

**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**

|   |  |
|---|--|
| <b>Title - Sujet</b><br>SENIOR TECHNICIAN GLCS FY 12/13   |  |
| <b>Solicitation No. - N° de l'invitation</b><br>W8476-133949/A  | <b>Date</b><br>2013-01-16                    |
| <b>Client Reference No. - N° de référence du client</b><br>W8476-133949   |  |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$\$ZH-129-25329  |  |
| <b>File No. - N° de dossier</b><br>129zh.W8476-133949   | <b>CCC No./N° CCC - FMS No./N° VME</b>       |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2013-02-05</b>  |  |
| <b>Time Zone</b><br><b>Fuseau horaire</b><br>Eastern Standard Time<br>EST   |  |
| <b>F.O.B. - F.A.B.</b><br><b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>   |  |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Spivack, Jessica   | <b>Buyer Id - Id de l'acheteur</b><br>129zh  |
| <b>Telephone No. - N° de téléphone</b><br>(819) 956-0151 ( )  | <b>FAX No. - N° de FAX</b><br>(819) 956-2675 |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br><br>Specified Herein<br>Précisé dans les présentes |  |

**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**

Training and Specialized Services Division/Division de la formation et des services spécialisés  
 11 Laurier St. / 11, rue Laurier  
 10C1, Place du Portage  
 Gatineau, Québec K1A 0S5

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

## **TABLE OF CONTENTS**

### **PART 1 - GENERAL INFORMATION**

1. Introduction
2. Summary
3. Eligible Bidders
4. Debriefings
5. Conflict of Interest

### **PART 2 - BIDDER INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws
5. Basis for Canada's Ownership of Intellectual Property

### **PART 3 - BID PREPARATION INSTRUCTIONS**

1. Bid Preparation Instructions

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

1. Evaluation Procedures
2. Basis of Selection

### **PART 5 - CERTIFICATIONS**

1. Certifications Required Precedent to Contract Award

### **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

1. Security Requirement
2. Controlled Goods Requirement

### **List of Attachments**

Attachment 1 to Part 1, Non-Disclosure Agreement  
Attachment 1 to Part 3, Pricing Schedule  
Attachment 1 to Part 4, Technical Criteria  
Attachment 1 to Part 5, Certifications Precedent to Contract Award

## **PART 7 - RESULTING CONTRACT CLAUSES**

1. Statement of Work
2. Standard Clauses and Conditions
3. Security Requirement
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. Defence Contract
12. Foreign Nationals (Canadian Contractor)
13. Insurance Requirements
14. Controlled Goods Program

### **List of Annexes:**

|           |  |
|-----------|--|
| Annex "A" | Statement of Work  |
| Annex "B" | Basis of Payment   |
| Annex "C" | Security Requirements Check List   |
| Annex "D" | DND 626, Task Authorization Form   |
| Annex "E" | Sample MS Office Excel Spreadsheet for Periodic Usage Reports - Contracts with TAs |

---

## PART 1 - GENERAL INFORMATION

### 1. Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: 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, the Security Requirements Checklist, DND 626 Task Authorization Form and Sample MS Office Excel Spreadsheet for Periodic Usage Reports - Contracts with Tas.

The Attachments include the Non-Disclosure Agreement, Pricing Schedule, Technical Criteria, and Certifications Precedent to Contract Award

### 2. Summary

The Department of National Defence's Project Management Office Light Weight Towed Howitzer (PMO LWTH) is an integral part of Directorate Armament Sustainment Program Management (DASPM) and requires the services of one (1) Senior Technician. The Senior Technician will support the implementation and fielding through Director Land Command System Program Management (DLCSPM) of the Gun Line Communication System (GLCS), which allows the M777 Howitzer to transfer and receive Data communications through the Enhanced Position Location Reporting System (EPLRS). The Senior Technician will also assist in integrated logistics support activities related to the GLCS implementation and will also support software development by liaising with the Land Software Engineering Center (LSEC). The Senior Technician shall participate in the configuration and requirements management of the Project Management Office (PMO).

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)" (<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 a preference for Canadian services.

---

## RESOURCES

The Bidder must provide on an as-and-when-requested basis the following resource category at contract award: one (1) Senior Technician.

The estimated level of effort for the resource is 240 days per year.

The period of the Contract is from date of Contract for a period of 1 year with an irrevocable option to extend the term of the Contract by up to 2 additional one year periods.

### 3. Eligible Bidders

- (a) This Bid Solicitation is issued against the TEMS Supply Arrangement (SA), PWGSC File No. E60ZH-070002, all terms and conditions of the TEMS SA apply and shall be incorporated into any resulting contract.
- (b) The requirement described herein is open only to PWGSC TEMS Pre-qualified suppliers in all of the following TEMS SA Streams:

Stream 2 – General Engineering and Related Services of the TEMS SA:

1. ADGA Group Consultants
2. Airborne Systems Canada Ltd.
3. Ajilon Consulting
4. Amtek Engineering Services Ltd
5. BMT Fleet Technology
6. C-Core
7. Calian Ltd.
8. Fleetway Inc.
9. General Dynamics Canada Ltd.
10. International Safety Research Inc.
11. Promaxis Systems
12. Valcom Consulting Group

### 4. 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.

### 5. Conflict of Interest

Because the work to be performed under the Contract includes the preparation of Statements of Work (SOWs), bid solicitations, or specifications, and/or involves the evaluation of bids, in order to avoid any conflict of interest or appearance of conflict of interest, the Contractor acknowledges that it will not be eligible to bid, either as a prime contractor or as a subcontractor (including as an individual resource), or to assist any third party in bidding, on any requirement relating to the work performed by the Contractor or involving the participation of the Contractor in the evaluation of bids. Canada will disqualify any bid for which the Contractor is the bidder or is otherwise involved in the bid either as a subcontractor, as an

Solicitation No. - N° de l'invitation

W8476-133949/A

Amd. No. - N° de la modif.

File No. - N° du dossier

129zhW8476-133949

Buyer ID - Id de l'acheteur

129zh

CCC No./N° CCC - FMS No/ N° VME

W8476-133949

---

individual resource, or as someone (either itself or its employees) who advised or otherwise provided assistance to the bidder.

The Contractor must obtain the completed and signed Non-Disclosure Agreement in Attachment 1 to Section 1, Non-Disclosure Agreement from its employees, subcontractors, or agents prior to being given access to information by or on behalf of Canada in connection with the Work

Solicitation No. - N° de l'invitation

W8476-133949/A

Amd. No. - N° de la modif.

File No. - N° du dossier

129zhW8476-133949

Buyer ID - Id de l'acheteur

129zh

CCC No./N° CCC - FMS No/ N° VME

W8476-133949

---

**ATTACHMENT 1 to SECTION 1  
NON-DISCLOSURE AGREEMENT**

The Contractor must not, without the prior written permission of the Contract Authority, disclose to anyone, other than an employee or a subcontractor with a need to know, the information or documentation it has access to during the performance of the Work under the Contract. Prior to commencing the Work under the Contract, the Contractor shall require its employees or subcontractors who will be performing Work under the Contract or who are provided access to the Work to sign a Statement of Non-Disclosure in the form set out below.

Non Disclosure Statement Agreement

I, [Name of the resource], recognize that in the course of my work as an employee or subcontractor of [Name of the Contractor], I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Number [Contract number] between Her Majesty The Queen in Right of Canada, represented by the Minister of National Defence and [Name of the Contractor], including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

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

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

I agree that the obligation of this agreement will survive the completion of the Contract Number: [Contract number].

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

Date \_\_\_\_\_

---

## 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 Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2003 (2012-11-19) 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) calendar days

### 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 five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

The Department of National Defence has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

## 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)  
 Section II: Financial Bid (1 hard copy)  
 Section III: Certifications (1 hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](#)

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to :

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### Section I: Technical Bid

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

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

---

## Section II: Financial Bid

- 1.1.1 Bidders must submit their financial bid in Canadian funds and in accordance with the Pricing Schedule detailed below in Attachment 1 to Part 3. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.
- 1.1.2 Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and GST or HST excluded.
- 1.1.3 When preparing their financial bid, bidders should review the basis of payment in Annex B and clause 1.2, Financial Evaluation, of Part 4.
- 1.1.4 The rates included in the pricing schedule detailed in Attachment 1 to Part 3 exclude the total estimated cost of all travel and living expenses that may need to be incurred for Work described in Part 7, Resulting Contract Clauses, of the bid solicitation required to be performed outside the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. *The National Capital Act* is available on the Justice Website: <http://laws.justice.gc.ca/eng/acts/N-4/>
- 1.1.5 Bidders should include the following information in their financial bid:
- A. Their legal name;
  - B. Their Procurement Business Number (PBN); and
  - C. The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to:
    - i. their bid; and
    - ii. any contract that may result from their bid.

## 1.2 Exchange Rate Fluctuation

C3011T(2010-01-11), Exchange Rate Fluctuation

## Section III: Certifications

Bidders must submit the certifications required under Part 5.

---

## ATTACHMENT 1 to PART 3 PRICING SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid for each of the periods specified below its quoted all inclusive per diem rate (in Cdn \$) for the Senior Technician.

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

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

- a. work described in Part 7, Resulting Contract Clauses, of the bid solicitation required to be performed within the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. *The National Capital Act* is available on the Justice Website: <http://laws.justice.gc.ca/eng/acts/N-4/> ;
- b. travel between the successful bidder's place of business and the NCR; and
- c. the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

**\*See Attached Automated Pricing Schedule\***

## **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 evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **1.1 Technical Evaluation**

##### **1.1.1. Mandatory Technical Criteria**

Refer to Attachment 1 to Part 4

#### **1.2 Financial Evaluation**

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

### **2. Basis of Selection**

- 2.1** A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## ATTACHMENT 1 to PART 4 TECHNICAL CRITERIA

### 1. Mandatory Technical Criteria

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

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

| <b>Mandatory Technical Criteria (MT)</b> |   |
|--|---|
| <b>Number</b>                            | <b>Mandatory Technical Criterion</b>  |
| <b>MT1</b>                               | Must have a minimum of a university undergraduate degree <b>OR</b> a college diploma in any field;  |
| <b>MT2</b>                               | Must have a minimum of five (5) years of experience as a Technician.  |
| <b>OR</b>                                |   |
| <b>MT1</b>                               | Must have a minimum of a secondary school graduate diploma/certificate  |
| <b>MT2</b>                               | Must have a minimum of eight (8) years of experience as a Technician  |
| <b>MT3</b>                               | The proposed candidate shall have a minimum of two (2) years of demonstrated experience in the past ten (10) years in one or more of the following disciplines: project management experience or experience writing technical procurement documents |
| <b>MT4</b>                               | The proposed candidate shall have a minimum of 12 months of demonstrated experience within the last 60 months in the implementation of the EPLRS radio.   |
| <b>MT5</b>                               | The proposed candidate shall have a minimum of 12 months of demonstrated experience within the last 60 months related to the integration of software associated with C3 application;  |
| <b>MT6</b>                               | The proposed candidate shall have a minimum of 24 months of demonstrated experience in the past 72 months in testing of military communications equipment;  |
| <b>MT7</b>                               | The proposed candidate shall have prepared and provided a minimum one (1) training package within the last five (5) years.  |

---

## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation 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 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, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### 1. Mandatory Certifications Required Precedent to Contract Award

#### 1.1 Code of Conduct and Certifications - Related documentation

1.1.1 By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

### 2. Additional Certifications Precedent to Contract Award

The certifications listed below 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

Solicitation No. - N° de l'invitation

W8476-133949/A

Amd. No. - N° de la modif.

File No. - N° du dossier

129zhW8476-133949

Buyer ID - Id de l'acheteur

129zh

CCC No./N° CCC - FMS No/ N° VME

W8476-133949

---

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.

## ATTACHMENT 1 to PART 5 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

### 1. Federal Contractors Program

#### 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 is subject to the FCP or, if the Bidder is a joint venture and if any of the members of the joint venture is subject to the FCP, evidence of the commitment made by the Bidder or by each member of the joint venture who is subject to the FCP must be provided by the Bidder before the award of any contract resulting from the bid solicitation.

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. The Bidder or, if the Bidder is a joint venture, any of the members of the joint venture who 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 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 permanent full-time, permanent part-time 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 permanent full-time, permanent part-time 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, has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_ .

Further information on the FCP is available on the HRSDC Web site.

## 1.2 Former Public Servants 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 spending 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 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; and
- 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:

- 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; and
  - 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 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.

#### **1.3 Status and Availability of Resources**

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

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

#### **1.4 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.

---

## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 1. Security Requirement

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

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work 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.

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

1.3 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. Controlled Goods Requirement

A9130T (2011-05-16) Controlled Goods Program

## PART 7 - RESULTING CONTRACT CLAUSES

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

### 1. Statement of Work

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

#### 1.1 Task Authorization

- a. Work described at Annex A, Statement of Work, will be performed under the Contract on an “as and when requested basis”.
- b. With respect to the Work mentioned under paragraph 1.1 a. of this clause,
  - 1) an obligation will come into force only when the Contractor receives a Task Authorization (TA), inclusive of any revisions, authorized and issued in accordance with this clause, and only to the extent designated in the authorized TA;
  - 2) the TA Authority and limit will be determined in accordance with paragraph 1.1.1 of this clause;
  - 3) the Contractor must not commence work until a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract. The Contractor acknowledges that work performed before a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract will be done at the Contractor’s own risk and expense;
  - 4) the task description, inclusive of any revisions, included in an authorized TA must fall within the scope of the Statement of Work, in Annex A; and
  - 5) the TA, inclusive of any revisions, will be authorized under the Contract through the use of Annex D, DND 626, Task Authorization Form. An authorized TA is a completed Annex D signed by the TA Authority.

##### 1.1.1 TA Authority and Limit

- a. The Project Authority may authorize individual TAs inclusive of any revisions up to a limit of \$50,000.00, GST or HST extra. Any TA the total value of which would exceed that limit or any revision to a previously authorized TA that would increase the TA total value above that limit must be authorized by the Contracting Authority before issuance to the Contractor.
- b. The authority specified under paragraph 1.1.1 a. of this clause is granted subject to the sum specified in the Contract under clause 6.2.1, Limitation of Expenditure - Cumulative Total of all authorized TAs, not being exceeded.

##### 1.1.2 Administration of the TA Process - Department of National Defence

- a. The administration of the TA process will be carried out by DGAEPM/DAP 2-2-2 process includes: monitoring, controlling and reporting on expenditures of the Contract to the Contracting Authority.

##### 1.1.3 TA Process

- a. For each task or revision of a previously authorized task, the Project Authority will provide the Contractor with a request to perform a task prepared using Annex D, DND 626, Task Authorization Form, containing as a minimum:
1. the task or revised task description of the Work required, including:
    - i. the details of the activities or revised activities to be performed;
    - ii. a description of the deliverables or revised deliverables to be submitted; and
    - iii. a schedule or revised schedule indicating completion dates for the major activities or submission dates for the deliverables, or both, as applicable;
  2. the Contract security requirements applicable to the task or revised task;
  3. the Contract basis (bases) of payment applicable to the task or revised task; and
  4. the Contract method of payment applicable to the task or revised task
- b. Within three (3) calendar days of its receipt of the request, the Contractor must provide the Project Authority with a signed and dated response prepared and submitted using the TA form received from the Project Authority, containing as a minimum:
1. the total estimated cost proposed for performing the task or, as applicable, revised task;
  2. a breakdown of that cost in accordance with Annex B

#### 1.1.4 TA Authorization

- a. The TA Authority will authorize the TA based on:
1. the request submitted to the Contractor pursuant to paragraph 1.1.3 a. above;
  2. the Contractor's response received, submitted pursuant to paragraph 1.1.3 b. above; and
  3. the agreed total estimated cost for performing the task or, as applicable, revised task
- b. The authorized TA will be issued to the Contractor by email.

#### 1.1.5 Minimum Work Guarantee - All the Work - Authorized TAs

- a. "Maximum Contract Value" means the sum specified in Contract clause 6.2.1, Limitation of Expenditure - Cumulative Total of All Authorized TAs;
- b. "Minimum Contract Value" means \$25,000.00.
- c. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 1.1.5 b. of this clause. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work. Canada's maximum liability for Work requested in authorized TAs, performed by the Contractor and accepted by Canada must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- d. In the event that Canada does not request Work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the

Minimum Contract Value and the cost of the Work requested in authorized TAs, performed by the Contractor and accepted by Canada.

- e. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

#### 1.1.6 Periodic Usage Reports - Contracts with TAs

- a. The Contractor must compile and maintain detailed and current data on its performance of Work required and requested under TAs (inclusive of any revisions) authorized and issued under the Contract.
- b. No later than 15 calendar days after the end of each of the reporting periods below, the Contractor must submit to the Contracting Authority and Project Authority a periodic usage report containing, in an electronic spreadsheet (such as MSOffice Excel), the data elements specified in paragraphs 1.1.6 e. and 1.1.6 f. below in the order they are presented. Where at the end of a reporting period, no changes are required to be made to the data contained in the periodic usage report submitted for the previous period, the Contractor must submit a "NIL" report to the Contracting Authority and Project Authority.
- c. The reporting periods are defined as follows:
- 1st quarter: April 1 to June 30;  
2nd quarter: July 1 to September 30;  
3rd quarter: October 1 to December 31; and  
4th quarter: January 1 to March 31.
- d. A sample MSOffice spreadsheet containing the data elements contained in paragraphs 1.1.6 e. and 1.1.6 f. is provided in Annex E.
- e. For each TA authorized and issued under the Contract, the data must contain the following data elements in the order presented:
- the TA number appearing on the TA form;
  - the date the task was authorized appearing on the TA form;
  - the total estimated cost of the task (GST/HSTextra) before any revisions appearing on the TA form;
  - the following information appearing on the TA form must be included for each authorized revision, starting with revision 1, than 2, etc:
    - the TA revision number;
    - the date the revision to the task was authorized;
    - the authorized increase or decrease (GST/HSTextra);
    - the total estimated cost of the task (GST/HST extra) after authorization of the revision;
  - the total cost incurred for the task (as last revised, as applicable), GST/HST extra;
  - the total cost incurred and invoiced for the task (as last revised,as applicable), GST/HST extra;
  - the GST/HST total amount invoiced;
  - the total amount paid, GST/HST included;
  - the start and completion date of the task (as last revised, as applicable); and
  - the active status (i.e., the percentage of the work completed) of the task (as last revised, as applicable) with an explanation (as applicable).

- f. For all TAs authorized and issued under the Contract, the data must contain the following data elements in the order presented:
- the sum (GST/HSTextra) specified in clause 6.2.1 Limitation of Expenditure - Cumulative Total of all Authorized Tas of the Contract (as last amended);
  - the total cost incurred for all authorized tasks inclusive of any revisions, GST/HST extra;
  - the total cost incurred and invoiced for all authorized tasks inclusive of any revisions, GST/HST extra;
  - the GST/HST total amount invoiced for all authorized tasks inclusive of any revisions; and
  - the total amount paid for all authorized tasks inclusive of any revisions, GST/HST extra.

## 2. Standard Clauses and Conditions

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

### 2.1 General Conditions

2035 (2012-11-19), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### 2.2 Specific Persons

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

Senior Technician: \_\_\_\_\_

## 3. Security Requirement

- 3.1 The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 3.2 The Contractor personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the requisite level of SECRET, granted or approved by CISD/PWGSC.
- 3.3 The Contractor personnel requiring access to COMSEC information/assets must have undergone a COMSEC briefing.
- 3.4 The Contractor MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 3.5 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

Solicitation No. - N° de l'invitation

W8476-133949/A

Amd. No. - N° de la modif.

File No. - N° du dossier

129zhW8476-133949

Buyer ID - Id de l'acheteur

129zh

CCC No./N° CCC - FMS No/ N° VME

W8476-133949

- 
- 3.6 The Contractor must comply with the provisions of the:  
a. Security Requirements Check List, attached at Annex "C";  
b. Industrial Security Manual (Latest Edition)

#### 4. Term of Contract

##### 4.1 Period of the Contract

The period of the Contract is from date of Contract award for a one (1) year period.

##### 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 two (2) additional one (1) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least seven (7) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### 5. Authorities

##### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jessica Spivack  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Telephone: 819-956-0151  
Facsimile: 819-956-2675  
E-mail address: jessica.spivack@tpsgc-pwgsc.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 Project Authority (will be identified at contract award)

The Project Authority for the Contract is:

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

The Project 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 Project Authority; however, the Project 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 Contractor's Representative (will be identified at contract award)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_ - \_\_\_ - \_\_\_

Facsimile: \_\_\_ - \_\_\_ - \_\_\_

E-mail address: \_\_\_\_\_

## 6. Payment

### 6.1 Basis of Payment

#### 6.1.1 TA subject to a Limitation of Expenditure

- a. When the basis of payment specified in a TA authorized and issued under the Contract is limitation of expenditure, the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized TA, as determined in accordance with the basis of payment cost elements, in Annex B, to the limitation of expenditure specified in the authorized TA.
- b. Canada's total liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
- c. No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work specified in the authorized TA will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the TA Authority before their incorporation into the Work specified in the authorized TA. 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 authorization of the TA Authority. The Contractor must notify the TA 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 authorized TA, or
  - iii. as soon as the Contractor considers that the authorized TA funds are inadequate for the completion of the Work specified in the authorized TA, whichever comes first.

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

## 6.2 Canada's Total Liability

### 6.2.1 Limitation of Expenditure - Cumulative Total of all Authorized TAs

- a. Canada's total liability to the Contractor under the Contract for all authorized TAs, inclusive of any revisions, must not exceed the sum of \$ \_\_\_\_\_. Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
- b. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- c. The Contractor must notify the Contracting Authority, in writing, as to the adequacy of this sum:
- i. when it is 75 percent committed, or
  - ii. four (4) months before the Contract expiry date, or
  - iii. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required and requested in all authorized TAs, inclusive of any revisions, the applicable basis of payment of which is limitation of expenditure (contract clause 6.1.1, TA subject to a Limitation of Expenditure), whichever comes first.
- d. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## 6.3 Method of Payment

### 6.3.1 Method of Payment - Authorized TA

- a. The following method of payment will form part of the authorized TA:
- i. For the Work specified in an authorized TA subject to a limitation of expenditure:

#### Monthly Payments

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

- 1) 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; all such documents have been verified by Canada;
- 2) the Work performed has been accepted by Canada.

## 6.4 Discretionary Audit

C0705C (2010-01-11), Discretionary Audit

## 7. Invoicing Instructions

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

Invoices must be distributed as follows:

- i. The original and one (1) copy must be forwarded to the Project Authority for certification and payment; and
- ii. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 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 term of the Contract. 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.

## 9. Applicable Laws

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

## 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 general conditions 2035 ( 2012-11-19 ), General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) the signed Task Authorizations (including all of its annexes, if any); and,
- (g) the Contractor's bid dated \_\_\_\_\_, (insert date of bid)

## 11. Defence Contract

A9006C (2008-05-12) Defence Contract

## 12. Foreign Nationals (Canadian Contractor)

A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

## 13. Insurance

G1005C (2008-05-12) Insurance

## 14. Controlled Goods Program

Solicitation No. - N° de l'invitation

W8476-133949/A

Amd. No. - N° de la modif.

File No. - N° du dossier

129zhW8476-133949

Buyer ID - Id de l'acheteur

129zh

CCC No./N° CCC - FMS No/ N° VME

W8476-133949

---

A9131C (2011-05-16) Controlled Goods Program

## ANNEX A

### STATEMENT OF WORK

#### 1.0 GENERAL

- 1.1 Purpose. The purpose of this Statement of Work (SOW) is to detail the specific Senior Technician services to be provided by the Contractor in support of the Project Management Office Light weight towed Howitzer (PMO LWTH).
- 1.2 Background. PMO LWTH is an integral part of Directorate Armament Sustainment Program Management (DASPM). The Senior Technician will support the implementation and fielding through Director Land Command System Program Management (DLCSPM) of the Gun Line Communication System (GLCS), which allows the M777 Howitzer to transfer and receive Data communications through the Enhanced Position Location Reporting System (EPLRS) . The Senior Technician will implement the Integrated Logistics Support (ILS) activities related to the GLCS implementation and will also support software development by liaising with the Land Software Engineering Center (LSEC). The Senior Technician shall participate in the configuration and requirements management of the Project Management Office (PMO).

#### 2.0 SCOPE OF WORK

- 2.1 General. During the course of this contract, the Contractor's resource is to provide System Engineering support services in support of the PMO. The assigned tasks will be related to army requirements involving: implementation of data and voice communication through EPLRS radio, software requirements and implementation with the LSEC, and related ILS configuration and requirements management.
- 2.2 Specific services required. The Contractor is to provide the services of a Senior Technician which include but are not limited to the following:
- a) Review and provide comments on specifications with an engineer for and carrying out the integration of systems and equipment;
  - b) Maintain progress statuses of the implementation of tasks covered in current Project Accord (PA) with the LSEC for software development related to the GLCS;
  - c) Develop and review change proposals, estimating costs/risks and providing recommendations;
  - d) Perform requirements traceability on the GLCS.
  - e) Investigate problems reported at the GLCS Communications Trial and implement solutions as required.
  - f) Provide recommendations on the GLCS troubleshooting and FS Speak software tools.
  - g) Implement the remote antenna requirement.

- 
- h) Develop Change Requests (CR) as required and perform Configuration Management (CM) Impact Analysis.
  - i) Assist in the Integrated Logistics Support (ILS) functions of the GLCS;
    - i. coordinate and propose a Permissive Repair Schedule (PRS) and lines of repairs to the units;
    - ii. coordinate and propose repair parts scaling to the units;
    - iii. coordinate and conduct complete GLCS (EPLRS, PDU, LES and antenna) installation at unit lines;
    - iv. coordinate, develop and conduct user, signals technician and network operator interim training;
    - v. draft an On the Job Training (OJT) training package to the units;
    - vi. provide assistance and material for the Center of Excellence (CoE) for the steady state training;
    - vii. update and produce any publication related to the GLCS;
    - viii. Generate and update the relevant publications and translations; and
    - ix. ensure the qualification Military Individual Training and Education (MITE) code is provided for the qualified personnel.
  - j) Maintain the required configuration management requirement tracking;
  - k) Respond to Technical Authority telephone or email messages within 24 hrs; and
  - l) Performing other Technical services related to the services above as required.
- 2.3 In addition to the requirements of the Monthly Reports (see the "Deliverables" section below), the Contractor personnel shall report verbally to the Technical Authority and follow up in writing in regards to any special circumstance or events affecting the provision of the required services.

### 3.0 LIMITATIONS AND CONSTRAINTS

- 3.1 Decisions concerning revision or definition of policy, budgets as well as contractual obligations and requirements are excluded from the Contractor services. Contractor personnel shall limit themselves to provide comments and recommendations only to the Technical Authority on these issues.
- 3.2 All drawings, software codes, reports, data, documents, or materials, provided to the Contractor by Canada or produced by the Contractor personnel in providing services under the Contract, remains the property of Canada and shall be used solely in support of this requirement. The Contractor shall be required to safeguard the preceding information and materials from unauthorized use and shall not release them to any third party, person or agency external to DND without the express written permission of the Technical Authority. Such information and material shall be returned to the Technical Authority upon completion of the services or when requested by the Technical Authority.
- 3.3 All correspondence, either initiated by the Contractor personnel or by any section of DND, shall be submitted to the Technical Authority. Correspondence is defined as records of conversation or decisions as well as any written correspondence in any format.
- 3.4 The Contractor shall ensure that their personnel do not use Government of Canada or DND designations, logos or insignia on any business cards, cubicle/office signs or written/electronic correspondence that in any manner lead others to perceive the Contractor and their personnel are an employee of Canada.

#### 4.0 OCCUPATIONAL CATEGORIES REQUIRED.

- 4.1 The specific requirement is for the provision of one (1) Senior Technician within Stream two (2) - General Engineering and Related Services.

#### 5.0 ESTIMATED LEVEL OF EFFORT.

- 5.1 The estimated levels of effort are as indicated in TABLE 1 below:

TABLE 1: ESTIMATED LEVELS OF EFFORT

| Required SA Occupational Categories | Estimated Level Of Effort (days)<br>per occupational category |                   |                   |
|-------------------------------------|---|-------------------|-------------------|
|                                     | Initial period  | Option period 1 - | Option period 2 - |
| Senior Technician                   | 240   | 240               | 240               |

- 5.2 These levels of effort are only estimations made in good faith and are not to be considered in any way as a commitment from Canada.

#### 6.0 DELIVERABLES

- 6.1 Deliverables shall be in the form of services provided to the Technical Authority in accordance with this SOW and of the products generated thereof.

- 6.2 Monthly Progress Reports. The Contractor shall prepare monthly progress reports of the work performed in a contractor format acceptable to the Technical Authority, to be attached to each Progress Claim. As a minimum, each monthly progress report shall document the following information:

- a. All significant activities performed by each occupational category during the period covered by the Progress Claim;
- b. Status of all action/decision items as well as a list of outstanding activities;
- c. A description of any problems encountered which are likely to require attention by the TA;
- d. Any recommendations relating to the conduct of work;
- e. Total number of days charged for each occupational category during the covered period;
- f. Cumulative number of days charged for each occupational category; and
- g. Travel costs incurred including all applicable receipts.

- 6.3 Monthly reports are not required for any month in which services were not provided.

- 6.4 Deliverables resulting from services provided. Contractor personnel will be required to prepare and submit various deliverables resulting from services provided as listed below:

- 
- a. Reports (visit, technical and others as requested by the Technical Authority in relations with the services described in the tasks);
  - b. Specifications;
  - c. Studies;
  - d. Advice as requested;
  - e. Executive summaries; and
  - f. Test summaries.

6.5 Unless otherwise specified by the Technical Authority, one (1) hard copy and one (1) soft copy of these deliverables shall be provided to the Technical Authority. In addition, deliverables shall be provided according to the following format: Microsoft standard office suite (Office, Excel, Word or Power Point) or Adobe.

6.6 As a minimum Quality Assurance requirement, the Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the services and/or materiel provided conform to the specifications and requirements of this SOW. The schedule of deliverables shall be in accordance with the priorities established by the Technical Authority.

## **7.0 MEETINGS**

7.1 Contractor personnel shall make all necessary preparations (i.e. briefs, agendas, handouts) in order to actively participate in any meeting convened by the Technical Authority.

7.2 If required by the Technical Authority, the Contractor personnel shall prepare minutes of all discussions and/or record of decisions of the meeting(s) and shall provide them to the Technical Authority, for review and approval, no later than 5 working days after each meeting.

7.3 The Contractor shall maintain a history of all meetings as well as of all incremental changes to action items and submit it to the Technical Authority when requested.

## **8.0 TRAVEL AND LIVING**

8.1 The Senior Technician may be required to travel within and outside Canada.

8.2 The requirement for any travel and trip report (content and format) will be identified. All travel will require prior approval of the Technical Authority or the authorized representative.

8.3 If required by the Technical Authority, the Contractor personnel shall prepare a trip report and provide it to the Technical Authority, for review and approval, no later than 5 working days after return from the trip.

## **9.0 LOCATION FOR PROVISION OF REQUIRED SERVICES**

9.1 All services shall be performed on site at the Louis St. Laurent Bldg. Gatineau, Quebec. DND will provide sufficient office space, general-purpose office furniture and EDP equipment/services (CPU, keyboard, monitor and access to the divisional LAN subject to normal security requirements), for one Senior Technician.

Solicitation No. - N° de l'invitation

W8476-133949/A

Amd. No. - N° de la modif.

File No. - N° du dossier

129zhW8476-133949

Buyer ID - Id de l'acheteur

129zh

CCC No./N° CCC - FMS No/ N° VME

W8476-133949

---

- 9.2 Furthermore, DND shall provide, subject to normal security requirements, and only to the specified Contractor personnel, access to identified databases or applications resident on DND computers or networks for the sole purpose of executing the services associated with this Contract. DND, at its sole discretion, will identify the nature and characteristics of such access.
- 9.3 All of the above provisions shall, in all cases, be subject to the availability of suitable DND office facilities in the National Capital Region.
- 9.4 Due to the uncertain future availability of DND office facilities in the National Capital Region, the Contractor must be prepared to provide, at no additional cost to Canada, continuous flow of contracted service from their own offices or place of business and adequate work space and office equipment if, for any reason, suitable DND office facilities become unavailable.
- 9.5 After Contract award, Canada will not consider any requests to amend the Contract basis of payment to allow the Contractor to recover any costs associated with a change in the location where the required services are provided.

## ANNEX B

### BASIS OF PAYMENT

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

#### 1.0 Professional Fees

a. The Contractor will be paid firm all inclusive per diem rates as follows:

| SA Occupational Category | Initial Contract Period | Option Period 1 | Option Period 2 |
|--------------------------|-------------------------|-----------------|-----------------|
| Senior Technician        | \$                      | \$              | \$              |

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

#### 2.0 Cost Reimbursable Expenses

##### 2.1 Authorized travel and living expenses for Work performed outside the National Capital Region (NCR) only

For the requirements relative to travel described in the Statement of Work in Annex A:

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization via email of the Project Authority

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

Canada will not accept any travel and living expenses for:

- a. Work performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2. The National Capital Act is available on the Justice Website: <http://laws.justice.gc.ca/en/N-4/>; and
- b. Any travel between the Contractor's place of business and the NCR;
- c. Any relocation of resources required to satisfy the terms of the Contract. These expenses are included in the firm all-inclusive per diem rates specified in article 1.0 above.
- d. All travel must have the prior authorization of the Technical Authority.

Solicitation No. - N° de l'invitation

W8476-133949/A

Amd. No. - N° de la modif.

File No. - N° du dossier

129zhW8476-133949

Buyer ID - Id de l'acheteur

129zh

CCC No./N° CCC - FMS No/ N° VME

W8476-133949

- 
- e. The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

Total Estimated Cost of Authorized Travel and Living Expenses per Year: \$\_\_\_\_\_

Solicitation No. - N° de l'invitation

W8476-133949/A

Amd. No. - N° de la modif.

File No. - N° du dossier

129zhW8476-133949

Buyer ID - Id de l'acheteur

129zh

CCC No./N° CCC - FMS No/ N° VME

W8476-133949

---

## **ANNEX C**

### **SECURITY REQUIREMENTS CHECK LIST**

*See Attached*

Solicitation No. - N° de l'invitation

W8476-133949/A

Amd. No. - N° de la modif.

File No. - N° du dossier

129zhW8476-133949

Buyer ID - Id de l'acheteur

129zh

CCC No./N° CCC - FMS No/ N° VME

W8476-133949

---

## **ANNEX D**

### **DND 626 TASK AUTHORIZATION FORM**

***See Attached***

Solicitation No. - N° de l'invitation

W8476-133949/A

Amd. No. - N° de la modif.

File No. - N° du dossier

129zhW8476-133949

Buyer ID - Id de l'acheteur

129zh

CCC No./N° CCC - FMS No/ N° VME

W8476-133949

---

## **ANNEX E**

### **Sample MS Office Excel Spreadsheet for Periodic Usage Reports - Contracts with TAs**

*See Attached*