

**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**

**SOLICITATION AMENDMENT**  
**MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**  
Defence Communications Division. (QD)  
11 Laurier St./11, rue Laurier  
Place du Portage, Phase III, 8C2  
Gatineau, Québec K1A 0S5

<b>Title - Sujet</b> Medium Range Radar (MRR)		
<b>Solicitation No. - N° de l'invitation</b> W8476-133817/C		<b>Amendment No. - N° modif.</b> 002
<b>Client Reference No. - N° de référence du client</b> W8476-133817		<b>Date</b> 2013-07-11
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$QD-023-23867		
<b>File No. - N° de dossier</b> 023qd.W8476-133817	<b>CCC No./N° CCC - FMS No./N° VME</b>	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-07-25</b>		<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>		
<b>Address Enquiries to: - Adresser toutes questions à:</b> Summerfield, George		<b>Buyer Id - Id de l'acheteur</b> 023qd
<b>Telephone No. - N° de téléphone</b> (819) 956-1838 ( )		<b>FAX No. - N° de FAX</b> (819) 956-0636
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>		

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

Solicitation No. - N° de l'invitation

W8476-133817/C

Amd. No. - N° de la modif.

002

Buyer ID - Id de l'acheteur

023qd

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

W8476-133817

File No. - N° du dossier

023qdW8476-133817

CCC No./N° CCC - FMS No/ N° VME

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Please see attached amended Draft Request for Proposal (RFP).

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## PART 1 - GENERAL INFORMATION

### 1. Introduction

The bid solicitation is divided into eight (8) 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 MRR Acquisition Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

Part 8 Resulting MRR In-Service Support Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

### 2. Summary

- (a) Department of National Defence (DND) has a requirement for the acquisition and the provision of in-service support of Medium Range Radar (MRR) systems. The main function of the MRR will be to detect hostile projectiles, such as rockets, mortars and artillery to determine their impact location, and locate their origin. It will also track hostile and friendly aerial vehicles, including fixed wing and rotary wing aircraft, unmanned aerial vehicles (UAVs), cruise missiles and anti-radar missiles, so that land forces can take appropriate action.
- (b) The requirement is for a quantity of eight (8) Military-off-the-Shelf (MOTS) Medium Range Radar (MRR) systems and associated logistics support, with the option to purchase two (2) additional MRR systems. Bidders must provide pricing for both the acquisition and in-service support resultant contract(s).
  - i) Acquisition  
Delivery of the first two (2) MRR systems is expected to be approximately two (2) years after contract award, with the remaining six (6) in the third year of the contract.
  - ii) In-service Support (MRR-ISS)  
Support is required for the first to third lines of repair for the MRR systems. Technical services are required during the in-service support phase of the equipments' life cycle. The period of performance will be for five (5) years with three (3) five (5) year options.
- (c) Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003 (2012-11-09), Code of Conduct and Certifications.

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- (d) Bidders must commit to achieving IRBs valued at 100% of the  resulting contract value, as outlined in Annex F, Industrial Regional Benefits; as Canada's Industrial and Regional Benefits (IRB) Policy is a mandatory element of the MRR Project.

### **3. 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 fifteen (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 Manual](https://buyandsell.gc.ca/policy-and-guidelines/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:** three hundred and sixty-five (365) days

#### 1.1 SACC Manual Clauses

A9130T (2012-11-19, Controlled Goods Program  
B1000T (2007-11-30), Condition of Material

### 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.

For Hybrid FMS bids, the FMS portion of the bid must be submitted to the PWGSC Office, located in Washington, DC at the Canadian Embassy by the date and time indicated on page 1 of the bid solicitation.

The commercial portion of a bid, submitted by a U.S. bidder must include a LOA from the U.S. Department of State indicating that the U.S. Government is in agreement to the Hybrid FMS procurement; and also include pricing and delivery schedule for this Requirement.

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**

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

**5. Industry Day**

An Industry Day will be held on the 1st of August 2013, at Place du Portage IV, 140 Promenade du Portage Phase IV, Gatineau, Québec, in the Papineau Room.

**6. Frequency Spectrum Management**

All radio frequency (RF) equipment in the MRR system will be certified (or granted Spectrum Supportability by Industry Canada (IC)) and licensed for use in Canada to ensure compatibility with existing RF equipment, both military and civilian, currently operating in the same frequency band. Canada's policies on Spectrum Management and Telecommunications may be found on Industry Canada's website at <http://www.ic.gc.ca>.

All RF equipment in the Bidder's proposed MRR system (excluding GSM and GFE) shall be capable of obtaining certification/frequency supportability and a "Industry Canada Technical Acceptance Certificate (TAC)". The Bidder shall provide with the Live Fire Evaluation a copy of the completed form DND 552, "Application for Frequency Supportability" in accordance with the instruction provided in Appendix 3 of the Annex "A" SOW. DND will be responsible for submitting the form and the Bidder's supporting documentation to Industry Canada to obtain on the Bidder's behalf the necessary authorization.

If the proposed RF equipment is in use by the United States military, it may already have a US Department of Defence (DoD) Form DD 1494 "Application for Equipment Frequency Allocation". If available, a DD 1494 will be accepted in lieu of a DND 552.

No contract will be awarded unless and until DND determines if the equipment can be operated in Canada.



## 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 three (3) hard copies and two (2) soft copies on CD-ROM.

Section II: Management Bid three (3) hard copies and two (2) soft copies on C/ROM.

Section III: Financial Bid one (1) hard copy and one (1) soft copy on CD-ROM.

Section IV: Certifications two (2) hard copies and two (2) soft copies on CD-ROM.

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.**

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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 must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid must 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: Management Bid .**

In their management bid, bidders must describe their capability and experience, the project management team and provide client contact(s).

**Section III: Financial Bid**

- 1.1 Bidders must submit their financial bid in accordance with Basis of Payment at Annex "G" for the production, acceptance testing, delivery and support of the new Medium Range Radar (MRR) System as defined at Annex "A" - Statement of Work and System Performance Specification at Appendix "A1". The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.
- 1.2 Bidders must submit their financial bid in accordance with Basis of Payment at Annex "H" for the work required to sustain the Medium Range Radar (MRR) Systems as defined at Annex "B" - Statement of Work for In-Service Support (MRR - ISS) system for Intelligence Surveillance Target Acquisition and Reconnaissance (ISTAR) support to force generation and deployment of Canadian Forces (CF) units. The method for accomplishing this work is to be proposed by the Contractor in the context of Canada's concept of operations and support. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.
2. **Exchange Rate Fluctuation**
  - 2.1 The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

**Section IV: 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, management, financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

**1.1 Technical Evaluation**

Mandatory and point rated technical evaluation criteria are included in Annex K, Evaluation Plan.

**1.2 Management Evaluation**

**1.2.1 Mandatory Management Criteria**

**1.2.2 Point Rated Management Criteria**

**1.3 Financial Evaluation**

**1.3.1 Mandatory Financial Criteria**

**1.3.1.1 Evaluation of Price**

**1.3.1.2 Bids must be submitted in Canadian Currency;**

**1.3.1.3 Bids for the Acquisition contract must be submitted DPP Destination, which is Canadian Forces Base (CFB) Gagetown, New Brunswick, Canada for MRR Systems; and**

**1.3.1.4 Bids for the In-Service Support contract must be submitted DPP Destination, which is CFSD Edmonton, Alberta, Canada for MRR System spares.**

**1.3.1.5 Information on which to base pricing may be found throughout this solicitation, and specifically including:**

Annex G - Canadian Army MRR Acquisition Basis of Payment

Annex H - Canadian Army MRR-ISS Basis of Payment

**1.3.1.5.1 Note that a Microsoft Spreadsheet has been provided for the purpose of Financial Bid Evaluation.**

**1.4 Physical Validation**

**1.4.1 The Physical Validation of the proposed MRR Systems will be achieved through a Live Fire Evaluation (LFE), as outlined at Appendix 6 to Annex K.**

**1.4.2 Bidders must submit a Live Fire Evaluation Plan with their bid; and within thirty (30) days of bid closing, notify Canada as to the date and location of the LFE.**

**2. Foreign Military Sales (FMS) Hybrid Bids**

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- 2.1 Bidders providing Medium Range Radar components and/or software who are subject to the United States Foreign Military Sale program will be subject to all of the Parts of this RFP and Annexes, without exception.

### 3. Basis of Selection - Highest Combined Rating of Technical Merit and Price

- 3.1 To be declared responsive, a bid must:
- (a) comply with all the requirements of the bid solicitation; and
  - (b) meet all mandatory criteria.
- 3.2 Bids not meeting (a) or (b) of paragraph 3.1 above will be declared non-responsive.
- 3.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 65% for the technical merit and 35% for the price.
- 3.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 65%.
- 3.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 35%.
- 3.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 3.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an **example** where all three bids are responsive and the selection of the contractor is determined by a 65/35 ratio of technical merit and price, respectively. The total available points is 2000 and the lowest evaluated price is \$45,000,000.00 (\$45M).

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		1200 / 2000	600 / 2000	900 / 2000
Bid Evaluated Price		\$55M	\$50M	\$45M
Calculations	Technical Merit Score	$1200/2000 \times 65 = 39.0$	$600/2000 \times 65 = 19.5$	$900/2000 \times 65 = 29.25$
	Pricing Score	$45/55 \times 35 = 28.64$	$45/50 \times 35 = 31.5$	$45/45 \times 35 = 35$
Combined Rating		67.64	51.0	64.25
Overall Rating		1st	3rd	2nd

## 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

By submitting a bid, the Bidder certifies as per section 01 of Standard Instructions 2003 (2012-11-19), for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation therein required will help Canada in confirming that the certifications are true.

- 1.2 Bidders should note subparagraph 4 of Article 1 in the 2003 General Conditions, wherein there is a requirement for Bidders to submit a list of the names of their Directors, and also provide properly completed and Signed Consent Forms (Consent to a Criminal record Verification form - PWGSC-TPSGC 229), **with the bid**.

### 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 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.

#### 2.1 Federal Contractors Program – C

- 2.1.1 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 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 noncompliance 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.

- 2.1.2 If the Bidder does not fall within the exceptions enumerated in 2.1.3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-

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8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

- 2.1.3 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.

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

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

**1. Security Requirement**

There are no security requirements associated with this RFP.

NATIONAL SECURITY EXCEPTION - Canada has not invoked a National Security Exception (NSE) for this requirement.

**2. Financial Capability**

A9033T (2012-07-16) Financial Capability

**3. Controlled Goods Requirement**

A9130T (2011-05-19) Controlled Goods Program

**4. Insurance Requirements**

G1005C (2008-05-12) Insurance

**PART 7 - RESULTING MRR ACQUISITION CONTRACT CLAUSES**

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

**1. Requirement**

1.1 The Contractor must provide eight (8) Medium Range Radar (MRR) Systems in accordance with the Requirement at Annex "A" and the technical and management portions of the Contractor's bid entitled \_\_\_\_\_ dated \_\_\_\_\_.

1.1.1 The first two (2) MRR Systems are required to be delivered to 4 AD Regt in the second year of the Contract, including ST&TE, spares, publications and training. The balance of six (6) MRR Systems, including the balance of ST&TE, spares, publications and training are to be delivered in the third year of the Contract.

**1.2 Optional Goods and/or Services**

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described below under the same conditions and at the prices and rates stated in the Contract. The Contracting Authority may exercise the options after contract award by sending a written notice to the Contractor.

**(a) Option to buy additional MRR Systems**

The Contractor shall allow Canada to purchase up to two (2) additional MRR systems, including Spares (as required), described at Annex "A" of the Contract under the same conditions and at the prices and/or rates stated in the Contractor's Bid. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

**(b) Option for Field Service Representative Services**

The Contractor shall provide a dedicated FSR support in accordance with section 4.20 of the MRR Acquisition SOW. The Field Service Representative option, if exercised, shall be invoked as follows:

- (i) On-Call Field Service Representative (FSR) Services. The Contractor shall provide FSR services as per section 4.20 of the MRR Acquisition SOW when requested and approved by the TA. When approved the FSR shall be on-site in order to meet the required MRR system Availability in response to critical failures that cannot be resolved over the telephone as per 8.33 of the ISS SOW.
- (ii) On-Site Field Service Representative (FSR) Services. The Contractor shall provide on-site FSR services as per section 4.20 of the MRR Acquisition SOW for Variable and optional periods following the successful completion of the first Site Acceptance Test. Dedicated on-site FSR shall be provided at 4 AD Regt, CFB Gagetown, New Brunswick, Canada during normal Regt operating hours 0800 to 1600 local time, Monday to Friday. FSR services shall be based on a thirty-seven and one-half (37.5) hour work week, Monday to Friday; and
- (iii) The Contractor may also quote other forms of FSR Support. The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.



## **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)(<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**

2030 (2013-04-25), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

### **2.2 Supplemental General Conditions**

4001 (2013-01-28), Supplemental General Conditions, Hardware Purchase, Lease and Maintenance, apply to and form part of the Contract;

4003 (2010-08-16), Supplemental General Conditions, Licensed Software, apply to and form part of the Contract;

4006 (2010-08-16), Supplemental General Conditions, Contractor to Own Intellectual Property Rights in Foreground, apply to and form part of the Contract; and

4010 (2012-07-16), Supplemental General Conditions, Services Higher Complexity, apply to and form part of the Contract.

## **3. Security Requirement**

There is no security requirement applicable to this Contract.

## **4. Term of Contract**

### **4.1 Delivery Date**

All the deliverables must be received on or before \_\_\_\_\_ (insert date).

## **5. Authorities**

### **5.1 Contracting Authority (CA)**

The Contracting Authority for the Contract is:

Heather Tanguay  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Defence and Major Projects Sector (DMPS)  
Place du Portage, Phase III, 11, rue Laurier Street, 8C2 #60, Gatineau, QC K1A 0S5  
Government of Canada  
Telephone: (819) 956-0835  
Facsimile: (819) 956-0636  
E-mail address: Heather.Tanguay@tpsgc-pwgsc.gc.ca

The Contracting Authority (CA) 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

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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 (TA)

The Technical Authority for the Contract is: (insert to Contract)

TBD on Contract Award

The TA 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 TA; however, the TA 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 CA.

### 5.3 Procurement Authority (PA)

The Procurement Authority for the Contract is: (insert to contract)

TBD on Contract Award

The PA 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 PA, however the PA 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 CA.

### 5.4 Contractor's Representative

The Contractor's Representative for the Contract is:

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

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

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

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

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

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

## 6 Payment

### 6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under this Contract, the Contractor shall be paid a firm price as detailed in Annex G Basis of Payment. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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 Specifications, will be authorized or paid to the Contractor unless such design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority prior to their incorporation in the Work.

### 6.2 Milestone Payments

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6.2.1 Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract, up to 100 percent of the amount claimed and approved by Canada if:

- (a) an accurate and complete claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives; and
- (c) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

### 6.3 Limitation of Expenditure

6.3.1 Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ Customs duties are included and Applicable Taxes are extra.

6.3.2 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.

6.3.3 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.

### 6.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department  
C2000C (2007-11-30), Taxes - Foreign-based Contractor  
C0307C (2008-05-12), Cost Submission  
C2604C (2013-04-25), Customs Duties, Excise Taxes and Applicable Taxes - Non-resident  
C2605C (2008-05-12), Canadian Customs Duties and Sales Tax - Foreign-based Contractor  
C2610C (2007-11-30), Customs Duties - Department of National Defence - Importer  
C2608C (2012-07-16), Canadian Customs Documentation

## 7 Invoicing Instructions

7.1 The Contractor must submit a claim for milestone payment using form PWGSC-TPSGC 1111 (<http://www.pwgsc.gc.ca/acquisitions/text/forms/forms-e.html>). Each claim must show:

- (a) all information required on form PWGSC-TPSGC 1111;

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- (b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions; and
- (c) the description and value of the milestone claimed as detailed in the Contract. Each claim must be supported by:
- (d) a copy of the monthly progress report.

Goods and Services Tax or Harmonized Sales Tax (GST/HST), as applicable, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no GST/HST payable as it was claimed and payable under the previous claims for progress payments.

The Contractor must prepare and certify one original and two (2) copies of the claim on form PWGSC-TPSGC 1111, and forward it to the Technical Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Technical Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

The Contractor must not submit claims until all work identified in the claim is completed.

- 7.2 Contractor invoices not subject to milestone payments must be in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses; and
- (c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses; and
- (d) a copy of the monthly progress report.

Invoices must be distributed as follows:

- (e) the original must be forwarded to the Technical Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place; and
- (f) the Technical Authority will then forward the original invoice to the Payment Office for the remaining certification and payment action.

## 8. Method of Payment - Invoice for AWRs

- 8.1 Payment by Canada for the AWR to the Contractor shall be made following satisfactory completion of each AWR and acceptance by DND.

8.2 For the optional requirement for "On-site" FSR set out in article 1.2, the Contractor shall be paid on a monthly basis for the work performed by the FSR. The optional requirement for "On-call" FSR is to be invoiced on a monthly basis with supporting documentation,

8.3 Payment by Canada to the Contractor for each delivery shall be made within:

(a) thirty (30) days following the date on which completed units have been delivered at the delivery point specified in the Contract, not the ultimate destination, and all other Work required to be performed by the Contractor with respect to these units under the terms of the Contract has been completed; or

(b) thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the Contract;

whichever date is the later.

8.4 If Canada has any objection to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, Canada shall notify the Contractor of the nature of the objection. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as Canada requires. Failure by Canada to act within fifteen (15) days will only result in the date specified in Article 8.3 to apply for the sole purpose of calculating interest on overdue accounts.

## **9. Time Verification**

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

## **10. Certifications**

Compliance with the certifications and related documentation 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, provide the related documentation or if 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.

## **11 SACC Manual Clauses**

C0001T (2007-05-25) Price Certification - Foreign Suppliers  
C0003T (2008-12-12) Price Certification - Canadian Suppliers  
C2800C (2013-01-28) Priority Rating  
C2801C (2011-05-16) Priority Rating - Canadian-based Contractors

## **12 Applicable Laws**

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

## **13 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;
- (c) General Conditions 2030 (2013-04-25) - Higher Complexity - Goods;
- (d) Annex A - Statement of Work (SOW) Medium Range Radar Acquisition (MRR-A)
- (e) Annex G, Basis of Payment;
- (f) Annex F, Industrial Regional Benefits;
- (g) the signed Task Authorizations (including all of its annexes, if any);
- (h) the Contractor's bid dated \_\_\_\_\_,

**14 Defence Contract**

The Contract is a defence contract within the meaning of the Defence Production Act, R.S.C. 1985, c. D-1, and must be governed accordingly.

Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the Defence Production Act.

**15 Foreign Nationals**

A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)  
A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)

**16 Insurance**

G1005C (2008-05-12), Insurance

**17 Quality Plan**

No later than ninety (**90**) days after the effective date of the Contract, the Contractor must submit for acceptance by the Department of National Defence (DND) a Quality Plan prepared according to the latest issue (at contract date) of ISO 10005:2005 "Quality management systems - Guidelines for quality plans". The Quality Plan must describe how the Contractor will conform to the specified quality requirements of the Contract and specify how the required quality activities are to be carried out, including quality assurance of subcontractors. The Contractor must include a traceability matrix from the elements of the specified quality requirements to the corresponding paragraphs in the Quality Plan.

The documents referenced in the Quality Plan must be made available when requested by Public Works and Government Services Canada or DND.

If the Quality Plan was submitted as part of the bidding process, the Contractor must review and, where appropriate, revise the submitted plan to reflect any changes in requirements or planning which may have occurred as a result of pre-contract negotiations

Upon acceptance of the Quality Plan by DND, the Contractor must implement the Quality Plan. The Contractor must make appropriate amendments to the Quality Plan throughout the term of the

contract to reflect current and planned quality activities. Amendments to the Quality Plan must be acceptable to DND.

If the Contract includes the option for software design, development or maintenance of software, the Contractor must interpret the requirements of ISO 9001:2008 "Quality management systems - Requirements", according to the guidelines of the latest issue (at contract date) of ISO/IEC 90003:2004 "Software engineering - Guidelines for the application of ISO 9001:2000 to computer software".

**18 Release Documents - Distribution**

18.1 The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- (a) One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- (b) Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- (c) One (1) copy to the Contracting Authority;
- (d) One (1) copy to:

National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2

Attention: \_\_\_\_\_

- (e) One (1) copy to the Quality Assurance Representative;
- (f) One (1) copy to the Contractor; and
- (g) For all non-Canadian contractors, one (1) copy to:

DQA/Contract Administration  
National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2  
E-mail: ContractAdmin.DQA@forces.gc.ca.

**19 Shipping Instructions - Delivery at Destination**

19.1 Goods must be consigned to the destination specified in the Contract and delivered:

- (a) Free on Board (Destination) common carrier 4 AD Regt, CFB Gagetown, New Brunswick, Canada for shipments from the United States government; or
- (b) Delivered Duty Paid (DDP) 4 AD Regt, CFB Gagetown, New Brunswick, Canada Incoterms 2000 for shipments from a commercial contractor.

**20 SACC Manual Clauses**

A3010T (2010-08-16), Education and Experience

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A9131C (2011-05-16), Controlled Goods Program  
A9062C (2011-05-16), Canadian Forces Site Regulations  
B4055C (2008-05-12), Material Change Notice;  
B4060C (2011-05-16), Controlled Goods  
C0705C (2010-01-11), Discretionary Audit  
C2608C (2012-07-16), Canadian Customs Documentation;  
C2610C (2007-11-30), Customs Duty - Department of National Defence - Importer  
C2611C (2007-11-30), Customs Duties - Contractor Importer  
D2000C (2007-11-30), Marking;  
D2001C (2007-11-30), Labelling;  
D2025C (2008-12-12), Wood Packing Materials;  
D5510C (2012-07-16), Quality Assurance Authority (Department National Defence) Canadian-based Contractor;  
D5515C (2010-01-11), Quality Assurance Authority (Department of National Defence –  
D5545C (2010-08-16), ISO 9001:2008 Quality Management Systems – Requirements Quality Assurance Code C  
D5604C (2008-12-12), Release Documents (Department of National Defence) Foreign-based Contractor;  
D5605C (2010-01-11), Release Documents (Department of National Defence) United States-based Contractor;  
D5606C (2012-07-16), Release Documents (Department of National Defence - Canadian-based Contractor;  
D9002C (2007-11-30), Incomplete Assemblies;

### **21 Preparation for Delivery**

Canadian Forces Packaging Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.

### **22 Palletization**

22.1 For all shipments exceeding 0.566 m<sup>3</sup> or 15.88 kg (20 ft<sup>3</sup> or 35 lbs), except for those shipped by courier, the following applies:

- (a) The Contractor must strap, and if necessary wrap, shipments on standard 1.22 m x 1.02m (48 in. x 40 in.) wood pallets. The four-way forklift entry pallet must be supplied at no charge to Department of National Defence. Total height, including pallet, must not exceed 1.19 m (47 in.). The pallet load must not extend further than 2.54 cm (1 in.) from any edge of the pallet.
- (b) The Contractor must group items by stock number (on the same pallet) within consolidated shipments. Pallet loads composed of more than one stock number must be marked as "Mixed Items".
- (c) Individual items exceeding 1.22 m (48 in.) in length or 453.6 kg (1000 lbs) must be secured to larger pallets or must have 10.16 cm x 10.16 cm (4 in. x 4 in.) skids securely fastened to the bottom of the item. Skids must be separated by a minimum of 71.12 cm (28 in.).

22.2 Any exception requires the prior approval of the Contracting Authority.

### **23 Preparation for Delivery - United States-based Contractor**

23.1 Preservation and packaging for items \_\_\_\_\_ must be in accordance with the current issue of United States (U.S.) Department of Defense Military Standard MIL-STD-2073 and must be marked to MIL-STD-129.



23.2 Packaging data forms previously approved by U.S. authorities are acceptable.

23.3 Approved coded packaging data is shown immediately below the description of the item to which it applies. Where no data is shown, the Contractor must submit a packaging data form for approval.

**24 Preparation for Delivery - European Union**

The Contractor must prepare item number(s) \_\_\_\_\_ for preservation and packaging in accordance with NATO Marking and Packaging Standards as contained in the latest issue of TL8100-0101/NATO-4.

The Contractor must use packaging data forms previously approved or contained in NATO-4.

The Contractor must ensure approved coded packaging data is shown immediately below the description of the corresponding item. Where no packaging data is shown, the Contractor must submit a packaging data form for approval.

**25 Warranty - Contractor Responsible for all Costs**

**Section 22 entitled Warranty of general conditions 2030 (2013-94-25) is amended by deleting subsections 3 and 4 in its entirety and replacing it with the following:**

3. The Work or any part of the Work found to be defective or non-conforming will be returned to the Contractor's plant for replacement, repair or making good. However, when in the opinion of Canada it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.
4. The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant pursuant to subsection 3. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location directed by Canada.

**All other provisions of the warranty section remain in effect.**

## **PART 8 - RESULTING MRR IN-SERVICE SUPPORT CONTRACT CLAUSES**

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

### **1. Statement of Work (SOW)**

The Contractor must perform the Work in Accordance with the Statement of Work (SOW) at: Annex "B" - SOW Medium Range Radar In-Service Support (MRR-ISS).

#### **1.1 Optional Goods and/or Services**

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Section 6 of the Annex "B" SOW under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment. The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

##### **(a) Option for Field Service Representative Services.**

The Contractor shall provide a dedicated FSR support in accordance with section 6.2 of the ISS SOW. The Field Service Representative option, if exercised as follows:

- (i) On-Call Field Service Representative (FSR) Services. The Contractor shall provide on-call FSR services as per section 6.2 of the ISS SOW when requested and approved by the TA. When approved the FSR shall be on-site in order to meet the required MRR system availability in response to critical failures that cannot be resolved over the telephone as per 8.3.3 of the ISS SOW.
- (ii) On-Site Field Service Representative (FSR) Services. The Contractor shall provide on-site FSR services as per section 6.2 of the ISS SOW for variable and optional periods following the successful completion of the first Site Acceptance Test. Dedicated on-site FSR shall be provided at 4 AD Regt, CFB Galetown, New Brunswick, Canada during normal Regt operating hours 0800 to 1600 local time, Monday to Friday. FSR services shall be based on a thirty-seven and one-half (37.5) hour work week, Monday to Friday; and
- (iii) The Contractor may also quote other forms of field-level support.

#### **1.2 Task Authorization**

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

##### **1.2.1 Task Authorization Process**

1.2.1.1 The Technical Authority will provide the Contractor with a description of the task using the DND 626 Task Form, specified in Annex A .

1.2.1.2 The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or

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submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.

1.2.1.3 The Contractor must provide the Technical Authority, within seven (7) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.

1.2.1.4 The Contractor must not commence work until a TA authorized by the Technical Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

### **1.2.2 Task Authorization Limit**

The Technical Authority may authorize individual Task Authorizations up to a limit of \$25,000.00, Goods and Services Tax or Harmonized Sales Tax included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

### **1.2.3 Periodic Usage Reports - Contracts with Task Authorizations**

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below or in Annex "B ". If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly 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.

The data must be submitted to the Contracting Authority no later than 30 calendar days after the end of the reporting period.

#### **Reporting Requirement - Details**

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

### **1.2.4 Task Authorization - Department of National Defence**

The administration of the Task Authorization process will be carried out by the Department of National Defence Procurement Authority DLP 5-4. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

**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 (2013-04-25), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

**2.2 Supplemental General Conditions**

4001 (2013-01-28), Supplemental General Conditions, Hardware Purchase, Lease and Maintenance, apply to and form part of the Contract;  
4003 (2010-08-16), Supplemental General Conditions, Licensed Software, apply to and form part of the Contract;  
4004 (2013-04-25), Supplemental General Conditions, Maintenance Support Services for Licensed Software, apply to and form part of the Contract;  
4006 (2010-08-16), Supplemental General Conditions, Contractor to Own Intellectual Property Rights in Foreground, apply to and form part of the Contract; and  
4012 (2012-07-16), Goods - Higher Complexity, apply to and form part of the Contract.

**3. Security Requirement**

There is no security requirements associated with this RFP.

NATIONAL SECURITY EXCEPTION - Canada has not invoked a National Security Exception (NSE) for this requirement.

**4. Term of Contract**

**4.1 Period of the Contract**

The In-Service Support Contract will be for five (5) years from the date of Contract Award.

**4.2 Option to Extend the Contract**

The In-Service Support Contract will have five (5) option periods of three (3) years each. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to five (5) additional three (3) year period(s) under the same conditions to cover the twenty (20) year operation shelf life of the MRR systems. 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 Annex "H" - Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least sixty (60) 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 (CA)**

Public Works and Government Services Canada (PWGSC) shall be the Authority for Change and the Contracting Authority (**CA**) for this requisition.

The Contracting Authority for the Contract is:

Heather Tanguay  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Defence and Major Projects Sector (DMPS)  
Place du Portage, Phase III, 11, rue Laurier Street, 8C2 #60, Gatineau, QC K1A 0S5  
Government of Canada  
Telephone: (819) 956-0835  
Facsimile: (819) 956-0636  
E-mail address: Heather.Tanguay@tpsgc-pwgsc.gc.ca

The CA is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the CA. 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 CA.

**5.2 Technical Authority (TA)**

The Technical Authority for the Contract is:

TBD at Contract Award

The TA 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 TA; however, the TA 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 Procurement Authority (PA)**

The Procurement Authority for the Contract is:

TBD at Contract Award

The PA 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 PA, however the PA 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.

**5.4 Contractor's Representative**

The Contractor's Representative for the Contract is:

Name:

Title:

Organization:

Address:

Telephone:

Facsimile:

E-mail address:

**6. Payment**

**6.1 Limitation of Expenditure**

6.1.1 Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.

6.1.2 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.

6.1.3 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.

**6.2 SACC Manual Clauses**

A9117C (2007-11-30), T1204 - Direct Request by Customer Department  
B9031C (2011-05-16), Canada's Obligation – Portion of the Work – Task Authorizations  
C0307C (2008-05-12), Cost Submission

C0705C (2010-01-11), Discretionary Audit  
C2000C (2007-11-30), Taxes - Foreign-based Contractor  
C2605C (2008-05-12), Canadian Customs Duties and Sales Tax - Foreign-based Contractor  
C2610C (2007-11-30), Customs Duties - Department of National Defence - Importer  
C2608C (2012-07-16), Canadian Customs Documentation

## **7. Invoicing Instructions**

### **7.1 Invoicing Instructions - Progress Payments Claim**

#### **7.1.1 The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment.**

Each claim must show:

- (a) all information required on form pwgsc-tpsgc 1111;
- (b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- (c) the description and value of the milestone claimed as detailed in the Contract.

Each claim must be supported by:

- (d) a copy of time sheets to support the time claimed;
- (e) a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
- (f) a copy of the monthly progress report.

#### **7.1.2 Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.**

#### **7.1.3 The Contractor must prepare and certify one original and two (2) copies of the claim on form PWGSC-TPSGC 1111, and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.**

The Project Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

#### **7.1.4 The Contractor must not submit claims until all work identified in the claim is completed.**

## **8. Certifications**

### **8.1 Compliance**

Compliance with the certifications and related documentation 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, provide the related documentation or if 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**

C2800C (2013-01-28) Priority Rating

C2801C (2011-05-16) Priority Rating - Canadian-based Contractors

**9. Applicable Laws**

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

**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;
- (c) the General Conditions 2035 (2013-04-25) - Higher Complexity Goods;
- (d) Annex B - SOW Medium Range Radar In-Service Support (MRR-ISS)
- (e) Annex H, Basis of Payment;
- (f) Annex F, Industrial Regional Benefits;
- (g) the signed Task Authorizations (including all of its annexes, if any);
- (h) the Contractor's bid dated \_\_\_\_\_,

**11. Defence Contract**

The Contract is a defence contract within the meaning of the Defence Production Act, R.S.C. 1985, c. D-1, and must be governed accordingly.

Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the Defence Production Act.

**12. Foreign Nationals (Canadian Contractor)**

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

A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

**13. Insurance**

G1005C (2008-05-12) Insurance

**14. Quality Plan**

No later than 60 days after the effective date of the Contract, the Contractor must submit for acceptance by the Department of National Defence (DND) a Quality Plan prepared according to the



latest issue (at contract date) of ISO 10005:2005 "Quality management systems - Guidelines for quality plans". The Quality Plan must describe how the Contractor will conform to the specified quality requirements of the Contract and specify how the required quality activities are to be carried out, including quality assurance of subcontractors. The Contractor must include a traceability matrix from the elements of the specified quality requirements to the corresponding paragraphs in the Quality Plan.

The documents referenced in the Quality Plan must be made available when requested by Public Works and Government Services Canada or DND.

If the Quality Plan was submitted as part of the bidding process, the Contractor must review and, where appropriate, revise the submitted plan to reflect any changes in requirements or planning which may have occurred as a result of pre-contract negotiations.

Upon acceptance of the Quality Plan by DND, the Contractor must implement the Quality Plan. The Contractor must make appropriate amendments to the Quality Plan throughout the term of the contract to reflect current and planned quality activities. Amendments to the Quality Plan must be acceptable to DND.

If the Contract includes the option for software design, development or maintenance of software, the Contractor must interpret the requirements of ISO 9001:2008 "Quality management systems - Requirements", according to the guidelines of the latest issue (at contract date) of ISO/IEC 90003:2004 "Software engineering - Guidelines for the application of ISO 9001:2000 to computer software".

**15. Controlled Goods Program**

A9131C (2011-05-16), Controlled Goods Program

**16. Release Documents - Distribution**

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- (a) One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- (b) Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- (c) One (1) copy to the Contracting Authority;
- (d) One (1) copy to:  
  
National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2  
  
Attention:
- (e) One (1) copy to the Quality Assurance Representative;
- (f) One (1) copy to the Contractor; and
- (g) For all non-Canadian contractors, one (1) copy to:

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DQA/Contract Administration  
National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2  
E-mail: ContractAdmin.DQA@forces.gc.ca.

**17. Customs Duties – Contractor Importer**

C2611C (2007-11-30), Customs Duties – Contractor Importer

**18. Shipping Instructions - Delivery at Destination**

Goods must be consigned to the destination specified in the Contract and delivered:

(a) Free on Board (Destination) common carrier 7 CFSD – Receipts Section, CFB/BFC Edmonton, 195 Avenue & 82 Street – Building 236, Edmonton, AB, T5J 4J5, Canada; or

(b) Delivered Duty Paid (DDP)

7 CFSD – Receipts Section  
CFB/BFC Edmonton  
195 Avenue & 82 Street – Building 236  
Edmonton, AB  
T5J 4J5  
Canada

**19. SACC Manual Clauses**

B4055C (2008-05-12), Material Change Notice;  
C2608C (2012-07-16), Canadian Customs Documentation;  
C2610C (2007-11-30), Customs Duty - Department of National Defence - Importer  
C2611C (2007-11-30), Customs Duties - Contractor Importer  
D2000C (2007-11-30), Marking;  
D2001C (2007-11-30), Labelling;  
D2025C (2008-12-12), Wood Packing Materials;  
D5510C (2012-07-16), Quality Assurance Authority (Department National Defence) - Canadian-based Contractor;  
D5515C (2010-01-11), Quality Assurance Authority (Department of National Defence - Foreign-based and United States Contractor;  
D5545C (2010-08-16), ISO 9001:2008 Quality Management Systems - Requirements (Quality Assurance Code C  
D5604C (2008-12-12), Release Documents (Department of National Defence) Foreign-based Contractor;  
D5605C (2010-01-11), Release Documents (Department of National Defence) United States-based Contractor;  
D5606C (2012-07-16), Release Documents (Department of National Defence - Canadian-based Contractor;  
D6010C (2007-11-30), Palletization;  
D9002C (2007-11-30), Incomplete Assemblies;

**20. Preparation for Delivery**

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The Contractor must prepare item number(s) \_\_\_\_\_ for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification *D-LM-008-036/SF-000*, DND Minimum Requirements for Manufacturer's Standard Pack.

### **21. Preparation for Delivery - United States-based Contractor**

- 21.1 Preservation and packaging for items must be in accordance with the current issue of United States (U.S.) Department of Defense Military Standard MIL-STD-2073 and must be marked to MIL-STD-129.
- 21.2 Packaging data forms previously approved by U.S. authorities are acceptable.
- 21.3 Approved coded packaging data is shown immediately below the description of the item to which it applies. Where no data is shown, the Contractor must submit a packaging data form for approval.

### **22. Preparation for Delivery - European Union**

- 22.1 The Contractor must prepare items for preservation and packaging in accordance with NATO Marking and Packaging Standards as contained in the latest issue of TL8100-0101/NATO-4.
- 22.2 The Contractor must use packaging data forms previously approved or contained in NATO-4.
- 22.3 The Contractor must ensure approved coded packaging data is shown immediately below the description of the corresponding item. Where no packaging data is shown, the Contractor must submit a packaging data form for approval.