

**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> Medium Range Radar (MRR)		
<b>Solicitation No. - N° de l'invitation</b> W8476-133817/E		<b>Date</b> 2014-02-27
<b>Client Reference No. - N° de référence du client</b> W8476-133817		
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$QD-023-24350		
<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 at - à 02:00 PM on - le 2014-05-30</b>		<b>Time Zone 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> Bright, James		<b>Buyer Id - Id de l'acheteur</b> 023qd
<b>Telephone No. - N° de téléphone</b> (819) 956-6181 ( )		<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**

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

<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 (type or print)</b> <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>

**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

Solicitation No. - N° de l'invitation

W8476-133817/E

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

023qd

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W8476-133817

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Please see attached for Terms and Conditions.

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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The bid solicitation is divided into eight 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;
- Part 7 Resulting MRR Acquisition Contract Clauses: includes the clauses and conditions that will apply to any resulting MRR Acquisition contract; and
- Part 8 Resulting MRR In-Service Support (ISS) Contract Clauses: includes the clauses and conditions that will apply to any resulting MRR In-Service Support contract.

### **2. Summary**

The 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 primary function of the MRR system will be to detect hostile projectiles, such as rockets, mortars and artillery to determine their impact location and locate their origin. The MRR system 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.

The requirement is for 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 within twelve (12) months of Contract award. The requirement also includes In-Service Support (ISS) and the option to extend the In-Service Support period. The requirement will result in the issuance of two (2) contracts to only one (1) successful Bidder: the MRR Acquisition Contract and the MRR In-Service Support (ISS) Contract.

- i) Acquisition  
Delivery of the first two (2) MRR systems is expected to be within the first twenty-four (24) months after Contract award, with the remaining six (6) MRR systems expected to be delivered within thirty-six (36) months of Contract award. Canada and the Contractor will agree upon the final delivery schedule following Contract award, with adjustments as necessary during project execution. The period of performance will be from date of MRR- Acquisition Contract award to completion and acceptance of all work under the MRR Acquisition Contract, including delivery and acceptance of the final MRR system.
- ii) In-Service Support (MRR-ISS)  
Support is required for first to third line repairs for the MRR systems. Technical services are required during the In-Service Support phase of the MRR systems' life cycle. The period of performance will be for a period of five (5) years from the date upon which the first MRR system has been delivered and accepted by Canada in accordance with the MRR – Acquisition Contract and the Contracting Authority has provided written notice to the Contractor that the period of performance of this Contract shall begin; with two (2) five (5) year option periods and five (5) one (1) year option periods.

As only one successful Bidder will be awarded the Contracts, Bidders must respond to the requirements for each of the MRR Acquisition and MRR In-Service Support Contracts in their submitted bid. Bids which do not respond to the requirements for each of the MRR Acquisition and MRR In-Service Support Contracts will be declared non-responsive and will receive no further consideration.

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003 (2013-06-01), Code of Conduct and Certifications.

On February 5, 2014 Canada announced its Defence Procurement Strategy (DPS). One of the objectives for Canada's Defence Procurement Strategy (DPS) is to improve economic outcomes resulting from Defence procurements by using a weighted and rated value proposition for defence contracts. The details of the ratings and evaluation parameters for value propositions will be done on a procurement by procurement basis and will involve industry consultations. The MRR system procurement is being considered for a value proposition for each of the MRR Acquisition and MRR In-Service Support Contracts. If, after consideration, the value proposition is to be included in this requirement, the current evaluation methodology will be revised to include its weighting and rating.

An Industry Day will be held in mid-March, 2014, to allow Canada to consult with potential bidders regarding the weighted and rated value proposition elements. Should the value proposition become a part of this Solicitation it will be provided by amendment to this Solicitation at **Annex E - ACQ**, MRR Acquisition and **Annex E - ISS**, MRR In-Service Support.

This procurement is subject to the Controlled Goods Program.

There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement; see Part 5 - Certifications, Part 7 - Resulting MRR Acquisition Contract Clauses and Part 8 – Resulting MRR In-Service Support Contract Clauses entitled Federal Contractors Program for Employment Equity - Certification.

Solicitation No. – No de l'invitation  
W8476-133817/E  
Client Ref. No. – No de réf. du client  
W8476-133817

Amd. No. – No de la modif.  
File no. – No du dossier  
029qdW8476-133817

Buyer ID – Id de l'acheteur  
029QD  
CCC no./No CCC – FMS No/No VME

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### **3. Debriefings**

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



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## 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 contracts.

The 2003 (2014-03-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsections 04 and 05 of Section 01, Integrity Provisions - Bid of Standard Instructions 2003 incorporated by reference above are deleted in their entirety and replaced with the following:

4. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA). These bidders must diligently inform Canada in writing of any changes affecting the list of directors during this procurement process as well as during the contract period.
5. 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](#)) for any or all individuals mentioned above within a specified time frame. Failure to provide such consent forms and associated information within the time frame provided, or failure to cooperate to the verification process, will result in the bid being declared non-responsive.

#### 1.1 General SACC Clauses

The 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, as amended herein:

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

Subsection 15 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is **deleted and replaced** as follows:

No payment will be made for costs incurred in the preparation and submission of a bid, including participation in the Live Fire Evaluation, in response to the bid solicitation. Costs associated with preparing and submitting a bid, as well as any costs incurred by the Bidder associated with the evaluation of the bid, including participation in the Live Fire Evaluation, are the sole responsibility of the Bidder.

## **1.2 Specific SACC Manual Clauses**

A9130T (2011-05-16), Controlled Goods Program  
B1000T (2007-11-30), Condition of Material  
B4051T (2008-05-12), Provisioning Parts Breakdown

## **2. Submission of Bids**

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

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

## **3. Enquiries - Bid Solicitation**

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

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

## **4. Applicable Laws**

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

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, the Bidder acknowledges and agrees that the applicable laws specified are acceptable to it.

## **5. 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 Government Supplied Materiel (GSM) and Government Furnished Equipment (GFE)) shall be capable of obtaining certification/frequency supportability and an "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 **Annexes "A - ACQ"** and **"A - ISS"** (SOW) for the MRR Acquisitions and MRR In-Service Support Contracts respectively. 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. DND assumes no obligation nor undertakes to review or to assess such documentation for accuracy or completeness, all such obligations remaining the responsibility of the Bidder.

If the proposed RF equipment is in use by the United States military, the equipment 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 contracts will be awarded until DND determines that the equipment can be operated in Canada.

## **6. References**

Unless otherwise indicated, a reference to "Contract" in Parts I to VI of this Solicitation means each of the the MRR Acquisition Contract and the MRR In-Service Support Contract, as the context requires; and, a reference to "Contracts" means both of them.

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

### **1. Bid Preparation Instructions**

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

#### **PART A: MRR ACQUISITION**

Section I: Technical Bid (three (3) hard copies) and (two (2) soft copies on CD/DVD/USB)

Section II: Management Bid (three (3) hard copies) and (two (2) soft copies on CD/DVD/USB)

Section III: Financial Bid (two (2) hard copies) and (one (1) soft copy on CD/DVD/USB)

Section IV: Certifications (two (2) hard copies) and (two (2) soft copies on CD/DVD/USB)

Section V: Industrial Regional Benefits Bid (6 hard copies, and 1 soft copy on CD)

#### **PART B: MRR IN-SERVICE SUPPORT**

Section I: Technical Bid (three (3) hard copies) and (two (2) soft copies on CD/DVD/USB)

Section II: Management Bid (three (3) hard copies) and (two (2) soft copies on CD/DVD/USB)

Section III: Financial Bid (two (2) hard copies) and (one (1) soft copy on CD/DVD/USB)

Section IV: Certifications (two (2) hard copies) and (two (2) soft copies on CD/DVD/USB)

Section V: Industrial Regional Benefits (6 hard copies, and 1 soft copy on CD)

Canada requests that Bidders clearly distinguish between the MRR Acquisition requirement and the MRR In-Service Support requirement by using the format:

Part A: MRR Acquisition

Part B: MRR In-Service Support

to clearly identify which requirement the section of their bid pertains to.

To facilitate Canada's evaluation of submitted bids, Canada requests that Bidders do not "cross reference" between Parts A and B and that information is included as requested in each part, even if repetition results.

For Section I, Technical Bid, a Technical Bid must be submitted for each of Part A: MRR Acquisition and Part B: MRR In-Service Support.

For Section II, Management Bid, a Management Bid must be submitted for each of Part A: MRR Acquisition and Part B: MRR In-Service Support.

For Section III, Financial Bid, pricing must be provided for each of Part A: MRR Acquisition and Part B: MRR In-Service Support.

For Section IV, Certifications, all certifications and/or documentation must be provided for each of Part A: MRR Acquisitions and Part B: MRR In-Service Support.

For Section V, Industrial Regional Benefits, the Industrial Regional Benefits proposal must be provided for each of Part A: MRR Acquisitions and Part B: MRR In-Service Support.

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;
- (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 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 should 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 in a Part of the bid, Bidders may refer to different sections in that Part 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**

### **(a) For Part A: MRR Acquisitions Contract:**

Bidders must submit their financial bid in accordance with Basis of Payment at **Annex "G - ACQ"** for the production, acceptance testing, delivery and support of the new Medium Range Radar (MRR) system as defined at **Annex "A - ACQ"** - 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.

### **(b) For Part B: MRR In-Service Support Contract:**

Bidders must submit their financial bid in accordance with Basis of Payment at **Annex "G - ISS"** for the work required to sustain the Medium Range Radar (MRR) systems as defined at **Annex "A - ISS"** - 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.

## **1.2 Exchange Rate Fluctuation**

- A) The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form PWGSC-TPSGC 450, Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
- B) The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
- C) The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).

- D) At time of bidding, the Bidder must complete columns (1) to (4) on form PWGSC-TPSGC 450, for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
- E) Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

**Section IV: Certifications**

Bidders must submit the certifications required under Part 5 for each of Part A: MRR Acquisition and Part B: MRR In-Service Support Contracts.

**Section V: Industrial Regional Benefits Bid**

Bidders must submit a Industrial Regional Benefits proposal for each of Parts A and B in accordance with **Annex** “E - ACQ” – Industrial Regional Benefits MRR Acquisition Contract and **Annex** “E - ISS” – Industrial Regional Benefits MRR In-Service Support Contract.

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## **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 and financial evaluation criteria and the Live Fire Evaluation.
- (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 at **Annexes** “K – ACQ” and “K – ISS”, Evaluation Plan of this Solicitation. These criteria will be evaluated in Phase 1 using the two-step process as described herein.

Canada reserves the right:

- (i) to adjust the pass/fail Mandatory and Point Rated technical evaluation results during Phase 1; and
- (ii) to adjust the Mandatory and Point Rated technical evaluation results of Phase 1 as a result of the Live Fire Evaluation (LFE) in Phase 2.

##### **1.1.1 Phase 1, Step 1: Initial Review of Bids for “Paper-Based” Mandatory Requirements**

- (a) Canada will conduct an initial review of each Bidder’s responses provided in their bid to determine if mandatory requirements, including mandatory requirements having a minimum mandatory pass standard, are considered to be responsive (collectively referred to in this section as “mandatory requirements”). This is a “paper-based” review only.
- (b) Following this initial review, the Contracting Authority will provide a “Preliminary Evaluation Report” to all Bidders.
  - (i) For Bidders whose bids were considered to be non-responsive to one or more mandatory requirements evaluated at Step 1, the Report will provide a list of those non-responsive mandatory requirements and, for mandatory requirements having a minimum mandatory pass standard, the score for such requirements.
  - (ii) Bidders whose bids were responsive on all mandatory requirements will receive a Preliminary Evaluation Report which will only identify that they were responsive for the mandatory requirements evaluated by Canada at Step 1; scores will not be provided for any requirement. No further information must be submitted by responsive Bidders.
- (c) The Preliminary Evaluation Report will provide only a list of those bid responses (by line item or category) that were considered to be non-responsive to the mandatory requirement(s).



- (d) Only non-responsive Bidders must submit further information in response to this Report. This information must be provided only for those specific sections of the Bidder's bid identified in the Report as being non-responsive and only to demonstrate compliance with the referenced mandatory requirements. Information submitted for any other line item or category will not be considered nor will submitted information be used to evaluate any other section of a Bidder's bid or the Solicitation requirement.
- (e) Information submitted by non-responsive Bidders in response to a Preliminary Evaluation Report must otherwise comply with the requirements of this Solicitation and must be based on the MRR system proposed in the Bidder's original bid. Hardware or software substitutions shall not be permitted.
- (f) Information submitted by non-responsive Bidders in response to a Preliminary Evaluation Report will be deemed to replace, in full, the non-responsive information or response in the Bidder's original bid as identified in the Report and will be used for the remainder of the bid evaluation process. Bidders must clearly indicate in their responses which information or item from the Preliminary Evaluation Report is being responded to.
- (g) The non-responsive Bidder's response to the Preliminary Evaluation Report must be submitted to the Bid Receiving Unit on or before the date and closing time specified in the Preliminary Evaluation Report.

Canada requests that non-responsive Bidders provide their response(s) using the Preliminary Evaluation Report format, responding to each item as described in the Report.

Canada will not provide information about any other bid or any information as to how the Bidder should complete its response to the Preliminary Evaluation Report or respond to Canada's questions.

Any adjustments to a bid by a Bidder are at the Bidder's sole discretion and will be made solely by the Bidder.

If no Bids are deemed non-responsive at Step 1, Canada will proceed to complete the Bid evaluation process, and will not conduct Step 2.

### **1.1.2 Step 2: Final Review of Mandatory Requirements**

Canada will conduct a final review of those non-responsive bids for which a Preliminary Evaluation Report was provided, to determine if all mandatory requirements, for which Bidder responses in Phase 1 were identified as being non-responsive, have been met as required in the Solicitation. Only those mandatory requirements identified as being non-responsive will be reviewed.

Bids which do not meet all mandatory requirements or bids which, as a result of information submitted at Step 1, have been rendered non-responsive for other mandatory requirements, will be deemed to be non-responsive and receive no further consideration.

Bids that have been deemed to be responsive to the mandatory requirements at the conclusion of the final review will continue to be evaluated; however, the original score received at Step 1 will not be adjusted and will remain the score for the remainder of the evaluation process at Step 2.

Following completion of Step 2 (if applicable), the remainder of the bid evaluation process will be conducted.

## **1.2 Financial Evaluation**

### **1.2.1 Evaluation of Price**

#### **1.2.1.2 Bids must be submitted in Canadian Currency;**

#### **1.2.1.3 Pricing provided in a bid for the MRR Acquisition Contract and the MRR In-Service Support Contract must be provided on the basis that the MRR systems and MRR systems Spares are to be delivered using DPP Destination, which is No. 7 Canadian Forces Supply Depot (7 CFSD), Edmonton, Alberta, Canada;**

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

**Annex G - ACQ - MRR Acquisition -Basis of Payment**

**Annex G - ISS - MRR In-Service Support -Basis of Payment**

Note that a Microsoft Spreadsheet has been provided for the purpose of the Financial Bid Evaluation, and may be found at **Annexes L -ACQ** and **Annex L -ISS – Financial Information Spreadsheet** of the resulting Contracts, respectively. This spreadsheet must be used by Bidders to provide the information required.

## **1.3 Industrial Regional Benefits Evaluation**

The Bidder's Industrial Regional Benefits bid will be evaluated by Industry Canada to ensure its compliance with the Industrial Regional Benefits requirements - in accordance with **Annex "E - ACQ"** – Industrial Regional Benefits for the MRR Acquisition Contract and **Annex "E - ISS"** – Industrial Regional Benefits for the MRR In-Service Support Contract.

## **1.4 Physical Validation - Live Fire Evaluation (LFE)**

Bidders whose bids are declared responsive following Phase 1, will be invited to participate in the Phase 2- LFE physical validation of their proposed MRR system.

### **1.4.1 The Physical Validation of a Bidder's proposed MRR system will be achieved through a Live Fire Evaluation (LFE), as outlined at Appendix 6 to Annex K - ACQ of this Solicitation.**

- 1.4.2 Bidders must submit a Live Fire Evaluation (LFE) Plan with their bid which follows the requirements of **Annex** “A – ACQ” MRR Acquisition SOW. The format of the LFE Plan is at the Bidder’s discretion. Within thirty (30) days of notification that the Bidder will progress to Phase 2, the LFE portion of the solicitation process, Canada requests that the Bidder provide the Contracting Authority with a proposed date and location of the LFE. The LFE date and location will be mutually agreed to by Canada and the Bidder.
- 1.4.3 Canada reserves the right to adjust the the Mandatory and Point Rated technical evaluation results of Phase 1 as a result of the Live Fire Evaluation (LFE) in Phase 2.

## **2. Management Bid**

While Canada has requested that Bidder’s submit a Management Bid as part of their bid to explain how the requirement will be managed in accordance with the requirements of **Annex** “A – ACQ” for the MRR Acquisition Contract and **Annex** “A - ISS” –for the MRR In-Service Support Contract , the Management Bid for Part A and Part B will not be evaluated.

## 2. Basis of Selection

To be declared responsive:

- (a) a bid must:
  - (i) comply with all the requirements of the bid solicitation; and
  - (ii) meet all mandatory criteria; and
  - (iii) meet all Industrial Regional Benefits requirements; and
- (b) the Bidder's proposed MRR system must pass the Live Fire Evaluation (LFE) as outlined in **Appendix 6 of Annex "K – ACQ"** of this Solicitation.

Bids not meeting (a) (i) and/or (a) (ii) and/or (a) (iii) during Phase 1 will be declared non-responsive, and receive no further consideration.

Bids not meeting (a) (i) and/or (a) (ii) and/or (a) (iii) and/or (b) during Phase 2 will be declared non-responsive, and receive no further consideration.

Canada reserves the right to adjust the the Mandatory and Point Rated technical evaluation results of Phase 1 as a result of the Live Fire Evaluation (LFE) in Phase 2.

Any adjustments to the Mandatory and / or Point Rated technical evaluation scores for a Bidder's proposed MRR system following the LFE at Phase 2 will be used in the final selection process.

The selection will be based on the highest responsive combined rating of technical merit and price for Part A and Part B of the bid. The ratio will be 65% for the technical merit and 35% for the price.

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%.

To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 35%.

For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

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 the contracts.

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 are 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 x 65= 39.0	600/2000 x 65= 19.5	900/2000 x 65= 29.25
		45/55 x 35 = 28.64	45/50 x 35 = 31.5	45/45 x 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 documentation for each of Part A: MRR Acquisitions and Part B: MRR In-Service Support to be awarded the contracts.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a Contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the applicable Contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under each of the MRR Acquisition and the MRR In-Service Support Contracts.

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

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

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

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**.

#### 1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the “FCP Limited Eligibility to Bid” list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed Annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed Annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

## **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 Rate or Price Certification**

C0001T (2007-05-25) Price Certification - Foreign Suppliers  
C0003T (2008-12-12) Price Certification - Canadian Suppliers

### **2.2 Education and Experience**

A3010T (2010-08-16) Education and Experience

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

### **1. Security Requirement**

There are NO security requirements associated with this RFP.

### **2. Financial Capability**

SACC Manual clause A9033T (2012-07-16) Financial Capability

### **3. Controlled Goods Requirement**

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

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

The following clauses and conditions apply to and form part of any MRR Acquisition Contract resulting from the bid solicitation. A reference to "Contract" in this Part 7 means the MRR Acquisition Contract.

### **1. Requirement**

#### **1.1 MRR Systems**

The Contractor must provide eight (8) Medium Range Radar (MRR) systems in accordance with the Requirement at **Annex "A - ACQ"** MRR Acquisition Contract and the technical and management portions of the Contractor's bid for Part A entitled \_\_\_\_\_ dated \_\_\_\_\_.

Delivery of the first two (2) MRR systems, including STTE, Spares, publications and training, is expected to be within the first twenty-four (24) months after Contract award.

Delivery of the remaining six (6) MRR systems, including the balance of STTE, Spares, publications and training is expected within thirty-six (36) months of Contract award.

All MRR systems, STTE and Spares must be delivered to 7 CFSD Edmonton, Alberta.

Canada and the Contractor will agree upon the final delivery schedule following Contract award, with adjustments as necessary during project execution.

#### **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 two (2) additional MRR systems

The Contractor grants to Canada the irrevocable option(s) to purchase up to two (2) additional MRR systems, including Spares (as required), described at **Annex "A - ACQ"** of the Contract, under the same conditions and at the prices and/or rates stated in **Annex "F –ACQ"**. The option may be exercised for one MRR system at a time or for both MRR systems at one time, and will be exercised within the first (12) months after Contract award.

The option(s) shall only be exercised by the Contracting Authority upon written notice to the Contractor, and will be evidenced, for administrative purposes only, through a contract amendment.



### 1.3 Task Authorizations

**1.3.1** All of the Work or a portion of the Work (including additional work requests arising when design changes or additional work may be required and the procedures are not included in the statement of work (AWRs) or Technical Investigation Engineering Services (TIES)) to be performed under the Contract will be on an "as and when requested basis" using a DND 626 Task Authorization Form ("**Task Authorization**") in accordance with **Annex "A – ACQ"** to this Contract.

The Work described in the Task Authorization must be in accordance with the scope of the Contract.

**1.3.2** In order to establish a clear understanding of the work for each task, the Technical Authority and Contractor shall establish definitive statements for each of the following aspects of all tasks, prior to issuance of a Task Authorization:

- a) requirements;
- b) identification of Work Element # with reference to the Statement of Work (SOW);
- c) priority;
- d) expenditure limitation for the performance of the work;
- e) labour hours by category;
- f) cost breakdown of the expenditure limitation, using the rates detailed in "**Annex F - ACQ**" of the Contract;
- g) other direct costs and material cost;
- h) task milestones with estimated activity and completion dates;
- i) acceptance criteria for the work; and
- j) the applicable basis(bases) and methods of payment as specified in the Contract.

**1.3.3** For quotes exceeding \$100,000.00 and/or longer in duration than 3 months, the Contractor may be requested to submit a completion plan identifying milestones against which progress can be measured as specified in the Statement of Work.

**1.3.4** Following agreement of the Technical Authority and the Contractor on those aspects of the task described above, the Contractor will provide a quote of the proposed total estimated cost for performing the task and a breakdown of all applicable elements of cost established in accordance with the Basis of Payment specified in the Contract, including labour hours by category, travel requirements outlining the number of trips and duration, personnel and other associated travel costs, other direct costs and materiel cost. This quote will be provided to the Technical Authority within 10 calendar days.

**1.3.5** If the quote is approved, the Procurement or Contracting Authority, as applicable, will provide the Contractor with a Task Authorization.

**1.3.6** The Task Authorization will contain the above-noted details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The Task Authorization will also include the applicable basis(bases) and methods of payment as specified in the Contract.

**1.3.7** The Procurement Authority approves Task Authorizations where the aggregate Task Authorization value, including amendments and Applicable Taxes, is below \$100,000. The Procurement Authority will forward the Task Authorization or amendment directly to the Contractor with a copy to the Contracting Authority and Technical Authority. The Contracting Authority must approve any Task Authorization where the aggregate Task Authorization value, including amendments and Applicable Taxes, is above \$100,000. The Contracting Authority will forward the Task Authorization or amendment directly to the Contractor with a copy to the Procurement Authority and Technical Authority.

**1.3.8** Amendments to the Task Authorization Form require completion of a DND626 amendment form.

**1.3.9** The Contractor must not commence work until an authorized Task Authorization (or DND626 amendment form, as the case may be) has been received by the Contractor. The Contractor acknowledges that any work performed before a Task Authorization (or DND626 amendment form, as the case may be) has been received will be done at the Contractor's own risk.

#### **1.4 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.

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

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

**1.5.2** The Contractor must provide this data in accordance with the reporting requirements detailed below or in **Annex "A- ACQ "** to this Contract. If 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.

**1.5.3** 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.

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

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

(a) 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 Task Authorizations; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized Task Authorizations.

## **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**

2030 (2013-06-27), General Conditions - Higher Complexity - Goods, as amended, apply to and form part of the Contract.

Subsection 22 of 2030, General Conditions – Higher Complexity - Goods, is amended as follows:

**Delete:** subsections 3 and 4

**Insert:**

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 solely 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.

### **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 and Support 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

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. Period of Contract and Delivery Date**

The period of performance will be from date of Contract award to completion and acceptance of all work under the MRR Acquisition Contract, including delivery and acceptance of the final MRR system acquired by Canada. Canada will confirm the conclusion of the period of performance of the Contract in writing, following which the Contract will be deemed to have terminated.

All the deliverables must be received in accordance with the milestone table provided in **Annex G - ACQ – Basis of Payment**, MRR Acquisition Contract.

### **5. Authorities**

#### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

James Bright  
Supply Team Leader  
Public Works and Government Services Canada  
Acquisitions Branch - Defence and Major Projects Sector (DMPS)  
Place du Portage, Phase III, 11, rue Laurier Street, 8C2 #61, Gatineau, QC K1A 0S5  
Government of Canada  
Telephone: (819) 956-6181  
Facsimile: (819) 956-0636  
E-mail address: james.bright@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 Technical Authority**

The Technical Authority for the Contract is:

TBD on Contract Award

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the CA.

## **5.3 Procurement Authority**

The Procurement Authority for the Contract is:

TBD on Contract Award

The Procurement 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 Procurement Authority, however the Procurement 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.

## **5.4 Industrial Regional Benefits Authority**

The Industrial Regional Benefits Authority for the Contract is:

Name: Pamela Clarke  
Title: Industrial and Regional Benefits Officer  
Organization: Industry Canada  
Industrial and Regional Benefits Directorate  
Address: 235 Queen Street, Ottawa, Ontario  
K1A 0H5 Canada  
Telephone: 613-960-3183  
Facsimile: 613-998-6703  
E-mail address: Pamela.Clarke@ic.gc.ca

## 5.5 Contractor's Representative

The Contractor's Representative for the Contract is:

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

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

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

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

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

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

## 6. Payment

### 6.1 MRR Acquisition

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices/firm rates, as specified in and in accordance with **Annex F - ACQ "Basis of Payment"** MRR Acquisition Contract. Customs duties are included and Applicable Taxes are extra.

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

### 6.2 TIES

In consideration of the Contractor satisfactorily completing all of its obligations under the applicable Task Authorization, the Contractor will be paid a ceiling price based on rates as specified in **Annex G - ACQ "Basis of Payment"** MRR Acquisition Contract subject to downward adjustment to reflect actual expenditures. Customs duties are included and Applicable Taxes are extra.

### 6.3 Milestone Payments – For MRR Systems

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in **Annex G - ACQ "Basis of Payment"** and the payment provisions of the Contract, up to one hundred percent (100%) 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; and

(b) all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives; and all work associated with the milestone and as applicable any deliverable required have been completed, inspected and accepted by Canada in accordance with the Contract.

## **6.4 Limitation of Expenditure**

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

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.

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.

## **6.5 SACC Manual Clauses**

A9117C (2007-11-30), T1204 – Direct Request by Customer Department  
C0307C (2008-05-12), Cost Submission  
C0705C (2010-01-11), Discretionary Audit  
C0711C (2008-05-12), Time Verification  
C2000C (2007-11-30), Taxes – Foreign-based Contractor  
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  
C2608C (2012-07-16), Canadian Customs Documentation  
C2610C (2007-11-30), Customs Duties – Department of National Defence – Importer  
C2611C (2007-11-30), Customs Duties - Contractor Importer  
C2801C (2011-05-16), Priority Rating – Canadian-based Contractors

## **7. Invoicing Instructions**

### **7.1 Milestone Payments for the MRR System**

The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment (<http://www.pwgsc.gc.ca/acquisitions/text/forms/forms-e.html>) 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; and
- (d) a copy of the monthly progress report.

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.

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 Payments Other Than Milestone Payments**

Contractor invoices not subject to milestone payments must be in accordance with the section entitled "Invoice Submission" of 2030 (2013-06-27) General Conditions – Higher Complexity – Goods. 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, and vouchers for all direct expenses; and
- c. a copy of the monthly progress report.

Invoice must be distributed as follows:

- a. 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
- b. the Technical Authority will then forward the original invoice to the Payment Office for the remaining certification and payment action.



### **7.3 Payments for Technical Investigation Engineering Services (TIES)**

7.3.1 Payment by Canada to the Contractor for TIES work shall be made following satisfactory completion of the associated work and acceptance by DND.

### **7.4 Payment Period and Invoicing Objections**

7.3.3 Payment by Canada to the Contractor 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.

### **7.5 Form of Invoice**

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 7.3 to apply for the sole purpose of calculating interest on overdue accounts.

## **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 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor acknowledges and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by HRSDC will render the Contractor in default in accordance with the terms of the Contract.

## **9. Applicable Laws**

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

## **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 4001(2013-01-28) Hardware Purchase, Lease and Maintenance;
- (c) the supplemental general conditions 4003 (2010-08-16) Licensed Software;
- (d) the supplemental general conditions 4004 (2013-04-25 ) Maintenance and Support for Licensed Software;
- (d) the supplemental general conditions 4006(2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information;
- (e) the supplemental general conditions 4010 (2012-07-16) Services – Higher Complexity;
- (f) the general conditions 2030 (2013-06-27) General Conditions – Higher Complexity – Goods, as amended herein;
- (g) **Annex A** - ACQ, Statement of Work (SOW) Medium Range Radar Acquisition (MRR-A);
- (h) **Annex G** - ACQ, Basis of Payment;
- (i) **Annex F** - ACQ, Industrial Regional Benefits Proposition;
- (j) **Annex J** - ACQ, Federal Contractors Program for Employment Equity - Certification;
- (k) the signed Task Authorizations (including all of its **Annexes**, if any);
- (l) the Contractor's bid entitled \_\_\_\_\_ and dated \_\_\_\_\_.

## **11. Defence Contract**

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

## **12. Foreign Nationals**

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)  
SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

## **13. Insurance**

SACC Manual clause G1005C (2008-05-12) Insurance

## **14. Controlled Goods Program**

SACC Manual clause A9131C (2011-05-16), Controlled Goods Program  
SACC Manual clause B4060C (2011-05-16), Controlled Goods Program

## **15. 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:

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](mailto:ContractAdmin.DQA@forces.gc.ca).

## **16. Quality Plan**

No later than 30 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"*.

## **17. Shipping Instructions - Delivery at Destination**

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

- (a) Delivered Duty Paid (DDP)7 Canadian Forces Supply Depot, Edmonton, Alberta, Canada, Canada Incoterms 2000 for shipments from a commercial contractor.

## **18. Preparation for Delivery**

The Contractor must prepare items 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.

## **19. Bar Coding – Package Marking**

The Contractor must apply, on the package, bar code information for item one (1) with NATO Stock Number (NSN), using bar code symbology UCC/EAN-128 (Uniform Code Council/EAN International). Below the bar code symbol, the contractor shall apply the Human-Readable Interpretation (HRI) markings.

The bar code marking(s) must be legible, applied to printable surface or label and positioned in accordance with the Canadian Forces Packaging Specification D-LM-008-002/SF-001, Marking for Storage and Shipment (in effect at the closing date of the bid solicitation).

## **20. Design Change for the MRR System**

For any proposed design change/deviation to Contract specifications for the MRR system, the Contractor must complete Part 1 of the Design Change/Deviation form DND 672 and forward one (1) copy to the Technical Authority and one (1) copy to the Contracting Authority.

The Contractor will be authorized to proceed upon receipt of the design change/deviation form signed by the Contracting Authority. A contract amendment will be issued to incorporate the design change/deviation in the Contract.

## **21. SOW Reference Documents**

In those instances where the MRR-Acquisition SOW identifies materials, information, documents or processes which have been created under or are applicable to the MRR – In-Service Support SOW and which are also applicable to the MRR – Acquisition Contract or MRR Acquisition SOW, then those documents are deemed to be incorporated by reference into and form part of this Contract.

## **22. SACC Manual Clauses**

A9062C (2011-05-16), Canadian Forces Site Regulations  
B4055C (2008-05-12), Material Change Notice;  
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 –  
D5540C (2010-08-16), ISO 9001:2008 Quality Management Systems – Requirements Quality Assurance Code Q  
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;  
D5606C (2012-07-16), Release Documents (Department of National Defence - Canadian-based Contractor;  
D6010C (2007-11-30), Palletization;  
D9002C (2007-11-30), Incomplete Assemblies;

## **ANNEXES FOR THE MRR ACQUISITION CONTRACT**

**ANNEX A-ACQ**  
**STATEMENT OF WORK (SOW)**  
**MEDIUM RANGE RADAR ACQUISITION (MRR-A)**

**ANNEX C-ACQ**  
**CANADIAN ARMY MRR CONTRACT DATA REQUIREMENTS LIST (CDRL)**

**ANNEX D-ACQ**  
**CANADIAN ARMY MRR APPLICABLE DOCUMENTS**

**ANNEX E-ACQ**  
**CANADIAN ARMY MRR LIST OF ACRONYMS AND DEFINITIONS**

**ANNEX F-ACQ**  
**Industrial Regional Benefits**

**ANNEX G-ACQ**  
**BASIS OF PAYMENT MRR ACQUISITION CONTRACT**

**ANNEX H-ACQ**  
**CLAIM FOR EXCHANGE RATE ADJUSTMENTS**

**ANNEX I**  
**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY –**  
**CERTIFICATION**

**ANNEX J-ACQ**  
**CONSENT TO A CRIMINAL RECORD VERIFICATION**  
**FORM - PWGSC-TPSGC 229**

**ANNEX K**  
**EVALUATION PLAN**  
**(See attached)**

**ANNEX L-ACQ**  
**BASIS OF PAYMENT SPREADSHEET FOR FINANCIAL EVALUATION**

**APPENDIX 3 TO ANNEX A-ACQ**  
**DND 626 TASK AUTHORIZATION FORM**

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

The following clauses and conditions apply to and form part of any MRR In-Service Support Contract resulting from the bid solicitation. A reference to “Contract” in this Part 8 means the MRR In-Service Support (ISS) Contract.

### **1. Requirement**

The Contractor must perform the Work in accordance with the Statement of Work (SOW) at **Annex “A - ISS” - 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 in this article and at Section 6 of the **Annex “A - ISS” 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 On-Site Field Service Representative (FSR) Services**

- (i) The Contractor shall provide on-site FSR services in accordance with the ISS SOW for variable and optional periods following the successful completion of the first Site Acceptance Test. Dedicated on-site FSRs 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.
- (ii) Any FSR supplied by the Contractor must have sufficient knowledge, training, qualifications and authority to conduct the Work as required, including assisting Canada in the execution of the Work or assuming the direction and management of the Work, as required.
- (iii) The Contractor may also submit proposals for other forms of field-level support. The receipt of a proposal does not obligate Canada to accept such proposal. Any accepted proposal will follow the Task Authorization approval process.



## 1.2 Task Authorizations

**1.2.1** All of the Work or a portion of the Work (including additional work requests arising when design changes or additional work may be required and the procedures are not included in the statement of work (AWRs), Technical Investigation Engineering Services (TIES) and Field Service Representatives (FSRs)) to be performed under the Contract will be on an "as and when requested basis" using a DND 626, Task Authorization Form ("**Task Authorization**") in accordance with **Appendix 1 to Annex "A – ISS"** to this Contract. The Work described in the Task Authorization must be in accordance with the scope of the Contract.

**1.2.2** In order to establish a clear understanding of the work for each task, the Technical Authority and Contractor shall establish definitive statements for each of the following aspects of all tasks, prior to issuance of a Task Authorization:

- a) requirements;
- b) identification of Work Element # with reference to the Statement of Work (SOW);
- c) priority;
- d) expenditure limitation for the performance of the work;
- e) labour hours by category;
- f) cost breakdown of the expenditure limitation, using the rates detailed in **Annex "F – ISS"**;
- g) other direct costs and material cost;
- h) task milestones with estimated activity and completion dates;
- i) acceptance criteria for the work; and
- j) the applicable basis(bases) and methods of payment as specified in the Contract.

**1.2.3** For quotes exceeding \$100,000.00 and/or longer in duration than 3 months, the Contractor may be requested to submit a completion plan identifying milestones against which progress can be measured as specified in the Statement of Work.

**1.2.4** Following agreement of the Technical Authority and the Contractor on those aspects of the task described above, the Contractor will provide a quote of the proposed total estimated cost for performing the task and a breakdown of all applicable elements of cost established in accordance with the Basis of Payment specified in the Contract, including labour hours by category, travel requirements outlining the number of trips and duration, personnel and other associated travel costs, other direct costs and materiel cost. This quote will be provided to the Technical Authority within 10 calendar days.

**1.2.5** If the quote is approved, the Procurement or Contracting Authority, as applicable, will provide the Contractor with a Task Authorization.

**1.2.6** The Task Authorization will contain the above-noted details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The Task Authorization will also include the applicable basis(bases) and methods of payment as specified in the Contract.

**1.2.7** The Procurement Authority approves Task Authorizations where the aggregate Task Authorization value, including amendments and Applicable Taxes, is below \$100,000. The Procurement Authority will forward the Task Authorization or amendment directly to the Contractor with a copy to the Contracting Authority and Technical Authority. The Contracting Authority must approve any Task Authorization where the aggregate Task Authorization value, including amendments and Applicable Taxes, is above \$100,000. The Contracting Authority will forward the Task Authorization or amendment directly to the Contractor with a copy to the Procurement Authority and Technical Authority.

**1.2.8** Amendments to the Task Authorization Form require completion of a DND626 amendment form.

**1.2.9** Contractor must not commence work until an authorized Task Authorization (or DND626 amendment form, as the case may be) has been received by the Contractor. The Contractor acknowledges that any work performed before a Task Authorization (or DND626 amendment form, as the case may be) has been received will be done at the Contractor's own risk.

### **1.3 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.

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

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

**1.4.2** The Contractor must provide this data in accordance with the reporting requirements detailed below or in **Annex "A -ISS"** (SOW). If 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.

**1.4.3** 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.

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

#### **1.4.5 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 Task Authorizations; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized Task Authorizations.

## **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 (2013-06-27), 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 requirement applicable to this Contract.

## **4. Term of Contract**

### **4.1 Period of the Contract**

This Contract will be awarded concurrently with the MRR – Acquisition Contract. However, the period of performance of the Contract will be for a period of five (5) years from the date upon which the first MRR system has been delivered and accepted by Canada in accordance with the MRR – Acquisition Contract and the Contracting Authority has provided written notice to the Contractor that the period of performance of this Contract shall begin. The initial term of the Contract will be from the date of Contract award to the end of the initial five (5) year period of performance.

## **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 five (5) year periods, followed by five (5) one (1) year periods, 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 one hundred and twenty (120) 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.

## **4.3 WIP Reports**

At least ninety (90) days prior to the end of the Contract period (including any extension or option period then in effect), the Contractor shall provide to the Procurement Authority (with a copy to the Contracting Authority) a complete list of all Work in Process (WIP) and Task Authorizations in progress, together with a description of the status for each, including percentage completed and estimated time to complete. Any WIP which the Contractor believes cannot be completed before the end of the then current Contract period must be specifically identified and the rationale as to why it cannot be completed must be explained.

For work that is identified as not being capable of completion prior to the expected end of the Contract, The Contracting Authority will, at its discretion:

- a. direct the Contractor to terminate such Work; or
- b. direct the Contractor to prepare to transition the work to a successor contract; or
- b. exercise the Wind-Down option, as provided in Section 4.4, and amend the applicable Task Authorization, if required, using the DND626 amendment form.

## **4.4 Wind-down Option Grant**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to ninety (90) days under the same terms and conditions, including payment, as the then current period of performance. This option is solely for the completion of Work in Process (WIP) identified by the Contractor and accepted by Canada as being unable to be completed prior to the end of the Contract period. No new Work or Task Authorizations shall be permitted or authorized within this option period. Canada is not required to utilize any or all of its options pursuant to Section 4.2 before exercising this wind-down option period.

## **5. Authorities**

### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

James Bright  
Supply Team Leader  
Public Works and Government Services Canada  
Acquisitions Branch  
Defence and Major Projects Sector (DMPS)  
Place du Portage, Phase III, 11, rue Laurier Street, 8C2 #61, Gatineau, QC K1A 0S5  
Government of Canada  
Telephone: (819) 956-6181  
Facsimile: (819) 956-0636  
E-mail address: James. Bright@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 Technical Authority**

The Technical Authority for the Contract is:

TBD at Contract Award

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### **5.3 Procurement Authority**

The Procurement Authority for the Contract is:

TBD at Contract Award

The Procurement 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 Procurement Authority, however the Procurement 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.

## 5.4 Industrial Regional Benefits Authority

The Industrial Regional Benefits Authority for the Contract is:

Name: Pamela Clarke  
Title: Industrial and Regional Benefits Officer  
Organization: Industry Canada  
Industrial and Regional Benefits Directorate  
Address: 235 Queen Street, Ottawa, Ontario  
K1A 0H5 Canada  
Telephone: 613-960-3183  
Facsimile: 613-998-6703  
E-mail address: Pamela.Clarke@ic.gc.ca

## 5.5 Contractor's Representative

The Contractor's Representative for the Contract is:

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

## 6. Payment

### 6.1 Basis of Payment - Limitation of Expenditure

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

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.

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 Monthly Payment; Holdbacks**

6.2.1 Subject to Article 6.2.2, Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; and
- (b) all such documents have been verified by Canada; and
- (c) the Work delivered has been accepted by Canada.

6.2.2 The Contractor must achieve Operational Availability in accordance with section 3.1 **Annex** "A – ISS" (SOW) in each month. Operational Availability must be achieved in each month, and is not calculated on an average basis.

- (a) For any month in which the Contractor does not achieve or is unable to demonstrate that Operational Availability has been met for such period in accordance with section 3.1 **Annex** "A – ISS" (SOW), Canada shall pay the Contractor an amount that is equal to the monthly invoice total, less a ten percent (10%) holdback (GST/HST excluded).
- (b) Holdbacks will be payable by Canada only if the Contractor achieves or is able to demonstrate that Operational Availability has been met in a subsequent month.
- (c) Goods and Services tax or Harmonized Sales tax (GST/HST), as appropriate, is to be calculated and paid on the total amount of the claim before the holdback is applied. At the time that the holdback is released, there will be no GST/HST payable, as it was included in previous payments.
- (d) Nothing in this section otherwise limits the rights or remedies which Canada may otherwise have under the Contract (including the right to terminate the Contract for default) or under the law generally.



### **6.3 SACC Manual Clauses**

A9117C (2007-11-30), T1204 – Direct Request by Customer Department  
C0307C (2008-05-12), Cost Submission  
C0705C (2010-01-11), Discretionary Audit  
C0711C (2008-05-12), Time Verification  
C2000C (2007-11-30), Taxes – Foreign-based Contractor  
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  
C2608C (2012-07-16), Canadian Customs Documentation  
C2610C (2007-11-30), Customs Duties – Department of National Defence – Importer  
C2611C (2007-11-30), Customs Duties - Contractor Importer  
C2801C (2011-05-16), Priority Rating – Canadian-based Contractors

## **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.

(a) Each claim must provide:

- (i) all information required on form PWGSC-TPSGC 1111;
- (ii) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- (iii) the description and value of the milestone claimed as detailed in the Contract.

(b) Each claim must be supported by:

- (i) a copy of time sheets to support the time claimed;
- (ii) original copies of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
- (iii) a copy of the monthly progress report;
- (iv) proof that Operational Availability has been met for such period in accordance with section 3.1 **Annex "A – ISS"** (SOW)

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 Technical Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

7.1.4 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.

7.1.5 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 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by HRSDC will constitute the Contractor in default in accordance with the terms of the Contract.

## **9. Applicable Laws**

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

## **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 4001 (2013-01-28), Hardware Purchase, Lease and Maintenance;
- (c) the supplemental general conditions 4003 (2010-08-16), Licensed Software;
- (d) the supplemental general conditions 4004 (2013-04-25), Maintenance and Support Services for Licensed Software;
- (e) the supplemental general conditions 4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information;
- (f) the supplemental general conditions 4012 (2012-07-16), Goods – Higher Complexity;
- (g) the general conditions 2035 (2013-06-27), General Conditions – Higher Complexity - Services;
- (h) **Annex A** - ISS, Statement of Work (SOW) Medium Range Radar In-Service Support (ISS);
- (i) **Annex G** - ISS, Basis of Payment;
- (j) **Annex F** - ISS, Industrial Regional Benefits;
- (k) **Annex J** - ISS, Federal Contractors Program for Employment Equity - Certification;
- (l) the signed Task Authorizations (including all of its **Annexes**, if any);
- (m) the Contractor's bid entitled \_\_\_\_\_ and dated \_\_\_\_\_.

## **11. Defence Contract**

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

## **12. Foreign Nationals**

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

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

## **13. Insurance**

SACC Manual clause G1005C (2008-05-12) Insurance

## **14. Controlled Goods Program**

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

## **15. Shipping Instructions - Delivery at Destination**

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

(b) Delivered Duty Paid (DDP)

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

## **16. Preparation for Delivery**

The Contractor must prepare items 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.

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.

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.

## **17. SACC Manual Clauses**

A9062C (2011-05-16), Canadian Forces Site Regulations  
B4055C (2008-05-12), Material Change Notice  
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  
D5606C (2012-07-16), Release Documents (Department of National Defence - Canadian-based Contractor  
D6010C (2007-11-30), Palletization  
D9002C (2007-11-30), Incomplete Assemblies

## **18. Design Change**

For any proposed design change/deviation to the MRR system, the Contractor must complete Part 1 of the Design Change/Deviation form DND 672 and forward one (1) copy to the Technical Authority and one (1) copy to the Contracting Authority.

The Contractor will be authorized to proceed upon receipt of the design change/deviation form signed by the Contracting Authority. A contract amendment will be issued to incorporate the design change/deviation in the Contract.

## **19. SOW Reference Documents**

In those instances where the MRR-In-Service Support SOW identifies materials, information, documents or processes which have been created under or are applicable to the MRR Acquisition SOW and which are also applicable to the MRR In-Service Support Contract or MRR In-Service Support SOW, then those documents are deemed to be incorporated by reference into and form part of this Contract.

**ANNEX A-ISS**  
**STATEMENT OF WORK (SOW)**  
**MEDIUM RANGE RADAR IN-SERVICE SUPPORT (MRR-ISS)**

**ANNEX C-ISS**  
**CANADIAN ARMY MRR CONTRACT DATA REQUIREMENTS LIST (CDRL)**

**ANNEX D-ISS**  
**CANADIAN ARMY MRR APPLICABLE DOCUMENTS**

**ANNEX E-ISS**  
**CANADIAN ARMY MRR LIST OF ACRONYMS AND DEFINITIONS**

**ANNEX F-ISS**  
**Industrial Regional Benefits**

**ANNEX G-ISS**  
**BASIS OF PAYMENT MRR IN-SERVICE SUPPORT CONTRACT**

**ANNEX H-ISS**  
**CLAIM FOR EXCHANGE RATE ADJUSTMENTS**

**ANNEX I**  
**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY –  
CERTIFICATION (see below)**

**ANNEX J-ISS**  
**CONSENT TO A CRIMINAL RECORD VERIFICATION  
FORM - PWGSC-TPSGC 229**

**ANNEX K**  
**EVALUATION PLAN**

**ANNEX L-ISS**  
**BASIS OF PAYMENT SPREADSHEET FOR FINANCIAL EVALUATION**

**APPENDIX 1 TO ANNEX A-ISS**  
**DND 626 TASK AUTHORIZATION FORM**

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## ANNEX I FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [HRSDC-Labour's website](#).

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

**OR**

- ☐ A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

**OR**

- ☐ B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed **Annex** Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

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

Solicitation No. – No de l'invitation  
W8476-133817/E  
Client Ref. No. – No de réf. du client  
W8476-133817

Amd. No. – No de la modif.  
File no. – No du dossier  
029qdW8476-133817

Buyer ID – Id de l'acheteur  
029QD  
CCC no./No CCC – FMS No/No VME

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