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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 will have a value proposition for each of the MRR Acquisition and MRR In-Service Support Contracts. The methodology used to evaluate Value Propositions are in **Annex F – ACQV2**, MRR Acquisition and **Annex F – ISSV2**, MRR In-Service Support, respectively.

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.

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.

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.

1.1 General SACC Clauses

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

Paragraphs 4 and 5 of Section 01, Integrity Provisions - Bid of Standard Instructions - Goods or Services - Competitive Requirements 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.

Paragraph 4 of Section 05, Submission of Bids 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 Annex "A - ACQ"** and **Appendix 2 of "Annex 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.

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 Technical Benefits Bid (6 hard copies, and 1 soft copy on CD)

Section VI: Value Proposition Plan (ACQ) (8 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 Technical Benefits Bid (6 hard copies, and 1 soft copy on CD)

Section VI: Value Proposition Plan (ISS) (8 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 Technical Benefits, the Industrial Technical Benefits proposal must be provided for each of Part A: MRR Acquisitions and Part B: MRR In-Service Support.

For Section VI, Value Proposition Plan, a Value Proposition Plan 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 – ACQV2"** 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 Technical Benefits Bid

Bidders must submit a Industrial Technical Benefits proposal for each of Parts A and B in accordance with **Annex** "F – ACQV2" – Industrial Technical Benefits MRR Acquisition Contract and **Annex** "F – ISSV2" – Industrial Technical Benefits MRR In-Service Support Contract.

Section VI: Value Proposition Plan

Bidders must submit a Value Proposition Plan for each of Parts A and B in accordance with **Annex** "M - ACQ" – Value Proposition MRR Acquisition Contract and **Annex** "M - ISS" – Value Proposition MRR In-Service Support Contract.

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 (LFE). For the purposes of this solicitation, Canada will utilize a two-phased evaluation process as more fully described herein.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Evaluation Overview and Underlying Principles

- (a) Canada is conducting a two-phased bid evaluation process for this requirement. Phase 1 consists of a two step process for the evaluation of bids and Phase 2 consists of a Live Fire Evaluation of proposed MRR system(s). Only those Bidders whose bids are deemed to be responsive at the completion of Phase 1 will be invited to participate in Phase 2.
- (b) **Notwithstanding the limited review which Canada may conduct for certain parts of the solicitation during Step 1 of Phase 1, Bidders are and will remain solely responsible for the accuracy and completeness of their bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying errors or omissions in bids submitted nor does Canada undertake to identify any or all such errors or omissions. BIDDERS ARE AND WILL REMAIN SOLELY RESPONSIBLE FOR ENSURING CONSISTENCY OF THE INFORMATION SUBMITTED IN THEIR BIDS AT ALL TIMES. WITHOUT LIMITING THE FOREGOING, BIDDERS ARE AND WILL REMAIN SOLELY RESPONSIBLE FOR ENSURING THAT ANY INFORMATION PROVIDED IN RESPONSE TO A PRELIMINARY EVALUATION REPORT IS CONSISTENT WITH ANY OTHER INFORMATION ORIGINALLY SUBMITTED IN THEIR BID IN RESPONSE TO OTHER REQUIREMENTS. FAILURE TO DO SO MAY PREJUDICE THE EVALUATION OF PREVIOUSLY SUBMITTED INFORMATION AND/OR RENDER THE BID NON-RESPONSIVE.**
- (c) Notwithstanding that this solicitation divides the bid into two parts (Part A: MRR Acquisition and Part B: MRR In-Service Support), Canada may consider information submitted for one part in its evaluation of the other part. It is the Bidder's responsibility to ensure consistency amongst all parts of its bid.
- (d) This two-phased bid evaluation process shall not limit Canada's rights under *SACC 2003 (2014-03-01) Standard instructions – Goods or Services – Competitive Requirements* nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right.

1.2 Phase 1: “Paper-Based” Bid Evaluation

1.2.1 Step 1:

- (a) For each bid, Canada will conduct the limited review for each Section as described below.

(i) Section I: Technical Bid

Bidder responses to the following solicitation requirement documents will be reviewed:

Annex C – ACQ – Canadian Forces MRR Contract Data Requirements List (CDRL) and Annex C- ISS - Canadian Forces ISS Contract Data Requirements List (CDRL); and

Appendices 2, 3, 4, 5 and 6 of Annex K – ACQ – Evaluation Plan and Annex K – ISS – Evaluation Plan.

Review Parameters:

Canada will determine if mandatory requirements having a pass/fail, and mandatory point-rated requirement having a minimum mandatory pass standard, are considered to be responsive. A bid is considered to be non-responsive if it either fails to achieve a “pass” rating on a mandatory pass/fail requirement or it fails to achieve the minimum mandatory pass standard for a mandatory point-rated requirement reviewed.

Canada will conduct a limited review of the Bidder’s response to the above-noted documents for the sole purpose of identification of a failure to confirm compliance by submitting, signing or similarly verifying compliance only for Proof of Compliance requirements that must be submitted with the bid. For supporting documentation, Canada will only review whether the requisite document was submitted and, if signature or confirmation is required, whether such document is signed or confirmed in accordance with the solicitation requirements.

(ii) Section II: Management Bid

No Evaluation

(iii) Section III: Financial Bid

Documents to be reviewed:

Annex G – ACQV2 - Basis of Payment, MRR Acquisition
Annex G - ISS - Basis of Payment, MRR In-Service Support -

Annex L – ACQV2 – Financial Information Spreadsheet, MRR Acquisition
Annex L – ISS V2– Financial Information Spreadsheet, MRR In-Service Support

Review Parameters:

Canada will conduct a limited review for the sole purpose of identifying whether required data is missing from the bid, such as, for example, a line item left blank. Only this information may be added to the Financial Bid for Step 2, except that, in those instances where the addition of such information will necessarily result in a change to other pricing or cost information previously submitted as a result of calculations required by the solicitation (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. **Any other changes to the Bid shall be considered to be new information and shall be disregarded.**

(iv) Section IV: Certifications

A limited review by Canada for the sole purpose of identification of a failure to confirm by submitting, signing or similarly verifying acceptance only for certifications required to be submitted with the solicitation.

(v) Section V and VI: Industry Technical Benefits Bid and Value Proposition Plan:

Bidder responses to the following solicitation requirement documents will be reviewed:

Annex “F – ACQV2” – Industrial Technical Benefits for the MRR Acquisition Contract.

Annex “E – ISSV2” – Industrial Technical Benefits for the MRR In-Service Support Contract.

Annex “M-ACQ” – Value Proposition Plan for the MRR Acquisitions Contract.

Annex “M-ISS” – Value Proposition Plan for the MRR In-Service Support Contract.

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- Canada will determine if mandatory requirements having a pass/fail are considered to be responsive. A bid is considered to be non-responsive if it fails to achieve a “pass” rating on a mandatory pass/fail requirement.
- (b) After this initial review, if any bid is determined to be non-responsive in accordance with the review parameters noted above, the Contracting Authority will provide each Bidder with a “Preliminary Evaluation Report” (or “Report”) listing only the non-responsive requirements (and, for mandatory point-rated requirements, the score for such requirement) and the applicable solicitation references. If all bids are determined to be responsive, no Preliminary Evaluation Reports will be issued and the Contracting Authority will complete the full bid evaluation using the original bid documents submitted.
 - (c) Bidders whose bids are considered to be non-responsive will be invited by the Contracting Authority to submit additional or different information to demonstrate to Canada, in accordance with the solicitation, that the bid is compliant with the solicitation requirements. **Except as expressly permitted above, 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.**
 - (d) For Bidders whose bids are considered to be responsive, the Report will only identify that they are responsive for the mandatory requirements evaluated; scores will not be provided.
 - (e) All Bidders are requested to provide written confirmation of receipt of the Report to the Contracting Authority. Bidders who do not confirm receipt will be deemed to have received the Report as of the date issued by Canada.
 - (f) Only non-responsive Bidders must submit further information in response to a Report.
 - (g) Submitted information must be based on the MRR system proposed by the Bidder at bid closing. A Bidder responding to a request for information must not modify, alter or substitute any of the proposed hardware, or software or In-Service Support activities to correct a non-responsive issue. All submitted information must otherwise comply with the requirements of this solicitation. Failure to comply with these requirements will result in the additional or different information being returned to the Bidder and the bid will be declared non-responsive.
 - (h) Information submitted by non-responsive Bidders in response to a Report and accepted by Canada will be deemed to replace, in full, **only** 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 for each response which non-responsive mandatory requirement identified in the Report is being responded to.
 - (i) Canada requests that submitted information follow the Report format and respond to each item as described in the Report.

- (j) Responses to the Report must be submitted to the Bid Receiving Unit on or before the date and time specified in the Report. Failure to do so will result in the bid being deemed non-responsive and the bid will receive no further consideration.
- (k) Any adjustments to a non-responsive bid are at the Bidder's sole discretion and will be made solely by them. Canada will not provide information about any other bid or any information as to how a Bidder should complete its response, if any, to the Report. **Bidders are and will remain solely responsible for the accuracy and completeness of their bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying errors or omissions in bids submitted nor does Canada undertake to identify any or all such errors or omissions. BIDDERS ARE AND WILL REMAIN SOLELY RESPONSIBLE FOR ENSURING CONSISTENCY OF THE INFORMATION SUBMITTED IN THEIR BIDS AT ALL TIMES. WITHOUT LIMITING THE FOREGOING, BIDDERS ARE AND WILL REMAIN SOLELY RESPONSIBLE FOR ENSURING THAT ANY INFORMATION PROVIDED IN RESPONSE TO A PRELIMINARY EVALUATION REPORT IS CONSISTENT WITH ANY OTHER INFORMATION ORIGINALLY SUBMITTED IN THEIR BID IN RESPONSE TO OTHER REQUIREMENTS. FAILURE TO DO SO MAY PREJUDICE THE EVALUATION OF PREVIOUSLY SUBMITTED INFORMATION AND/OR RENDER THE BID NON-RESPONSIVE.**
- (l) For those instances where a Bidder chooses not to submit additional or different information for a mandatory requirement identified as non-responsive in a Report, the Bidder must submit a response indicating "No Change" for such mandatory requirement and the original response for that line item will continue to apply. If a Bidder does not respond to a mandatory requirement identified as non-responsive, the Bidder will be deemed to have provided a "No Change" response and the original response for that line item will continue to apply.

1.2.2 Phase 1, Step 2: Final Bid Review

- (a) Canada will conduct a final review of the mandatory requirements listed in the "Preliminary Evaluation Report" provided to each Bidder, taking into account the additional or different information submitted, to determine if these requirements have been met as required in the solicitation. Should one or more of the requirements initially evaluated as non-responsive continue to be evaluated as non-responsive after review of the additional or different information; the bid will be deemed non-responsive and will not be given any further consideration. The bid will also be evaluated as non-responsive if the additional or different information submitted renders non-responsive any other mandatory requirements, including point rated criteria having a minimum pass standard.
- (b) Bids that have demonstrated responsiveness at the conclusion of the final review to all mandatory requirements, including point rated criteria having a minimum pass standard, will continue to be evaluated. For point rated criteria having a minimum pass standard, if the additional or different information provided by a Bidder renders the criteria responsive, those criteria will be deemed responsive; however, the original score received will not be changed and shall remain the final score for Phase 1.

- (d) Bidders whose bids have been deemed to be responsive at the conclusion of Step 2 will be invited to participate in Phase 2, Live Fire Evaluation.

1.3 Phase 2: Live Fire Evaluation (LFE)

Phase 2 consists of the the Physical Validation of a Bidder's proposed MRR system, achieved through a Live Fire Evaluation (LFE), as outlined at Appendix 6 to Annex K - ACQ Evaluation Plan of this solicitation.

Bidders must submit a Live Fire Evaluation (LFE) Plan with their bid which follows the requirements of Annex A – ACQ Statement of Work (SOW) (MRR-A). 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.

Canada reserves the right to adjust the pass/fail Mandatory and Point Rated technical evaluation results and scores awarded at Phase 1 as a result of the Live Fire Evaluation (LFE). The score received at the conclusion of the LFE constitutes the Bidder's final score.

1.4 Management Bid

While Canada requires that Bidders 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 Statement of Work (SOW) 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 Technical Benefits requirements<
 - (iv) meet all Value Proposition requirements
- (b) the Bidder's proposed MRR system must pass the Live Fire Evaluation (LFE) as outlined in **Appendix 6 of Annex "K – ACQV2"** 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, price and Value Proposition for Part A and Part B of the bid. The ratio will be 58.5% for the technical merit, 31.5% for the price and 10% for the Value Propositions.

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 .585.

To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and multiplied by .315.

To establish the Value Proposition score:

1. Bidders will be required to commit to a Value Proposition representing 30% of the Acquisition Contract bid price and 50% of the ISS Contract bid price.
2. Bidders will be able to earn up to 10 Value Proposition Points (VPPs), representing 10% of the total bid score, to the extent that they commit to a VP in the specified market segments in excess of the minimum requirements. Bidders may earn .12 of a VPP for each percentage point above the minimum VP commitment for the Acquisition Contract and may earn .03 of a VPP for each percentage point above the minimum VP commitment for the ISS Contract. The maximum number of allowable VPPs for VP commitments over the minimum requirement is 10. Included is a sample scoring sheet that shows how the maximum 10 VPPs could be achieved.

For each responsive bid, the technical merit score, the pricing score and the Value Proposition 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 nor the highest Value Proposition score will necessarily be accepted. The responsive bid with the highest combined rating of technical merit, price and Value Proposition 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 58.5/31.5/10 ratio of technical merit, price and Value Proposition, 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	$1200/2000 \times 58.5 = 35.1$	$600/2000 \times 58.5 = 17.55$	$900/2000 \times 58.5 = 26.33$
	Financial Score	$45/55 \times 31.5 = 25.77$	$45/50 \times 31.5 = 28.35$	$45/45 \times 31.5 = 31.5$
ITB including Value Proposition max score 10		4	3	6
Combined Rating		64.87	48.9	63.83
Overall Rating		1st	3rd	2nd

Following the completion of the evaluations in Phase 1 and Phase 2 (LFEs), the compliant Bidder with the highest overall combined rating for both MRR-ACQ and MRR-ISS will be recommended for the award of both contracts.

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) 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 I-ACQ and Annex I-ISS 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 I-ACQ and Annex I-ISS 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

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.
005
File no. – No du dossier
029qdW8476-133817

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

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

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 "G –ACQV2"**. 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 G – ACQV2**" 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 – ACQV2 – 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 Technical Benefits Authority

The Industrial Technical Benefits Authority for the Contract is:

Name: Pamela Clarke
Title: Industrial and Technical 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 G – ACQV2 “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 – ACQV2 “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 – ACQV2 “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 Value Proposition Achievement

The Contractor acknowledges and agrees that the fulfillment of all Value Propositions in accordance with the Contract is a condition for payment under Milestone #13, Annex G – ACQV2 – Basis of Payment MRR Acquisition Contract, notwithstanding that all other Project Close out activities may have been completed.

6.6 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

7.4.1 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** – ACQV2, Basis of Payment;
- (i) **Annex F** – ACQV2, Industrial Technical Benefits Bid;
- (j) **Annex M** – ACQ, Value Proposition Plan;
- (k) **Annex I** - ACQ, 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
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.

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;

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.
005
File no. – No du dossier
029qdW8476-133817

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

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-ACQV2
INDUSTRIAL TECHNICAL BENEFITS

ANNEX G-ACQV2
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 M-ACQ
VALUE PROPOSITION PLAN

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 "G – ISS"**; Basis of Payment.
- 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 Technical Benefits Authority

The Industrial Technical Benefits Authority for the Contract is:

Name: Pamela Clarke
Title: Industrial and Technical 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** – ISSV2, Industrial Technical Benefits;
- (k) Annex M-ISS, Value Proposition Plan;
- (l) **Annex J** - ISS, Federal Contractors Program for Employment Equity - Certification;
- (m) the signed Task Authorizations (including all of its **Annexes**, if any);
- (n) 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.

ANNEXES FOR THE MRR IN-SERVICE SUPPORT CONTRACT

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

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

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-ISSV2 INDUSTRIAL TECHNICAL 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 M-ISS VALUE PROPOSITION PLAN

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 I** 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.

AUTHORIZED SIGNATURE: _____