS:

Subcontracts or purchase orders authorized for the Contractor's acquisition of spares and replacement parts are chargeable at the Contractor's actual laid down cost, with all discounts applied, and exclusive of any Contractor overhead, material handling, G&A or profit mark-up thereon.

2.3.

CONTRACTOR MARK-UP ON ITEM 2.2 - SPARES AND REPLACEMENT PARTS:

Contractor mark-up on Item 2.2 - Spares and Replacement Parts is chargeable at a firm all inclusive rate of ____%. The firm all inclusive rate applies for the complete Contract Period, and all Contract option periods exercised. The firm all inclusive mark-up rate must apply on the invoice price to the Contractor from its subcontractor or supplier. The invoiced price must have all subcontractor or supplier discounts applied and be exclusive of GST and, or HST.

2.4

SUBCONTRACTS (for labour services which fall outside of the labour categories specified under Annex "A" - Statement of Work, Sections 3.4.1.1, 3.4.1.2, 3.4.2.1, and 3.4.2.2):

Subcontracts authorized in accordance with the terms of the Contract are chargeable at the Contractor's actual laid down cost, with all discounts applied, and exclusive of any Contractor overhead, material handling, G&A or profit mark-up thereon.

2.5.

CONTRACTOR MARK-UP ON ITEM 2.4 - SUBCONTRACTS (for labour services which fall outside of the labour categories specified under Annex "A" - Statement of Work, Sections 3.4.1.1, 3.4.1.2, 3.4.2.1, and 3.4.2.2):

Contractor mark-up on Item 2.4 - Subcontracts (for labour services which fall outside of the labour categories specified under Annex "A" - Statement of Work, Sections 3.4.1.1, 3.4.1.2, 3.4.2.1, and 3.4.2.2), is at a firm all inclusive rate of ____%. The firm all inclusive rate applies for the complete Contract Period, and all Contract option periods exercised. The firm all inclusive mark-up rate must apply on the invoice price to the Contractor from its subcontractor or supplier. The invoiced price must have all subcontractor or supplier discounts applied and be exclusive of GST and, or HST.

ANNEX B - BASIS OF PAYMENT

Item 2. Annex A - Statement of Work - Component “B” (contd)

2.6

MATERIALS AND SUPPLIES

Authorized materials and supplies charges incurred in the performance of authorized work, are chargeable at the Contractor's actual laid down cost, with all discounts applied, and exclusive of any Contractor overhead, material handling, G&A or profit mark-up.

2.7

Travel and Living

Authorized travel and living expenses, reasonably and properly incurred in the performance of the task authorized Work, at actual cost without markup but not to exceed the limits of the Treasury Board Travel Directive. With respect to the TB Travel Directive, only the meal, private vehicle and incidental allowances specified in Appendices B, C and D of the TB Travel Directive <http://www.tbs-sct.gc.ca/hr-rh/gtla-ygcl/> and the other provisions of the directive referring to “travellers” rather than those referring to “employees”, are applicable.

All travel must have the prior authorization of the DND Procurement Authority. All payments are subject to government audit.

No travel and living expenses will be paid for the Contractor's travel to and, or from any of the locations specified in Section 1.4 of Annex “A” - Statement of Work where the shortest total distance (to and from) the location specified in Annex “A” - Statement of Work, Section 1.4 on a single trip is 100 kilometres or less.

LIMITATION OF EXPENDITURE - CUMULATIVE TOTAL OF ALL TASK AUTHORIZATIONS for Item 2 \$ _____.

- all applicable Canadian excise taxes included;
- Canadian Customs Duty in accordance with SACC Manual Clause C2611C (2007-11-30);
- Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
- Delivered Duty Paid (Destination) Incoterms 2000 in accordance with the destinations specified in Clause 6.7 - Delivery.

Solicitation No. - N° de l'invitation
W8474-11JS23/A
Client Ref. No. - N° de réf. du client
W8474-11JS23

Amd. No. - N° de la modif.
051sv
File No. - N° du dossier
051svW8474-11JS23

Buyer ID - Id de l'acheteur
051sv
CCC No./N° CCC - FMS No./N° VME

ANNEX B - BASIS OF PAYMENT

LIMITATION OF EXPENDITURE (TOTAL) \$ _____00

The Limitation of Expenditure (Total) represents the sum of the Limitations of Expenditure under Annex B - Basis of Payment Item 1, (Annex A - Statement of Work - Component "A") and Item 2 (Annex A - Statement of Work - Component "B")

- all applicable Canadian excise taxes included;
- Canadian Customs Duty in accordance with SACC Manual Clause C2611C (2007-11-30);
- Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
- Delivered Duty Paid (Destination) Incoterms 2000 in accordance with the destinations specified in Clause 6.7 - Delivery.

Solicitation No. - N° de l'invitation

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Client Ref. No. - N° de réf. du client

W8474-11JS23

CCC No./N° CCC - FMS No./N° VME

ANNEX C

PWGSC-TPSGC 9411 Form - Claim for Exchange Rate Adjustment

PWGSC-TPSGC 9411 Form - Claim for Exchange Rate Adjustment appended to the bid solicitation package is to be inserted at this point and forms part of this document.

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Amd. No. - N° de la modif.

File No. - N° du dossier

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Buyer ID - Id de l'acheteur

051sv

Client Ref. No. - N° de réf. du client

W8474-11JS23

CCC No./N° CCC - FMS No./N° VME

ANNEX D

SECURITY REQUIREMENTS CHECK LIST

The Security Requirements Check List (SRCL) (Annex **D**) appended to the bid solicitation package is to be inserted at this point and forms part of this document

ANNEX E

INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

- 1.1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 1.2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies

ANNEX E INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance (contd)

by sending a letter, by registered mail or by courier, with an acknowledgment of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

2. Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:
Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

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Annex "F"

Application for Permission to Subcontract a Portion of a Contract

PWGSC-TPSGC 1137, Application for Permission to Subcontract, appended to the bid solicitation package is to be inserted at this point and forms part of this document

Solicitation No. - N° de l'invitation

W8474-11JS23/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

051sv

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

W8474-11JS23

051svW8474-11JS23

Annex “G”
Form DND 626 - “Signed Requisition on a Contract”

Form DND 626 - “Signed Requisition on a Contract” appended to the bid solicitation package is to be inserted at this point and forms part of this document

ANNEX H CONFIDENTIALITY AGREEMENT - PERFORMANCE OF THE WORK

TO: HER MAJESTY THE QUEEN IN RIGHT OF CANADA ("CANADA"), AS REPRESENTED BY THE MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES ("MINISTER")

[Name] (the "Contractor") agrees that information applicable to the work, whether in oral, written or machine readable form, and hereinafter referred to as "INFORMATION", may be provided to it by Canada or otherwise made available to it for the purposes of the conduct of the Work; and,

The Contractor acknowledges and agrees that the INFORMATION includes Applicable Documents AD-1 to AD-5, as well as any other NRTSD System documentation, imagery order, and any associated product, derived product, information product, or associated meta data. Furthermore, INFORMATION may contain data and information that is confidential, or proprietary to Canada, MDA Systems Ltd., Richmond, B.C., its subcontractors on DND Project Polar Epsilon, or to other third parties; and,

The Contractor acknowledges and agrees that the INFORMATION is not to be disclosed or used in any way other than as set out below:

In consideration of the INFORMATION being disclosed to the above identified Contractor, the Contractor acknowledges and agrees that:

- (a) it must not, without the prior written permission of the Minister, disclose the INFORMATION to anyone, other than an employee, subcontractor (at any tier), or proposed subcontractor with a need to know for the purposes of the conduct of the Work;
- (b) it must not make use of the INFORMATION for any purpose other than the conduct of the Work;
- (c) at the completion, or earlier termination of the Work, or upon demand, it will immediately return to Canada all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the INFORMATION, or confirm to Canada, in writing, the destruction of all INFORMATION.

Prior to any disclosure of the INFORMATION as provided for in (a) above, the Contractor must require any employee, subcontractor, or proposed subcontractor, to execute a confidentiality agreement on terms and conditions compatible with and, in the opinion of the Minister, no less favourable to Canada than the terms and conditions of the Contract.

The Contractor acknowledges and agrees that it shall be liable for any and all claims, loss, damages, costs, or expenses incurred or suffered by Canada or the Minister, which is caused by the failure of the Contractor, or by anyone to whom it discloses the INFORMATION, to comply with these terms and conditions.

INFORMATION includes but is not limited to Background Information as defined in the Supplemental General Conditions 4006 - (Contractor to Own Intellectual Property Rights in Foreground Information), Financial and Management Information on DND Project Polar Epsilon, MDA Systems Ltd., or its subcontractors.

ANNEX H

CONFIDENTIALITY AGREEMENT - PERFORMANCE OF THE WORK

Nothing in this Confidentiality Agreement shall be construed as limiting the Contractor's right to disclose any information to the extent that such information:

- (a) is or becomes in the public domain through no fault of the Contractor, its employees, its subcontractors (at any tier), or proposed subcontractors;
- (b) is or becomes known to the Contractor from a source other than Canada, MDA Systems Ltd., or any of its subcontractors, except any source that is known to the Contractor to be under an obligation to Canada, MDA Systems Ltd., or any of its subcontractors not to disclose the INFORMATION;
- (c) is independently developed by the Contractor; or
- (d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

[Name of the Contractor]

**[Name of the Contractor's
Authorized Representative]**

Signature

Date

DEPARTMENT OF NATIONAL DEFENCE

ANNEX A

Near-Real Time Ship Detection Capability

Non-Proprietary

Maintenance and Support Statement of Work

POLAR EPSILON



Version 3.05

June 05, 2012

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National
Defence

Défense
nationale

OPI: REMSSAT PE

Near-Real Time Ship Detection Capability

Maintenance and Support Statement of Work

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1 Introduction

1.1 Purpose

This Statement of Work (SOW) describes the Work to be performed and the deliverables to be provided in relation to the provision of hardware and software maintenance and support services for the Polar Epsilon (PE) Non-Proprietary components of the Near-Real Time Ship Detection (NRTSD) System. These services include: Scheduled and Corrective Maintenance; technical and engineering support; repair and overhaul of failed equipment; replacement of spare parts; operator and maintainer training; Configuration Management; and special investigations and technical studies.

1.2 System Description

The Polar Epsilon (PE) NRTSD System delivers to the Canadian East and West Regional Joint Operations Centres (RJOC) a capability to exploit RADARSAT-2 for all-weather, day and night, wide area surveillance, for purposes of contributing to the wide area situational awareness of the maritime approaches to Canada and North America and to foreign littoral areas where the Canadian Forces may be deployed. The NRTSD System operates approximately 16 hours a day and 365 days a year. The NRTSD System is composed of:

- Two reception sites for RADARSAT-2 satellite downlink data (X-Band). The East Reception Site is located in Masstown, NS (CAMA) and the West Reception Site is located in Aldergrove, BC (CAAL);
- A single Central Processing Site (CP), co-located with the West Reception Site in Aldergrove, BC, that receives raw data from both reception sites, archives and processes the data, and generates data exploitation and imagery products for delivery to the requesting RJOC;
- Workstations and software at the RJOC facilities in Esquimalt, BC and Halifax, NS; and,
- A TCP Accelerator to facilitate data and product transfer for archiving to the Canada Centre for Remote Sensing (CCRS) in Ottawa.

Refer to Appendix 1 for a brief system description.

For the purposes of this SOW, the hardware and software components identified in detail in Appendix 2 are the Non-Proprietary components of the NRTSD System.

1.3 Overview of Requirement

The requirement consists of two Components:

- Component A, which includes defined maintenance and support services for the Non-Proprietary hardware and software components of the NRTSD System; and,
- Component B, which includes maintenance and support services for the Non-Proprietary hardware and software components of the NRTSD System, to be provided on an “As and When Requested” basis.

These components are further described as follows:

Component A:

Defined maintenance and support services for the Non-Proprietary hardware and software components of the NRTSD System include:

- Contract management and Contract management reporting, as detailed in Section 4.1. Contract management refers to the management of both the defined maintenance and support services, as well as the maintenance and support services to be performed on an “As and When Requested” basis;
- Scheduled Maintenance (First Line and Second Line), as detailed in Sections 4.2.1 and 4.2.2, for all Non-Proprietary hardware and software components within the NRTSD System listed in Appendix “4” (for all NRTSD System installation site locations). Although the term “Scheduled Maintenance” is used in this SOW, it has the same meaning as “Preventive Maintenance”, as used in Applicable Documentation;
- First Line Corrective Maintenance, as detailed in Sections 4.2.3 to 4.2.5, for all Non-Proprietary hardware and software within the NRTSD System listed in Appendix “2” (for the Aldergrove British Columbia Receiving Site (CAAL) and the Aldergrove British Columbia Processing Site (CP) only);
- Development, Implementation, and Maintenance of a Service Requirement Request (SRR) Database and Reporting, as detailed in Sections 4.2.6 and 4.2.7;
- Telephone and Email Technical and Engineering Support Services, as detailed in Section 4.3; and,
- Configuration Management for Minor Changes, as detailed in Section 4.4.

Component B:

Maintenance and support services for the Non-Proprietary hardware and software components of the NRTSD System to be provided on an “As and When Requested” basis include:

- Second Line Corrective Maintenance and Third Line Corrective Maintenance for all Non-Proprietary hardware and software within the NRTSD System at all equipment installation sites, as detailed in Section 4.5.1;
- Configuration Management for Major Changes, as detailed in Section 4.5.2;
- Procurement of Spares, as detailed in Section 4.5.4;
- Special Investigations and Technical Studies, as detailed in Section 4.5.5;
- Upgrades or Enhancements (excluding those which are Minor Changes), as detailed in Section 4.5.6; and,
- Training, as detailed in Section 4.5.7.

Work will be performed at the Contractor’s facilities, as well as on site at the installation sites for the Non-Proprietary hardware and software components of the NRTSD System.

1.4 Locations of Non-Proprietary components of the NRTSD System Installations

The Non-Proprietary components are located at the sites listed below. Appendix 2 contains a list of the inventory held at each of these sites.

- a. Halifax, Nova Scotia, East RJOC,
- b. Masstown, Nova Scotia, CAMA Receiving Site,
- c. Aldergrove, British Columbia, CAAL Receiving Site,
- d. Aldergrove, British Columbia, Central Processing Site (CP),

- e. Esquimalt, British Columbia, RJOC, and
- f. Ottawa, Ontario CCRS.

1.5 Terminology and Acronyms

AD	Applicable Document
APT	Acquisition Planning Tool
BC	British Columbia
CAAL	West Reception Site is located in Aldergrove, BC
CAMA	East Reception Site is located in Masstown, NS
CCIRM	Collection Coordination Information Requirements Management
CCRS	Canada Centre for Remote Sensing
CDI	Chief of Defence Intelligence
CDRL	Contract Data Requirements List
CF	Canadian Forces
CFB	Canadian Forces Base
CFJIC	Canadian Forces Joint Imagery Centre
CFSS	Canadian Forces Supply System
CIISD	Canadian and International Industrial Security Directorate (PWGSC)
CM	Corrective Maintenance
COTS	Commercial-off-the-Shelf
CP	Central Processing
DID	Data Item Description
DND	Department of National Defence
ECN	Engineering Change Notice
ECP	Engineering Change Proposal
FRED	Framed Raw Expanded Data
FTP	File Transfer Protocol
GFE	Government Furnished Equipment
GPS	Global Positioning System
HW	Hardware
ID	Identifier
IP	Internet Protocol
LAN	Local Area Network
MCE	Mapping and Charting Establishment
MPLS	Multi-Protocol Label Switched
MSM	Maintenance Support Manager
NTP	Network Time Protocol

NRTSD	Near-Real Time Ship Detection
NS	Nova Scotia
OEM	Original Equipment Manufacturer
OGD	Other Government Departments and Agencies
ON	Ontario
PE	Polar Epsilon
PM	Preventative Maintenance
PWGSC	Public Works and Government Services Canada
R2 SME	RADARSAT-2 Subject Matter Expert
RFI	Requests for Information
RJOC	Regional Joint Operations Centres
SITS	Special Investigations and Technical Studies
SME	Subject Matter Expert
SOW	Statement of Work
SRR	Service Requirement Request
SW	Software
SWRP	Software Release Installation Package
TA	Technical Authority
TCP	Transmission Control Protocol
W/S	Work Station

2 Documents

2.1 Applicable Documents

The following documents are applicable to, and form part of this Statement of Work:

AD-1	POL-MA-52-9186	Polar Epsilon NRTSD Maintenance Manual.
AD-2	POL-PM-53-1915	PE NRTSD System Operations Training Module 7 First Line Maintenance
AD-3	POL-PM-53-1168	PE NRTSD Antenna Training Module (1-7)
AD-4	DTM200035	NRTSD Antenna System Maintenance Manual.
AD-5	DTU20032	NRTSD Antenna System Operator's Manual.
AD-6	POL-TN-53-0209	CDRL-21 PE NRTSD System Data Packages
AD-7	M210906EN-A	Vaisala WXT520 Weather Transmitter User's Guide. (available from http://www.vaisala.com)
AD-8		Technical Information - Operating Instructions - M300/MRS. (available from http://www.meinberg.de)
AD-9	93-930-00 A2	The SAT-LIGHT/Platinum Suite Installation & User's Guide. (available from http://www.foxcom.com)
AD-10	111109-511262	BravoPro Xi Disc Publisher User's Manual. (available from http://www.primera.com/manuals.html)
AD-11		Dell™ PowerVault™ LTO4-120HH Tape Drive User's Guide. (available from http://support.dell.com)
AD-12		Dell™ PowerEdge™ 2970 Systems Hardware Owner's Manual. (available from http://support.dell.com)
AD-13		Dell™ PowerEdge™ T710 Systems Hardware Owner's Manual. (available from http://support.dell.com)
AD-14		Dell Precision™ T3500 Service Manual. (available from http://support.dell.com)
AD-15		Dell™ PowerConnect™ 6200 Series User's Guide. (available from http://support.dell.com)
AD-16	007-4857-003	SGI® Altix® 450 System User's Guide. (available from http://techpubs.sgi.com)
AD-17	007-4699-010	SGI® InfiniteStorage Appliance Manager User's Guide. (available from http://techpubs.sgi.com)
AD-18		Dell™ 3130cn Color Laser Printer User's Guide. (available from http://support.dell.com)
AD-19		Integrated Dell Remote Access Controller 6 (iDRAC6) Version 1.3 User Guide. (available from http://support.dell.com)

3 Maintenance Concept and Requirement

Preventative and Corrective Maintenance activities must be coordinated and performed with the aim of maximizing the availability of the NRTSD System in a fully operational state.

3.1 Proprietary vs Non-Proprietary Maintenance

The NRTSD System is composed of:

1. Non-Proprietary Hardware and Software, comprised of:
 - COTS hardware and software; and,
 - Antenna hardware and software;
 2. Proprietary Hardware and Software, comprised of:
 - Custom hardware and software; and,
 - Canada provided software (OceanSuite);
- and,
3. Facilities and infrastructure.

3.1.1 Non-Proprietary Hardware and Software Maintenance

For the purposes of this SOW, the hardware and software components identified in detail in Appendix 2 are the Non-Proprietary components of the NRTSD System.

Non-Proprietary Maintenance refers to the maintenance of all hardware and software components identified in detail in Appendix 2. This includes the maintenance of COTS hardware and software as well as the maintenance of the NRTSD System antenna hardware and software. See Appendix 2 and 3 for details. For the Procurement of Spares, the Non-Proprietary Maintenance Contractor must comply with section 4.5.4.

The Non-Proprietary Maintenance Contractor, hereinafter referred to as “the Contractor”, is responsible for cooperating and coordinating its Work with the Proprietary Maintenance Contractor, the Operations Contractor, CF personnel and the OceanSuite Software Maintenance Contractor to mitigate the impact of maintenance services on operations.

3.1.2 Proprietary Hardware and Software Maintenance

Proprietary Maintenance refers to the maintenance of hardware and software proprietary to the NRTSD Implementation Contractor, or Canada. Maintenance and support of these components will be provided under contractual agreements separate from this requirement.

3.2 Boundary Responsibilities

The NRTSD System consists of Proprietary and Non-Proprietary System hardware and software components; OceanSuite Software; physical infrastructure; and communications infrastructure as described in Appendix 1 of this SOW. Maintenance of the NRTSD System will be conducted by DND, the Contractor, the Proprietary Maintenance Contractor, and the OceanSuite Software Maintenance Contractor.

3.2.1 DND Responsibility

DND is responsible for the maintenance of the physical and communications infrastructure of the NRTSD System.

Specifically, this includes: the physical infrastructure described in Section 1.4 of the System Description in Appendix 1; the communications infrastructure described in Section 1.5 and 1.6 of the System Description in Appendix 1.

3.2.2 Non-Proprietary Maintenance Contractor Responsibility

The Contractor is responsible for the maintenance and support of the Non-Proprietary components of the NRTSD System at the CAAL, CAMA, CP Sites, RJOCs and CCRS. The Non-Proprietary component of the NRTSD System consists of all the non-embedded COTS hardware and software components identified in Section 1.3 of the System Description in Appendix 1 and the items listed in the System Site Inventory in Appendix 2. These components are within the System Boundaries as demonstrated in Figure A-1 of the System Description in Appendix 1 for the NRTSD System. Scheduled Maintenance performed by the Contractor must be performed during the normal business hours at each of the applicable sites, as defined in Section 1.4.

3.3 Maintenance Level

Responsibilities and resources needed to provide maintenance support are generally allocated to a number of levels or “lines”. The maintenance concept for the NRTSD System envisions three levels of maintenance, as follows:

First Line Maintenance – This involves inspection of the equipment and simple Scheduled Maintenance in the operational environment. Scheduled First Line Maintenance to be performed by the Contractor is defined in Appendix 4. Corrective First Line Maintenance to be performed by the Contractor is defined under Section 4.2.3 of this SOW. Corrective First Line Maintenance that will be performed by the Contractor is limited to the CAAL and CP installation locations only.

Second Line Maintenance – This involves Scheduled Maintenance, Corrective Maintenance, and removal or replacement of major assemblies at the operational site.

Second Line Maintenance includes: board replacements; major component replacements; mechanical repairs; limited overhaul; and alignment and calibration work.

Second Line Maintenance includes limited configuration and test support for COTS software. Second Line Maintenance includes on-site Scheduled Maintenance and Corrective Maintenance repairs necessary to maintain or restore the Non-Proprietary components of the NRTSD System to an operational state.

Scheduled Second Line Maintenance that needs to be performed by the Contractor forms part of Component “A”, and is defined in Appendix 4. Corrective Second Line Maintenance will be performed on an “As and When Requested” basis by the Contractor.

Third Line Maintenance – This involves extensive overhaul and repair of equipment, or correction of software problems necessary to restore the Non-Proprietary components of the NRTSD System to an operational state. Typically Third Line maintenance is performed at the Contractor’s facility, with the exception of some antenna work that may need to be performed on-site by Contractor personnel. Third Line Maintenance will be performed on an “As and When Requested” basis by the Contractor.

3.4 Resource Labour Category

For the performance of Task Authorised work, as summarized in Section 1.3, Component B, proposals submitted by the Contractor in response to task requests are restricted to the labour categories identified below. Each person proposed in response to a task request must meet the requirements of their associated labour category. Task statements of work or requests for proposals may also specify additional requirements such as skills, experience and qualifications as appropriate for the Task. In such cases, the Contractor is also restricted to propose personnel from within the identified labour categories. The Contractor must provide the services required and comply with the various requirements of each task statement of work (SOW) such as personnel and security.

The labour categories are as follows:

1. Senior System Engineer qualified as per Section 3.4.1.1;
2. Intermediate System Engineer qualified as per Section 3.4.1.2;
3. Senior Telecommunication Technician qualified as per Section 3.4.2.1; and,
4. Intermediate Telecommunication Technician qualified as per Section 3.4.2.2.

College diploma and University degree requirements specified under the labour categories must be from a recognized Canadian university or college, or the equivalent as established by a recognized Canadian academic credentials assessment service, if the degree or diploma has been obtained outside Canada. The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website, at the following internet link:

<http://www.cicic.ca/indexe.stm>

For purposes of defining the labour categories;

“Relevant” means work experience that is directly related to the labour category and which requires the use of knowledge, sound judgment, skill, and reason in the application of the identified educational qualifications of the labour category;

“Space Segment” means the space assets delivered in orbit for a satellite mission; and,

“Ground Segment” means the Earth based infrastructure that support the mission of a satellite. A Ground Segment may include, but is not limited to infrastructure required for mission planning, data upload and download, spacecraft control, telemetry, tracking and control, spacecraft simulation, and satellite data processing, archiving, and, forwarding.

3.4.1 System Engineer

3.4.1.1 Senior System Engineer – Qualification Requirements

The Senior System Engineer must meet all of the following qualification requirements:

1. Possess a Bachelor's or Master's degree in electrical or system engineering from a recognized Canadian university or equivalent, as determined in accordance with Section 3.4.
2. Have a minimum of seven (7) years Relevant electrical or system engineering experience within the last ten (10) years (measured back from date of bid closing);
3. Have a minimum of seven (7) years total combined Relevant experience, within the last ten (10) years (measured back from date of bid closing) in at least three (3) of the following areas:
 - a. computer equipment (either in installation or maintenance);
 - b. satellite systems – space segment (either in specification, design or production);
 - c. satellite systems – ground segment (either in installation, or maintenance);
 - d. antennas (either in specification, design, production, installation, or maintenance); or,
 - e. antenna tracking systems and their related equipment (either in specification, design, production, installation, or maintenance).
4. Have a minimum of five (5) years total combined Relevant experience, within the last ten (10) years (measured back from date of bid closing) in at least two (2) of the following areas:
 - a. digital signal processing techniques;
 - b. minicomputer architecture;
 - c. programming and interfacing;
 - d. satellite orbital mechanics; or,
 - e. radio wave propagation.
5. Have Relevant experience in using at least one (1) of the following types of test equipment: spectrum analyser; signal generator; or oscilloscope.

3.4.1.2 Intermediate System Engineer - Qualification Requirements

The Intermediate System Engineer must meet all of the following qualification requirements:

1. Possess a Bachelor's or Master's degree in electrical or system engineering from a recognized Canadian university, or equivalent, as determined in accordance with Section 3.4;
2. Have a minimum of four (4) years Relevant electrical or systems engineering experience within the last ten (10) years, (measured back from date of bid closing);
3. Have a minimum of four (4) years total combined Relevant experience, within the last ten (10) years, (measured back from date of bid closing), in any of the following areas:
 - a. computer equipment (either in installation or maintenance);
 - b. satellite systems – space segment (either in specification, design or production);
 - c. satellite systems – ground segment (either in installation, or maintenance);

- d. antennas (either in specification, design, production, installation, or maintenance); or,
 - e. antenna tracking systems and their related equipment (either in specification, design, production, installation, or maintenance);
 - 4. Have a minimum three (3) years total combined Relevant experience, within the last ten (10) years, (measured back from date of bid closing), in any of the following areas:
 - a. digital signal processing techniques;
 - b. minicomputer architecture;
 - c. programming and interfacing;
 - d. satellite orbital mechanics; or,
 - e. radio wave propagation;
- and,
- 5. Must have experience in using at least one (1) of the following types of test equipment: spectrum analyser; signal generator; or oscilloscope.

3.4.1.3 System Engineer Support Services

Within the scope of the tasks detailed under Section 4.5 of this SOW, the Contractor may be requested to provide a complete range of system engineering support services. These services may include, but are not limited to the following activities, or a combination thereof:

- a. To investigate, implement, test, document, and, or report solutions for second and, or third line maintenance requirements;
- b. To conduct technical studies to produce technical options, validate and assess options, assess technical risks and evaluate designs;
- c. To develop, design and prototype engineering solutions to technical problems;
- d. To generate test plans, procedures and reports;
- e. To prepare drawings, data packages, and systems manuals;
- f. To design, implement, test and modify hardware interfaces to digital computers, and to confirm the correct functioning of hardware/software interfaces;
- g. To provide technical and engineering support for implemented solutions for second and, or third line maintenance requirements (excludes telephone and email support provided under Section 4.3);
- h. To attend Progress Review Meetings; and,
- i. To provide on-site Training.

The activities listed above may be performed by either the Senior or Intermediate System Engineering labour category.

3.4.2 Telecommunication Technician

3.4.2.1 Senior Telecommunication Technician - Qualification Requirements

The Senior Telecommunication Technician must meet all of the following qualification requirements:

1. Possess a diploma or certification as an electronics or communications technologist or technician from a three or four year program at a recognized electronics school, community college or military communications school; or,

Have a minimum of seven (7) years of Relevant experience, within the last ten (10) years, (measured back from date of bid closing), in the maintenance of telecommunication equipment;
2. Have a minimum of seven (7) years of Relevant total combined experience, within the last ten (10) years, (measured back from date of bid closing), for each and all of the following areas (Items a, b, and c below):
 - a. Experience in the use of all of the following types of standard test equipment:
 - i. spectrum analyzers;
 - ii. signal generators; and,
 - iii. oscilloscopes and other test equipment typically found in an electronics facility;
 - b. Experience in Scheduled and Corrective Maintenance procedures, including diagnostics, fault-finding and the repair of electronic equipment in at least two (2) of the following areas (Items i, ii, iii and iv below):
 - i. server/computer hardware and peripheral equipment;
 - ii. satellite tracking equipment;
 - iii. automated built-in test equipment; or,
 - iv. radio frequency receiver systems;and,
 - c. Experience in specifying required electronic and mechanical test equipment for purposes of verification, adjustment, inspection, calibration, repair and operation of highly sophisticated and specialised electronic and mechanical equipment.

3.4.2.2 Intermediate Telecommunication Technician - Qualification Requirements

The Intermediate Telecommunication Technician must meet all of the following qualification requirements:

1. Possess a diploma or certification as an electronics or communications technologist or technician from a three or four year program at a recognized electronics school, community college or military communications school; or,

Have a minimum of four (4) years of Relevant experience, within the last ten (10) years, (measured back from date of bid closing), in the maintenance of telecommunication equipment;
2. Have a minimum of four (4) years of Relevant total combined experience, within the last ten (10) years, (measured back from date of bid closing), for each and all of the following areas (Items a, b, and c below):
 - a. Experience in the use of at least two (2) of the following types of standard test equipment:
 - i. spectrum analyzers;
 - ii. signal generators; or,
 - iii. oscilloscopes and other test equipment typically found in an electronics facility;

- b. Experience in Scheduled and Corrective Maintenance procedures, including diagnostics, fault-finding and the repair of electronic equipment in any of the following areas:
 - i. server/computer hardware and peripheral equipment;
 - ii. satellite tracking equipment;
 - iii. automated built-in test equipment; or,
 - iv. radio frequency receiver systems;
- and,
- c. Experience in specifying required electronic and mechanical test equipment for purposes of verification, adjustment, inspection, calibration, repair and operation of highly sophisticated and specialised electronic and mechanical equipment.

3.4.2.3 Telecommunication Technician Support Services

Within the scope of the tasks detailed under Section 4.5 of this SOW, the Contractor may be requested to provide a complete range of telecommunication technician support services. These services may include, but are not limited to the following activities, or a combination thereof:

- a. To analyze telecommunication system deficiencies;
- b. To investigate, implement, test, document, and, or report telecommunication system level solutions for second and, or third line maintenance requirements;
- c. To provide technical support for implemented solutions for second and, or third line maintenance requirements (excludes telephone and email support provided under Section 4.3);
- d. To liaise with telecommunication sub-system technical personnel to ensure system integrity, performance, reliability, and maintainability;
- e. To support the preparation, planning and development of procurement documentation, such as technical data specifications, plans and drawings;
- f. To conduct design, technical and, or management reviews for monitoring and advising on the implementation of corrections for second and third line maintenance requirements;
- g. To conduct telecommunication system integration testing and evaluation;
- h. To develop test plans for prototypes and full system tests;
- i. To attend Progress Review Meetings; and,
- j. To provide on-site Training.

The activities listed above may be performed by either the Senior or Intermediate Telecommunication Technician labour category.

4 Tasks

4.1 Contract Management Tasks

4.1.1 Appointment of Maintenance Support Manager

The Contractor must appoint a Maintenance Support Manager (MSM). The MSM must have sufficient authority for the overall management and supervisory responsibility of all aspects of the Work to be performed under the Contract. The MSM must be the primary point of contact for the DND Technical Authority (TA).

4.1.2 Progress Review Meetings

The Contractor must prepare and conduct Progress Review Meetings between the Contractor, the Technical Authority and other representatives of Canada.

Progress Review Meetings must be held on a quarterly basis in order to discuss technical issues and problems, the status of outstanding Service Requirement Requests, and other issues of relevance to the management of the Contract.

4.1.2.1 Dates and Locations

The locations of each Progress Review Meeting must be at the Contractor's facility, unless otherwise agreed between the Contractor and the Technical Authority.

Progress Review Meetings will be held at a time that is mutually agreeable to both the Contractor and the Technical Authority.

The Contractor must confirm the dates of each Progress Review Meeting at least two weeks before the start of the Progress Review Meeting.

4.1.2.2 Agenda

The Contractor must prepare and deliver an Agenda for each Progress Review Meeting. Each Agenda (CDRL 001) must conform to DID PM-01 Agenda, and be delivered in accordance with the schedule in Table 3.

4.1.2.3 Minutes

The Contractor must prepare and deliver Minutes for each Progress Review Meeting. Each set of Minutes (CDRL 002) must conform to DID PM-02 Minutes, and be delivered in accordance with the schedule in Table 3.

4.1.2.4 Action Item Log

The Contractor must prepare and deliver an Action Item Log for each Progress Review Meeting. The Action Item Log (CDRL 003) must conform to DID PM-03 - Action Item Log, and be delivered in accordance with the schedule in Table 3.

4.1.3 Monthly Status Report

The Contractor must prepare and deliver a Monthly Status Report. Each Monthly Status Report (CDRL 004) must conform to DID PM-04 - Monthly Status Report, and be delivered in accordance with the schedule in Table 3.

4.1.4 ECPs and ECNs Preparation

All ECPs and ECNs (even if the ECP or ECN relates to Work that would be implemented under Component B) will be prepared and submitted as part of the Work to be undertaken by the Contractor under Component A, as defined in Section 1.3 of this SOW.

4.2 Non-Proprietary NRTSD System Maintenance Tasks**4.2.1 Scheduled Maintenance**

The Contractor must perform all Scheduled Maintenance as defined in Appendix 4.

4.2.2 Scheduled Maintenance Report

The Contractor must deliver a Scheduled Maintenance Report for all activities performed for each Scheduled Maintenance Visit in accordance with CRDL 005.

The Scheduled Maintenance Report (CDRL 005) must conform to DID RP-01 - Scheduled Maintenance Report, and be delivered in accordance with the schedule in Table 3.

4.2.3 CAAL and CP - First Line Corrective Maintenance

As requested by the Technical Authority, the Contractor must provide First Line Corrective Maintenance (CM) of the Non-Proprietary components of the NRTSD System. For avoidance of doubt, the provision of First Line Corrective Maintenance by the Contractor for Non-Proprietary NRTSD System hardware and software at the CAAL and CP installation sites only forms part of the Work to be performed under Component A, as defined in Section 1.3 of this SOW. First Line Corrective Maintenance for Non-Proprietary hardware and software within the NRTSD System at all other NRTSD installation sites will be provided by DND/CF personnel, or their designated representative.

First Line Corrective Maintenance includes the following activities:

1. The re-boot or re-initialization of equipment as required;
2. To run well-defined procedures for Corrective Maintenance;
3. Fault identification and isolation of failed subsystem or Line Replaceable Unit;
4. Reloading Non-Proprietary components of the NRTSD System software; and, or,
5. Swapping out of failed components at the Line Replaceable Unit level with a pre-configured spare supplied by the Contractor.

If all of the above procedures do not restore the NRTSD System, the Contractor must advise the Technical Authority of such, and request further instructions from the Technical Authority.

4.2.4 First Line Corrective Maintenance Response Requirement (CAAL and CP Installation Sites Only)

In response to a request for the provision of First Line Corrective Maintenance at the CAAL and, or CP Installation sites, the Contractor's Corrective Maintenance technician or mobile repair team must be on site within 3 hours of the initial call. The request for the provision of First Line Corrective Maintenance may be submitted by the Technical Authority, or their designated representative.

4.2.5 CAAL and CP First Line Corrective Maintenance Report

For each First Line Corrective Maintenance visit by the Contractor at the CAAL and, or CP installation sites, the Contractor must prepare and deliver a Corrective Maintenance Trip Report. Each Corrective Maintenance Trip Report (CDRL-007) must conform to DID RP-03 Corrective Maintenance Trip Report, and be delivered in accordance with the schedule in Table 3.

4.2.6 Service Requirement Request (SRR) Database

The Contractor must develop and maintain throughout the period of the Contract, a SRR database.

The SRR database is the primary tool through which the Contractor, system operators, maintenance personnel and the Technical Authority can initiate and track the status of all Service Requirement Requests.

The Contractor must host the SRR database that is accessible to system operators, maintenance personnel and the Technical Authority via a web interface.

The SRR database and Web interface must be available to Canada's users 24 hours a day, 365 days a year, and must be fully operational 99% of the time.

The Contractor must create and maintain user accounts for all of Canada's users identified by the Technical Authority throughout the period of the Contract.

The Contractor must provide a user manual for the SRR Database which must conform to CM-01.

A SRR must remain open on the database until the Contractor and the originator officially close it.

At a minimum, the SRR database must contain the following information:

- a. Unique SRR number (automatically generated by the SRR Database)
- b. Severity of the problem (Major or Minor Changes),
- c. System component affected,
- d. Status of the SRR (active, closed, other),
- e. Date opened,
- f. Reporting/initiating agency,
- g. Contractor's point of contact for the SRR,
- h. Description of SRR,
- i. Related SRRs (if any),
- j. SRR type (hardware, software, interface, documentation),
- k. Percent time expended to date on the activity compared to time estimated to completion (if applicable),
- l. Effective release, issue, or version number,
- m. Updated status summary,
- n. Installation and test date,
- o. Expected closing date, and
- p. Other relevant information.

The SRR database must be fully operational and available for use within 30 calendar days after the date of Contract award. The SRR database User's Manual must be delivered, and be to the satisfaction of the Technical Authority, within 30 calendar days after the date of Contract award.

4.2.7 SRR Summary Report

The Contractor must prepare and deliver a SRR Summary Report. Each SRR Summary Report (CDRL-006) must conform to DID RP-02 - SRR Summary Report.

4.3 Technical and Engineering Support via Telephone and Email

The Contractor must provide Technical and Engineering Support to system operators, maintenance personnel and the Technical Authority via telephone, email, or both.

The Contractor must be available to provide Technical and Engineering Support via telephone, email, or both during Normal Business Hours, Monday to Friday, not including statutory holidays observed by Canada. Normal Business Hours are defined as 09:00 – 17:00 local time at the Contractor's place of business.

The Contractor's telephone number for Technical and Engineering Support must be equipped to enable DND; Operators or CF personnel to leave a voice message both during normal business hours and outside of Normal Business Hours.

For all requests for Technical and Engineering Support received by the Contractor via telephone or email, the Contractor must respond to the request with an initial solution within one (1) hour of receipt of the request. For requests submitted outside Normal Business Hours, the Contractor must provide an initial solution strategy within one (1) hour of the start of Normal Business Hours on the next business day.

4.4 Configuration Management

In the course of providing Preventative and Corrective Maintenance, the Contractor may be required to make changes to the configuration of the Non-Proprietary components of the NRTSD System.

The Contractor must provide hardware, software, data and documentation Configuration Management for the Non-Proprietary components of the NRTSD System and ensure that all changes to the Non-Proprietary components of the NRTSD System are submitted for approval and implemented in an orderly and controlled manner.

4.4.1 Configuration Management Plan

The Contractor must deliver a final version of the Configuration Management Plan that details how the Contractor plans to perform Configuration Management for the Non-Proprietary components of the NRTSD System.

The Configuration Management Plan (CDRL 008) must conform to the DID CM-01 Configuration Management Plan, and be delivered in accordance with the schedule in Table 3.

4.4.2 Configuration Changes

A request to change a configuration item may come from many sources; the Technical Authority, operators and maintainers of the system, or the Contractor. In general, such changes arise due to system failures and changes to the operational requirements and capabilities which require design changes or element reworking to the system hardware or software. Changes to the Non-Proprietary components of the NRTSD System configuration must be classified as either Major or Minor Changes. The Technical Authority will determine if the change is Major or Minor in accordance with the terms of the Contract. When a system failure or other out of specification situation occurs and it is reported to the Contractor, a Service Requirement Request (SRR) will be completed and entered into the database. The Contractor must then assign a classification of the change (Major or Minor) to the SRR in accordance with the Technical Authority's determination of the change classification (Major or Minor), and then process the

request accordingly. In general, SRRs for Major Changes should be processed prior to those for Minor Changes.

All Minor Changes must be approved by the Technical Authority prior to their implementation either at the Progress Review Meeting or by email from the Technical Authority. The Contractor must advise the Technical Authority of all configuration changes.

The Contractor must implement Minor Changes with the next issue of the applicable NRTSD System Documentation or software version release of the affected configuration item.

The implementation of all Major Changes, and Configuration Management for Major Changes will be considered to form part of the “As and When Requested” tasks as defined under Section 4.5.2.

4.4.2.1 Minor Changes Definition

Minor Changes are those which are not defined as a Major Changes as defined at 4.5.3 and are generally:

- a. Software upgrades and software patches;
- b. Corrections to documentation errors;
- c. Corrections to software code which do not affect the software logic, design, or mathematical formulations; and,
- d. The addition of clarifying notes to documents or software.

4.4.3 Non-Proprietary components of the NRTSD System Documentation

The Non-Proprietary components of the NRTSD System Documentation that the Contractor is responsible for managing includes the following:

1. Maintenance Manuals;
2. Training Materials; and,
3. Technical Data Packages.

4.4.4 Revised Non-Proprietary components of the NRTSD System Documentation Package

The Contractor must update and deliver Non-Proprietary components documentation impacted by any Minor Changes to the Non-Proprietary components of the NRTSD System configuration that are implemented by the Contractor during the period of the Contract. The updated Non-Proprietary components documentation must be delivered as a revised Non-Proprietary component of the NRTSD System documentation package. Each revised Non-Proprietary components documentation package (CDRL-011) must conform to DID CM-04 - Revised Documentation and Data Package.

4.4.5 Software Release Packages

The Contractor must prepare and deliver a Software Release Package for all and any Minor Changes to a software component of the Non-Proprietary components of the NRTSD System. Each Software Release Package contains the Software Release and Software Release Documentation. The Software Release must be delivered in accordance with the Software Release Deliverable Requirements defined in Section 7.2 of this SOW. The Software Release Documentation (CDRL-012) must conform to DID CM-05 Software Release Package.

4.4.6 Hardware Data Package

The Contractor must prepare and deliver a Hardware Data Package for all and any Minor Changes to a hardware component of the Non-Proprietary components of the NRTSD System. Each Hardware Data Package (CDRL-013) must conform to DID CM-06 Hardware Data Package.

4.5 “As and When Requested” Tasks

The Contractor must perform any of the following tasks, as and when requested by Canada during the Period of the Contract. An obligation for any Work will come into force only when a Task Authorization is approved and issued in accordance with the terms of the Contract. “As and when requested” tasks include:

- Second and Third Line Corrective Maintenance for any Non-Proprietary hardware and, or software within the NRTSD System, at any of the equipment installation sites;
- Configuration Management for Major Changes;
- Procurement of spares;
- Investigation and engineering studies;
- Upgrades and enhancements (excluding those which are Minor Changes); and,
- On site Operator and Maintainer training.

4.5.1 Second and Third Line Corrective Maintenance

As and when requested by the Technical Authority, the Contractor must provide Second and, or Third Line Corrective Maintenance of the Non-Proprietary components of the NRTSD System.

Second Line Corrective Maintenance, as defined in Section 3.3 of this Annex includes:

1. Diagnosis;
2. Repair;
3. Rebuild; and,
4. Overhaul.

Third Line Corrective Maintenance is defined in Section 3.3 of this Annex.

4.5.1.1 Second and Third Line Corrective Maintenance Response Requirement

In the event of a system failure that requires Second Line Corrective Maintenance by the Contractor’s Corrective Maintenance technician or mobile repair team, the Contractor must restore the NRTSD System to operational service within 5 business days of issuance of an approved Task Authorization in accordance with the terms of the Contract. An approved Task Authorization for Third Line Corrective Maintenance, such as the extensive overhaul and repair of equipment at the Contractor’s facility will specify the delivery and installation requirements for completion of the task.

4.5.1.2 Second and Third Line Corrective Maintenance Trip Report

The Contractor must prepare and deliver a Corrective Maintenance Trip Report for each task authorised for the provision of Second Line Corrective Maintenance at any of the installation sites. Each Second Line Corrective Maintenance Trip Report (CDRL-007) must conform to DID RP-03 Corrective Maintenance Trip Report. The Contractor must also prepare and deliver a Corrective Maintenance Trip

Report for each task authorised for the provision of Third Line Corrective Maintenance, where the Third Line Corrective Maintenance is provided on site at a NRTSD System installation location.

4.5.2 Configuration Management for Major Changes

On request of the Technical Authority, the Contractor must deliver to the Technical Authority an Engineering Change Proposal (ECP) and an Engineering Change Notice (ECN), for all Major Changes to the Non-Proprietary components of the NRTSD System. Each ECP (CDRL-009) must confirm to DID CM-02 ECP and each ECN (CDRL-010) must conform to DID CM-02 ECP and DID CM-03 ECN. All ECPs and ECNs will be submitted as part of the Work to be undertaken by the Contractor under Component A, as defined in Section 1.3 of this SOW.

Should Canada decide to proceed to implement a Major Change, an approved Task Authorization for the change will be issued to the Contractor in accordance with the terms of the Contract. Configuration Management for the implementation of the Major Change will form part of any resultant authorized task. In accordance with the approved Task Authorization, the Contractor may be required to deliver a Revised Non-Proprietary components Documentation Package (CDRL-011), Software Release Package, Software Release documentation (CDRL-012), and Hardware Data Package (CDRL-013) for a Major Change.

The Contractor must notify the Technical Authority, or their designated representative where urgent approval of a task request is required, in order to avoid any adverse impact to normal NRTSD System operations. Furthermore, the Contractor must identify any possible interim solutions for the consideration of the Technical Authority, that may be implemented in order to avoid any adverse impact to normal NRTSD System operations.

4.5.3 Major Changes Definition

A Major Change is defined as any of the following changes to the NRTSD System:

- a. NRTSD System Requirements Specification;
- b. Reliability and maintainability;
- c. Testability;
- d. Efficiency;
- e. Interoperability and interface characteristics;
- f. Specified tolerances and operating limits;
- g. Safety;
- h. Training and support resources and procedures;
- i. Skills required to operate or to maintain the system; or,
- j. Overhaul and rebuilding procedures.

4.5.4 Procurement of Spares

An inventory of System Spare Parts is identified in Appendix 3 – System Spare Parts. In accordance with any Task Authorization approved and issued under the Contract, the Contractor may be requested to replenish system spare(s). In the event that the Contractor becomes aware that a spare part or system component is going out of production by an OEM, the Contractor must notify the Technical Authority. The Technical Authority may request that additional spares of such units be procured in accordance with the above procedure.

4.5.5 Special Investigations and Technical Studies

In accordance with any Task Authorization approved and issued under the Contract, the Contractor may be requested to conduct Special Investigations and Technical Studies (SITS) on the Non-Proprietary components of the NRTSD System for the purposes of investigating upgrades or enhancements to the NRTSD System.

4.5.6 Upgrades or Enhancements to the Non-Proprietary components of the NRTSD System

In accordance with any task authorization approved and issued under the Contract, the Contractor may be requested to implement upgrades or enhancements to the Non-Proprietary components of the NRTSD System. As part of any proposal submitted by the Contractor for the implementation of an upgrade or enhancement of the Non-Proprietary components of the NRTSD System, the Contractor must identify any impact (positive or negative) on performance of the Work under Component A, as well as any impact on the terms applicable to the performance of Work under Component A, as defined in Section 1.3 of this Statement of Work. Any additional or reduction in Work required under Component A of Section 1.3 resulting directly from the implementation of the upgrade or enhancement approved by the Technical Authority, will not form part of the Contract until such change is incorporated into the Contract under the authority of the Contracting Authority.

4.5.7 Training

In accordance with any Task Authorization approved and issued under the Contract, the Contractor may be requested to deliver a complete on-site training serial. A complete on-site training serial will include all the necessary training to meet the training objective for each audience, as described in Table 1. The schedule for the provision and completion of training services will be specified in the authorized task. Generally, the completion of the on-site training serial must be within 2 weeks of commencement of the training.

Table 1: Complete on-site Training Serial

Training Audience	Training Objective	Maximum Number of students	Location
Operators	The training required to equip the operators with the knowledge, skills, materials and hands-on experience necessary to perform non-technical First-Line Maintenance.	3	CP
Maintenance Technicians (Crown Personnel Only)	The training required to equip the Maintenance Technicians with the knowledge, skills, materials and hands-on experience necessary to provide first line maintenance for the Non-Proprietary components of the NRTSD System.	6	CAAL Aldergrove or CAMA Masstown

5 DND Support

5.1 CAMA First Line Maintenance

Scheduled Maintenance to be undertaken by the Contractor is detailed in Appendix 4. DND/CF personnel will assist the Contractor by also providing simple Scheduled First Line Maintenance, but those Scheduled Maintenance activities to be undertaken by DND/CF personnel are not detailed in Appendix 4.

At all NRTSD System installation site locations, except for the CAAL and CP installation locations only, Corrective First Line Maintenance of the Non-Proprietary components of the NRTSD System will be performed by DND/CF personnel, or their designated representative. This Corrective First Line Maintenance is restricted to the following:

- Re-boot or re-initialize Non-Proprietary components of the NRTSD System hardware and software components as required;
- Reloading Non-Proprietary components of the NRTSD System Software;
- Fault identification and isolation of failed subsystem or Line Replaceable Unit; and,
- Swapping out of failed components at the Line Replaceable Unit level with a pre-configured spare supplied by the Contractor.

The above listed Corrective First Line Maintenance provided by DND/CF personnel will be conducted in accordance with procedures defined by the Contractor or with the guidance of the Technical and Engineering Support via Telephone provided by the Contractor. As part of its work requirements under Component A, as detailed in Section 1.5, the Contractor will provide Corrective First Line Maintenance of the Non-Proprietary components of the NRTSD System at the CAAL and CP NRTSD System installation locations.

5.2 Government Furnished Equipment

5.2.1 Site Test Equipment and Tools

DND will provide System Test Equipment and tools, as included in Appendix 2 – System Site Inventory for use by the Contractor, in its performance of the Work under this Contract. This GFE must not be removed from the site, and its use by the Contractor is governed by the terms of the Contract. Government Furnished site test equipment forms part of the inventory to be maintained under the Contract.

5.2.2 Training Facilities

DND will provide to the Contractor, classroom facilities at the locations specified in Table 1, for any authorized tasks in which the Contractor is to deliver training services. These classroom facilities will include:

- Desks and chairs for the Contractor's instructor and all students; and,
- A projection screen.

The classroom facilities to be provided to the Contractor for training will not include: a projector, computers or access to the Internet. However, power will be available for use by the Contractor for the purposes of operating Contractor supplied projector(s) and computer(s).

6 Administrative Requirements

6.1 Place of Work

With the exception of site visits to support the accomplishment of the Work to be performed under this SOW, all Work must be carried out at the Contractor's facility.

6.2 Travel

For the performance of the Work under Component A, as defined in Section 1.3 of this SOW, the Contractor must undertake any and all travel necessary for the effective performance of the Work, and with minimal or no negative impact on NRTSD System availability. Any and all travel costs are included within the firm all inclusive monthly rate, as specified in the Contract for performance of the Work under Component A.

For the performance of Work authorized under Component B, as defined in Section 1.3 of this SOW, any and all travel will be in accordance with that which is specified in the task authorization issued by the DND Procurement Authority, and in accordance with the terms of the Contract.

6.3 Site Visits

All visits to DND sites by Contractor or Sub-Contractor personnel require the prior approval of the DND Technical Authority.

The Contractor must submit requests for site visits in the form of a Visit Request. Each Visit Request (CDRL 014) must conform to DID PM-05 Visit Request. All visit requests for planned visits, such as planned Scheduled Maintenance and training, must be submitted by the Contractor to the DND Technical Authority at least 10 calendar days prior to the date of the planned visit.

In case of unplanned site visits, such as those related to Corrective Maintenance, the Contractor must submit the visit request to the Technical Authority at soon as the details of the visit are known.

6.4 Health and Safety

In its performance of the Work, the Contractor must fully comply with all applicable Federal and Provincial statutes covering the health and safety of personnel. Furthermore it must also fully comply with all local health and safety regulations applicable to the installation sites.

6.5 Language Requirements

Performance of the Work may be in either of Canada's official languages, (English or French) but must be, at least in the English language.

7 Deliverables

7.1 Contract Deliverables

Contract Deliverables include those which are deliverable under Component A, as defined in Section 1.3 of this SOW, and as well deliverables which may be specified under any approved task authorization issued to the Contractor under Component B, also as defined in Section 1.3 of this SOW. Generally, deliverables under Component A will be as specified in Table 2:

Table 2: Contract Deliverables

<i>Deliverable</i>	<i>Description</i>	<i>Delivery (Calendar Days)</i>	<i>Quantity</i>	<i>SOW Reference</i>
SW/RP {Release ID }	Software Release Installation Package	For Minor Changes to a Non-Proprietary component of the NRTSD System software component, delivery must be 5 days prior to every second Monthly Status Review Report, unless there have been no changes to the Non-Proprietary components of the NRTSD System software component within the two month period preceding every second Monthly Status Review Report.	Up to 3	1.3 Component A 4.4.5 7.2
CDRL	Data and documentation deliverables listed in Table 3 - Contract Data Requirements List (CDRL) that are applicable to Component A.	As Specified in Table 3	Lot	7.3 See Table 3 for detailed SOW references.

7.2 Software Release Deliverable Requirements

7.2.1 Purpose

The Software Release Installation Package provides DND with the media required to re-install and re-configure any software component of the Non-Proprietary components of the NRTSD System.

7.2.2 Requirements

The form of the Software Release Installation Package will depend on the Contractor's approach for supporting maintenance tasks related to the restoration of a component to operational service after a failure, or the loading of software on a spare component.

It is expected that the Software Release Installation Package will be provided in the form of a collection of software installation CD-ROMs and/or DVDs. It is expected that the software installation media will include:

- An installation application;
- Files that are installed by the installation package;
- Data used during the modification of registry entries or configuration files;
- Release notes; and,
- Other applicable documentation.

The installation software should automate the installation processes as much as possible, minimizing the requirement for user actions during installation.

7.3 Contract Data (Documentation) Deliverables

7.3.1 Contract Data Requirements List (CDRL)

Data and documentation deliverables are listed in the CDRL list presented in Table 3.

Table 3: Contract Data Requirements List

CDRL Item	SOW Component	Description	Delivery (calendar days)	SOW Reference	DID Number
001	A	Agenda {Meeting ID, Date }	Draft Agenda 10 days prior to the scheduled start date of the Progress Review Meeting. Final Agenda 5 days prior to the start of Progress review Meeting.	4.1.2.2	PM-01
002	A	Minutes {Meeting ID, Date }	Draft Minutes 5 days after the end of the Progress Review Meeting. Final Minutes 5 days after DND approval of Draft Minutes.	4.1.2.3	PM-02
003	A	Action Item Log {Date of issuance }	Within 5 days after Progress Review Meeting.	4.1.2.4	PM-03
004	A	Monthly Status Report {Report ID, Date }	Within 10 days after the final working day of the month being reported.	4.1.3	PM-04
005	A	Scheduled Maintenance Report	Within 10 days after a Scheduled Maintenance visit	4.2. 2	RP-01
006	A	SRR Summary Report {Report ID, Date }	Within 10 days after the final working day of the month being reported.	4.2. 7	RP-02
007	B	Corrective Maintenance Trip Report {Report ID, Date }	Within 10 days after a Corrective Maintenance visit	4.5.1.2	RP-03
008	A	Configuration Management Plan	Final version within 10 days after Contract Award	4.4.1	CM-01
009	A	Engineering Change Proposal (ECP ID)	For Technical Authority approval prior to proceeding with detailed design, implantation and testing of a Major Change to the Non-Proprietary components of the NRTSD System configuration	4.5.2	CM-02
010	A	Engineering Change Notice (ECN ID)	For Technical Authority approval prior to installation and operational evaluation of a Major Change to the Non-Proprietary components of the NRTSD System	4.5.2	CM-03

Near-Real Time Ship Detection Capability Maintenance and Support Statement of Work

<i>CDRL Item</i>	<i>SOW Component</i>	<i>Description</i>	<i>Delivery (calendar days)</i>	<i>SOW Reference</i>	<i>DID Number</i>
			configuration		
011	B	Revised Non-Proprietary components of the NRTSD System Documentation Package {Package ID, Date}	Within 10 days of installation and operational evaluation of any Major Change; and,	4.4.4	CM-04
	A		For Minor Changes to a Non-Proprietary component of the NRTSD System, delivery must be 5 days prior to every quarterly Progress Review Meeting, unless there have been no changes to the Non-Proprietary components of the NRTSD System software component within the three month period preceding the quarterly Progress Review Meeting.		
012	B	Software Release Documentation {Release ID, Date}	Within 10 days of installation and operational evaluation of any Major Change to a Non-Proprietary component of the NRTSD System software component; and,	4.4.5	CM-05
	A		For Minor Changes to a Non-Proprietary component of the NRTSD System, delivery must be 5 days prior to every quarterly Progress Review Meeting, unless there have been no changes to the Non-Proprietary components of the NRTSD System software component within the three month period preceding the quarterly Progress Review Meeting.		
013	B	Hardware Data Package {Package ID, Date}	Within 10 days of installation and operational evaluation of any Major Change to a Non-Proprietary component of the NRTSD System hardware component.	4.4.6	CM-06
014	A and B	Visit Request {Date}	Within 10 days of planned visit; or As soon as visit details are available for Corrective Maintenance visits.	6.2	PM-05
015	A	SRR User's Manual	Final version within 30 days of Contract Award	4.2.6	CM-07

7.3.2 Common Documentation Deliverable Requirements

Each documentation deliverable must be delivered in two different electronic formats; a non-editable version compatible with Adobe Acrobat Reader, and an editable version in a format compatible with one or more of the following Microsoft Office software applications:

- a. Microsoft Word 2000,
- b. Microsoft PowerPoint 2000,
- c. Microsoft Excel 2000, and
- d. Microsoft Visio Professional 2002.

Documentation deliverables must be in the English language.

The Contractor must submit electronic documentation deliverables to the DND Technical Authority for review and approval, as attachments to Emails. Hard copy versions of documentation deliverables (up to a maximum of six) must be provided in quantities indicated by the Technical Authority. Documentation deliverables will be considered “delivered” by DND on the date of their receipt, provided that the time of receipt is before the close of business as observed at the destination.

Each document deliverable must display the CDRL number, description, version, and issue date.

8 Data Item Descriptions

8.1 PM-01 Agenda

8.1.1 Purpose

An agenda is to be promulgated for all Progress Review Meetings to provide an outline of items for discussion.

8.1.2 Preparation Instructions

The agenda for each Progress Review Meeting must be prepared following the Contractor's format, and meet the content requirements contained in this DID.

Each agenda must indicate:

- purpose of the meeting;
- time, date, location and expected duration of review, meeting or conference;
- a list of Contractor attendees; and,
- the name and phone number of the meeting co-ordinator.

Where applicable, each agenda must include the following standard following agenda items:

- Item 1 - review of the minutes of the previous meeting, and
- Item 2 - review of progress by the Contractor. This item would include a brief description of progress on actions or problems, if any, identified at the last review.

Where applicable, each agenda must include a list of the Contractor originated items to be addressed. For each item the following must be included:

- the name, position and telephone number of the Contractor's representative responsible for sponsoring the item;
- the objectives to be achieved;
- a brief background of the subject; and,
- where applicable, expected impact on the project in terms of cost, schedule and DND activities.

Where applicable, each agenda must include a list of DND and PWGSC originated items to be addressed, that includes for each item:

- the name, position and telephone number of the DND and PWGSC representative responsible for sponsoring the item,
- the objectives to be achieved,
- a brief background of the subject, and
- where applicable, expected impact on the project in terms of cost, schedule and DND activities.
- other pertinent information such as visit clearances, security arrangements, or any other relevant information that would assist DND and PWGSC personnel.

8.2 PM-02 Minutes

8.2.1 Purpose

The minutes of a meeting reports on the discussion and documents the decisions taken at Progress Review Meetings.

8.2.2 Preparation Instructions

The minutes of each Progress Review Meeting must be prepared following the Contractor's format, and meet the content requirements contained in this DID.

The Contractor must forward to DND in soft copy, draft minutes for review of completeness and accuracy.

Upon approval by the Technical Authority, the minutes must be returned to the Contractor for publication and distribution to meeting attendees.

Each set of meeting minutes must identify the meeting being reported.

Each set of meeting minutes must:

- Describe the discussion and document the decisions taken for agenda items;
- Include copies of briefing materials and discussion documents; and,
- Identify action items added to the action item log as a result of the Progress Review Meeting.

Minutes are only a record of activity and carry no authority. No change to this SOW or other contract documents may be authorised by the minutes of a meeting. Such actions require formal contract amendment by the Contract Authority.

8.3 PM-03 Action Item Log

8.3.1 Purpose

The action item log provides a consolidated record of action items that are generated during meetings, reviews, email correspondence, phone calls, and documentation reviews.

8.3.2 Preparation Instructions

The action item log should be prepared following the Contractor's format, and meet the content requirements contained in this DID.

The action item log should contain a consecutive list of Action Items cross-referenced to the meeting at which the Action Item was assigned.

Each action item record must contain:

- Unique identify;
- Description of the Action Item;
- Source of the Action Item (e.g. the meeting at which the Action Item was recorded);
- Organization responsible for completing the action;
- Agreed closure date;
- Current status; and,

- Objective evidence of closure when closed.

8.4 PM-04 Monthly Status Report

8.4.1 Purpose

The Monthly Status Report allows the Technical Authority to track the activities that have been accomplished by the Contractor for the month being reported.

8.4.2 Preparation Instructions

Each issue of the Monthly Status Report must be prepared following the Contractor's format, and meet the content requirements contained in this DID.

The monthly report must include a list of all active Task Authorizations and when applicable, all Software Release Installation Packages implemented during the month.

Each monthly report must include the status of all Configuration Management activities as follows:

- list the current active release number and date of all modified configuration items;
- list the status of all active configuration changes (Engineering Change Proposals and Engineering Change Notices) including the item affected, the expected closure date, and the release number in which the change will be incorporated; and,
- list the closed configuration changes.

8.5 PM-05 Visit Request

8.5.1 Purpose

The visit of Contractor personnel to a DND facility requires that the DND Technical Authority submit and gain approval of a visit clearance request from each DND facility to be visited. The visit request provides the information required by the DND Technical Authority to generate the required visit clearance request on behalf of the Contractor.

8.5.2 Preparation Instructions

Each Visit Request will be prepared following the Contractor's format, and meet the content requirements contained in this DID.

Each Visit Request must include the following information:

- DND facility to be visited;
- Purpose of visit; and,
- Proposed dates.

For each member of the Contractor's team participating in the visit, the Visit Request must include:

- Full Name;
- Date of Birth;
- Security clearance level (if required);
- PWGSC CISD's Security Clearance ID # (if required); and,

- Photo ID document description and serial number (e.g. US Passport number ABC123456, Yukon Drivers License number 666666666).

Visit requests may be embedded in email correspondence directed to the DND Technical Authority.

8.6 RP-01 Scheduled Maintenance Report

8.6.1 Purpose

The aim of the Scheduled Maintenance report is to describe maintenance performed on site by the Contractor as well as possible deficiencies of any components that may require Corrective Maintenance in the near future.

8.6.2 Preparation Instructions

The Scheduled Maintenance Report must be in the Contractor's format and must include:

- Site and date of the Scheduled Maintenance visit;
- Task Title and description;
- Observations;
- Recommended system changes; and,
- Other suggested recommendations.

8.7 RP-02 SRR Report

8.7.1 Purpose

The SRR Report allows the Technical Authority to track the status of all Service Requirement Requests.

8.7.2 Preparation Instructions

The SRR Report must be prepared following the Contractor's format, and meet the content requirements contained in this DID.

The SRR Report must include:

- a list of newly opened Service Requirement Requests (SRRs);
- a list of SRRs that are ready to be closed; and,
- for each open SRR, a brief description, its classification as a Major or Minor Change (if applicable), priority, the personnel classification involved (including all subcontractors), the percent of the work completed, the estimated completion date, and any other relevant comments.

8.8 RP-03 Corrective Maintenance Trip Report

8.8.1 Purpose

The Corrective Maintenance Trip Report describes Corrective Maintenance performed on site by the Contractor.

8.8.2 Preparation Instructions

The Corrective Maintenance Trip Report must be in the Contractor's format and must include:

- Site and date of CM visit;
- Background information on the hardware or software system involved and symptoms;
- Related SRR;
- Description of Problem;
- Diagnostic and troubleshooting procedures conducted;
- Identified cause of Problem;
- Repair actions taken (temporary or permanent);
- Further actions required (if any); and,
- Recommended system changes and other suggested recommendations.

8.9 CM-01 Configuration Management Plan

8.9.1 Purpose

The Configuration Management plan provides DND with the Contractor's Configuration Management policies and describes the organization and procedures which the Contractor intends to use to implement them.

8.9.2 Preparation Instructions

The Configuration Management plan must be prepared following the Contractor's format, and meet the content requirements contained in this DID.

The Configuration Management plan must describe how the Contractor will implement the Configuration Management tasks described in Section 4.4, and incorporate the procedures described in Sections 4.4.1 and 4.5.2 into the Contractor's Configuration Management procedures.

The Configuration Management plan must include:

- A complete list of configuration items to be managed by the Contractor during the period of the contract;
- The Contractor's Configuration Management organization and their responsibilities and interfaces;
- All applicable Configuration Management policies and directives;
- The specific Configuration Management processes and procedures. The steps taken from the Contractor first requiring a change or problem report through to issuing a new release or configuration item update must be described;
- All Configuration Management documents and their staffing and control; and,
- The Configuration Management procedures that will be applied to subcontractors.

8.10 CM-02 Engineering Change Proposal (ECP)

8.10.1 Purpose

The Engineering Change Proposal (ECP) provides DND with insight into proposed Major Changes to the Non-Proprietary components of the NRTSD System and the issue the proposed change is expected to resolve.

8.10.2 Preparation Instructions

The ECP must be prepared following the Contractor's format, and meet the content requirements contained in this DID for all Major Configuration Changes submitted to the Technical Authority for approval. The ECP must include the following information:

- ECP number;
- Related SRR;
- System, unit, module, item, module, or part affected;
- All documents affected by the configuration change;
- Functional description of the proposed change;
- Release/version number and date of release; and,
- Effects upon other systems, performance, operations, maintenance procedures, personnel, training, etc (if applicable).

8.11 CM-03 Engineering Change Notice (ECN)

8.11.1 Purpose

The Engineering Change Notice (ECN) provides DND with detailed design, implementation plan and testing plan for approved ECPs for Major Changes to the Non-Proprietary components of the NRTSD System.

8.11.2 Preparation Instructions

The ECN must be prepared following the Contractor's format, and meet the content requirements contained in this DID. Each ECN must include the following information:

- ECN number;
- Related SRR and ECP;
- System, unit, module, item, or part affected;
- A complete technical description of the change;
- A copy of all test procedures and test results addendum;
- A copy of the redline changes to all documents and computer listings;
- The hardware or software release/version number incorporating the redline changes; and,
- The expected installation date.

8.12 CM-04 Revised Documentation and Data Package

8.12.1 Purpose

The Revised Documentation Package provides DND with the latest versions of Non-Proprietary components documentation impacted by changes to the Non-Proprietary components of the NRTSD System configuration.

8.12.2 Preparation Instructions

The Revised Documentation Package must be in the Contractor's format and must include the following:

- A summary of changes to Non-Proprietary components of the NRTSD System documentation included in the Documentation Package; and,
- A copy of the latest version of the Non-Proprietary components of the NRTSD System documentation with all changes incorporated into the documents.

In cases where Non-Proprietary components of the NRTSD System documentation remains unchanged from the previous issue of the Revised Documentation Package, the unchanged version of the Non-Proprietary components of the NRTSD System document is not required to form part of the Revised Documentation Package.

8.13 CM-05 Software Release Package

8.13.1 Purpose

The Software Release documentation provides DND with release specific information and instructions for reinstallation.

8.13.2 Preparation Instructions

Release notes that accompany the software release must be prepared following the Contractor's format, and must include the following content:

- Identification of the software build to which the release notes relate;
- Changes in software functionality since previous release of software provided to DND;
- Instructions for un-installing previous builds, or reference to applicable documentation;
- Build-specific instructions for installation and configuration, tailored for the DND-specific hardware platform, operating system, and configuration requirements;
- Instructions for verifying the correct installation and configuration of the build;
- Identification of possible problems and known defects;
- List of related documents that are applicable to the release, but not included with the release package; and,
- Supplemental corrections or additions, prepared in the form of an errata, to a documentation deliverable or other document that is applicable to the release, where the document is already approved or is a standard COTS document.

8.14 CM-06 Hardware Data Package

8.14.1 Purpose

The Hardware Data Package provides the Technical Authority with documentation providing a technical description of new or changed hardware components of the Non-Proprietary components of the NRTSD System.

8.14.2 Preparation Instructions

The Hardware Data Package must be in the Contractor's format and must include the following information specific to the new or changed hardware component:

- Hardware component Name;
- Description of the component;
- Manufacturer;
- Part Number;
- Model Number;
- Replacement Cost;
- Weight; and,
- Physical dimensions.

8.15 CM-07 SRR User's Manual

8.15.1 Purpose

The SRR User's Manual provides operators, maintainers and the Technical Authority with a detailed manual in the use of the SRR web user interface database.

8.15.2 Preparation Instructions

The SRR User's Manual must be prepared following the Contractor's format, using the content guidance contained in this DID.

The SRR User's Manual must include:

- Description of all menus
- Description on how to use the tool
- Troubleshooting Section

APPENDIX 1

SYSTEM DESCRIPTION

Appendix 1 – System Description provides the context of the NRTSD System, describes its stakeholders, and the capabilities of each site which forms part of the NRTSD System. The appendix also details the physical infrastructure provided by DND which supports the sites, as well as the communications infrastructure which links the NRTSD System locations, and provides linkages to other DND networks and to the Internet.

APPENDIX 2

SYSTEM SITE INVENTORY

Appendix 2 – System Site Inventory details:

- the COTS hardware and software, equipment tools, as well as the antenna system hardware and software that forms part of the NRTSD System for which the Contractor is to provide maintenance services in accordance with this Statement of Work;
- Manufacturer, Model Number, and Part Number information for the NRTSD System COTS hardware and software, as well as the antenna system hardware and software;
- Sites where the NRTSD System COTS hardware and software, as well as the antenna system hardware and software is located, and the associated quantity.

Appendix 2 forms part of the PWGSC Distributed Documentation to be released to bidders in accordance with Part 2 of the bid solicitation.

APPENDIX 3

SYSTEM SPARE PARTS

Appendix 3 – System Spare Parts details:

- the inventory of NRTSD System Non Proprietary equipment held by DND;
- Manufacturer, Model Number, and Part Number information for the NRTSD System Non Proprietary equipment held by DND;
- Location where the inventory is held, and the associated quantity held.

Appendix 3 forms part of the PWGSC Distributed Documentation to be released to bidders in accordance with Part 2 of the bid solicitation.

APPENDIX 4

SCHEDULED MAINTENANCE

Appendix 4 – Scheduled Maintenance details:

- Equipment for which Scheduled Maintenance is to be performed;
- Scheduled Maintenance tasks;
- Frequency on which the Scheduled Maintenance tasks are to be performed; and,
- Equipment location information.

Appendix 4 forms part of the PWGSC Distributed Documentation to be released to bidders in accordance with Part 2 of the bid solicitation.



CLAIM FOR EXCHANGE RATE ADJUSTMENTS DEMANDE DE RAJUSTEMENT DU TAUX DE CHANGE

Contractor Name - Nom de l'entrepreneur	PWGSC File No. - N° du dossier de TPSGC
Contract No. - N° du contrat	Item/Invoice No. - N° d'article/de facture

Basis of payment for this exchange rate adjustment is detailed in Article _____ of the above-referenced contract.

La base de paiement visée par ce rajustement du taux de change est décrite en détail à l'article _____ du contrat susmentionné.

**Foreign Currency Component (FCC) and Exchange
Rates used at time of Bid Solicitation and/or Contract
Negotiation**

**Montant en monnaie étrangère et taux de change
utilisés au moment de la demande de soumissions
et(ou) de la négociation du contrat**

Date

Item Article	Unit FCC in Foreign Funds Prix unitaire en devises étrangères (1)	Quantity Quantité (2)	Conversion Factor (initial) Facteur de conversion (initial) (3)	FCC in Canadian Funds Montant en dollars canadiens (1 x 2 x 3) = (4)

Calculation for Exchange Rate Adjustments

Demande de rajustement du taux de change

Date

Item Article	Unit FCC in Foreign Funds Prix unitaire en devises étrangères (5)	Quantity Quantité (6)	Conversion Factor (claimed) Facteur de conversion (réclamé) (7)	Total Amount Claimed - in Canadian Funds Montant total demandé - en dollars canadiens (5 x 6 x 7) = (8)

Exchange Rate Adjustment Amount = (8) - (4)
Montant du rajustement du taux de change = (8) - (4)



Government of Canada
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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		2. Branch or Directorate / Direction générale ou Direction
DND		ADM (IM)/DIMTPS
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 Software and Hardware LSMM Support for the Polar Epsilon Near Real Time Ship Detection (NRTSD) Non-Proprietary Systems		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input type="checkbox"/> No / Non <input checked="" 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 type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

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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 ☐ Yes
Non Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

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

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

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGHT
TRÈS SECRET - SIGHT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:

Commentaires spéciaux :

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 ☒ Yes
Non Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? ☐ No ☒ Yes
Non 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 ☐ Yes
Non 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 ☐ Yes
Non 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 ☐ Yes
Non 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 ☐ Yes
Non 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 ☐ Yes
Non Oui

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Canada



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UNCLAS

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non ☐ Yes
Oui

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

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non ☐ Yes
Oui

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



Application for Permission to Subcontract

INSTRUCTIONS

1. Forward 6 copies
2. Complete in accordance with the subcontracting provisions of the contract and expoanatory notes on page 2 of this form.
3. Use Supplementary Sheets when additional space required.

Prime Contractor	File no.
Subcontractor	Contract serial no.
Subcontractor's address (in full)	Prime's subcontract ref. no. (attach copy)

1. Reason for subcontract (or amendment to subcontract)

2. Description in full of work to be subcontracted

Quantity	Unit price	Value of amendment	Total value
3. Is subcontractor equipped to do work'? ▶ <input type="checkbox"/> Yes <input type="checkbox"/> No If no, state how is equipment to be acquired ▶			
4. Basis for selection of subcontractor (e.g. location, ability, price, nature of work, etc.)			
5. Dollar value of work to be done by subcontractor (if any)		Date delivery to be completed	
6. Basis for payment of subcontract (if prime contract was awarded on a firm price basis as a result of a competitive bid solicitation and not through negotiation, do not complete section 6).			
<input type="checkbox"/> (A) At a firm price, resulting from not less than two competitive bids (attach list).			
<input type="checkbox"/> (B) At a negotiated price, based on costs calculated in accordance with Contract Cost Principles, PWGSC-TPSGC 1031-2, and subject to audit at the discretion of the Department of Public Works and Government Services (specify basis in detail and attach a statement from the contractor estimating the percentage of profit).			
<input type="checkbox"/> (C) Reimbursement of costs plus profit, on basis indicated below, and calculated in accordance with Contract Cost Principles, PWGSC-TPSGC 1031-2.			
<input type="checkbox"/> (i) Cost plus a percentage of cost of _____ %		<input type="checkbox"/> (ii) Cost plus a fixed fee of _____ \	
<input type="checkbox"/> (iii) Target price (specify terms and profit limitation)		<input type="checkbox"/> (iv) Other (attach full details)	
<input type="checkbox"/> (D) Other significant price features:			

7.

☐ We recommend placement of this subcontract and certify that it is to be subject to General Conditions PWGSC-TPSGC

☐ We recommend placement of this sub subcontract and certify that it is to be subject to General Conditions PWGSC-TPSGC

☐ All contractual requirements of the prime contract are contained in the proposed subcontract.

Authorized signature of proposed Subcontractor	Date
Prime Contractor (firm name and authorized signature)	Date

This subcontract proposal has been examined and, in the opinion of the undersigned, the work covered thereby is considered necessary to the performance of the contract, approval is recommended.

PWGSC Contracting Officer	Date
---------------------------	------

APPROVAL

Consent to sublet is hereby granted pursuant to General Conditions PWGSC-TPSGC

Branch/Region of Public Works and Government Services Canada	Signing authority	Date
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INSTRUCTIONS

The purpose of the PWGSC-TPSGC 1 1 37 form is to present a summary, in as complete and brief a form as possible, of the details of the subcontract proposed to be entered into, and of the circumstances supporting the recommendation. The following paragraphs indicate some of the information which must be clearly outlined on the PWGSC-TPSGC 1137 form as it applies to the recommended subcontractor:

1. If a lower bid than that recommended is rejected, adequate reasons must be given for such a rejection. Also, if any lower bid is withdrawn, this should be identified and mentioned.
2. Where bids were invited from all known sources of supply, this should be stated. If, for any reason, a restricted bid list was used, an explanation should be given.
3. When due to some specific requirement in the item to be purchased, there is only one source of supply, explain this requirement. It should be noted that in this case the purchase must be on the basis of a negotiated price in accordance with Section 6 (b) or a cost reimbursable price under Section 6 (c).
4. A negotiated firm price or a single bid firm price must be supported by the required certifications forwarded by a subcontractor. Also every effort should be made to further support such firm prices by comparison with previous purchases, cost breakdown, etc., and the reason why the prices are considered fair and reasonable should be stated.
5. Where a negotiated firm price has been obtained, a clear statement that the Discretionary Audit Clause will form part of the subcontract is necessary.
6. Where a firm price, in Canadian funds, on goods to be imported is supported by a certificate of profit or mark up, the rate of exchange used in calculating the laid-down cost must be shown. In addition, any proposed escalation in price due to fluctuations in the exchange must be explained. If goods are to be imported, your subcontractor should supply a certificate that the prices charged are not in excess of those that would be charged to their own government for similar goods in like quantities. Explain any other
7. Where after consent to subletting a portion of a contract has been granted on a cost reimbursable basis it becomes evident to the prime contractor that the value of the work which is being sublet will exceed the amount authorized by over 15%, the prime contractor should immediately forward revised copies of form PWGSC-TPSGC 1 1 37 to the branch/region concerned.

NOTE: (1) Where approval requested is for a sub subcontract, read those words in place of subcontract.

Annex "G"
Form DND 626

DRAFT PRELIMINARY QUOTE

DEPARTMENT OF NATIONAL DEFENCE
REQUISITION ON A CONTRACT

MINISTÈRE DE LA DÉFENSE NATIONALE
DEMANDE RELATIVE À UN CONTRAT

SHIP TO - EXPÉDIER À Department of National Defence MGen George R Pearkes Building Ottawa, Ontario K1A 0K2 Attention:		TO THE CONTRACTOR You are requested to supply the following materiel/services in accordance with the terms of the above referenced contract. Only materiel/services included in the contract shall be supplied against this requisition. Any delivery of goods shall be accompanied by a packing note or delivery slip. Please advise the undersigned if the delivery date cannot be met. Invoices shall be prepared in accordance with the instructions set out in the contract.	
SUPPLIER - FOURNISSEUR		À L'ENTREPRENEUR Vous êtes prié de fournir le matériel ou les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls le matériel ou les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande. Une livraison des biens doit être accompagnée d'un bordereau d'emballage ou de livraison. Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.	
CONTRACT # # DU CONTRAT	REQUISITION # # DE COMMANDE	AMENDMENT # # DE MODIFICATION	DELIVERY DATE DATE DE LIVRAISON
FINANCIAL CODING - CODE FINANCIER		AMOUNT - MONTANT	PROVINCIAL SALES TAX TAXE DE VENTE PROVINCIALE <input type="checkbox"/> EXIGIBLE <input type="checkbox"/> NON-EXIGIBLE LIC # AUTH - AUTORI # DE LICENCE
PREVIOUS VALUE VALEUR PRÉCÉDENTE	VAL OF INC/DEC AUG/DIM GST INC/DEC AUG/DIM	TOTAL - TOTAL	
FOR FURTHER INFORMATION CALL - POUR RENSEIGNEMENT SUPPLÉM: The Technical Authority/l'Expert technique:			
NAME/NOM:		TEL/TÉL:	
		DATE/DATE:	
CERTIFIED PURSUANT TO SECTION 32 OF THE FINANCIAL ACT CERTIFIÉ EN VERTU DE L'ARTICLE 32 DE LA LOI SUR LA GESTION DES FINANCES PUBLIQUES		APPROVED FOR MINISTER - APPROVÉ POUR LE MINISTRE	
NAME/NOM DATE/DATE		NAME/NOM: DATE/DATE:	

ANNEX "G"
Form DND 626

CONTRACT # # DU CONTRAT		REQUISITION # # DE COMMANDE		PAGE 2 OF 2 PAGE DE	
ITEM # # DE L'ART	ITEM DESCRIPTION DESCRIPTION DE L'ARTICLE	U OF I U DE D	QUANTITY QUANTITÉ	U PRICE PRIX U	EXT PRICE PRIX TOT PRÉVU
	<u>Attachment: Annex A SOW</u>				

(DND 626 FORM)

Dist: Contractor - (original)
Technical Authority - (copy)