

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**SOLICITATION AMENDMENT  
MODIFICATION DE L'INVITATION**

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

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

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**

Electronics, Simulators and Defence Systems Div.  
/Division des systèmes électroniques et des systèmes  
de simulation et de défense  
11 Laurier St. / 11, rue Laurier  
8C2, Place du Portage  
Gatineau  
Québec  
K1A 0S5

<b>Title - Sujet</b> Naval Remote Weapon Station	
<b>Solicitation No. - N° de l'invitation</b> W8472-125389/B	<b>Amendment No. - N° modif.</b> 007
<b>Client Reference No. - N° de référence du client</b> W8472-125389	<b>Date</b> 2015-03-26
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$QF-101-24870	
<b>File No. - N° de dossier</b> 101qf.W8472-125389	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2015-04-30</b>	
<b>Time Zone</b> Fuseau horaire Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes	
<b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Michael Rancourt	<b>Buyer Id - Id de l'acheteur</b> 101qf
<b>Telephone No. - N° de téléphone</b> (819) 956-3930 ( )	<b>FAX No. - N° de FAX</b> (819) 956-5650
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

---

This Request for Information (RFI) amendment 7 is to :

- a. release the draft Solicitation Volume 1, Bidder Instructions and Requirements (*Excluding Value Proposition*), and Volume 2, NRWS Acquisition Resulting Contract (*Excluding Value Proposition*) ;
- b. release draft framework for the Industry Canada Bid Evaluation Criteria.

### 1. Draft Solicitation Documents

The Draft RFP is divided into 3 Volumes as follows:

Volume 1 - Bidders Instructions and Requirements;  
Volume 2 - NRWS Acquisition Resulting Contract; and  
Volume 3 - NRWS Repair and Overhaul Resulting Contract.

Volume 1 & 2 have been released under this RFI amendment 7. Volume 3 is planned to be released in a subsequent RFI amendment.

The Draft solicitation is presented as framework and not a complete document.

### 2. Draft framework for the Industry Canada Bid Evaluation Criteria

The draft Industry Canada Bid Evaluation Criteria documents have been released under this RFI amendment 7.

[Value Proposition Guide](http://www.ic.gc.ca/eic/site/086.nsf/eng/00006.html)

[Http://www.ic.gc.ca/eic/site/086.nsf/eng/00006.html](http://www.ic.gc.ca/eic/site/086.nsf/eng/00006.html)

The Industrial and Technological Benefits (ITB) commitment or obligation is a contractual commitment and part of the overall government procurement contract. The ITB commitment requires companies undertake business activities in Canada valued at 100 percent of the value of the defence or security contract they have been awarded by the Government of Canada.

An Industrial and Technological Benefits (ITB) Transaction is a specific business activity between the ITB contractor or eligible party and a Canadian recipient. It can be carried out by means of a contract, including any purchase order, sales agreement, license agreement, letter of agreement or other similar instrument in writing, that has an identified dollar value, meets the ITB eligibility criteria set forth in the specific procurement contract and has been approved by the ITB Authority.

For the Value Proposition, ITB commitments represent a proposed business activity into Canada, with an identified dollar value. A recipient or activity specifics can be undefined, but for which the Bidder is prepared to commit contractually through the submission of an eligible ITB Transaction after contract award.

Note: For the Value Proposition, only business activities, captured as either eligible Transactions or Commitments, within the specified Value Proposition criteria for the Naval Remote Weapon Station Project can be submitted”.

### 3. Due Date for the Newly Release Draft RFP Documents

Canada requests that Industry submit their comments and feedback on Volume 1, Volume 2, and the Industry Canada draft Evaluation criteria **on or before April 10h 2015**.

Solicitation No. - N° de l'invitation

W8472-125389/B

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

W8472-125389

Amd. No. - N° de la modif.

007

File No. - N° du dossier

101qfW8472-125389

Buyer ID - Id de l'acheteur

101qf

CCC No./N° CCC - FMS No/ N° VME

Solicitation No. - N° de l'invitation  
W8472-125389/B  
Client Ref. No. - N° de réf. du client  
W8472-125389

Amd. No. - N° de la modif.  
007  
File No. - N° du dossier  
101qfW8472-125389

Buyer ID - Id de l'acheteur  
101qf  
CCC No./N° CCC - FMS No./N° VME

## **Draft RFP Document List Status**

<b>Item</b>	<b>Document</b>	<b>Release Status</b>
1a	NRWS Draft RFP Solicitation document - Volume 1, Bidder Instruction and Requirements (Excluding Value Proposition)	Released under Amendment 7
1b	NRWS Draft RFP Solicitation document - Volume 2, NRWS Acquisition Resulting Contract (Excluding Value Proposition)	Released under Amendment 7
1c	NRWS Draft RFP Solicitation document - Volume 3, NRWS R&O Resulting Contract (Excluding Value Proposition)	
2	Draft RFP Annex A - Security Requirements Check List	Will not be released with RFI
3	Draft RFP Annex B - Acquisition Statement of Work	Released under Original RFI Posting
4	Appendix 1 to Annex B - Contract Data Requirements List (CDRL)	Released under Amendment 3
5	Appendix 2 to Annex B - Data Item Descriptions (DID)	Released under Amendment 3
6	Appendix 3 to Annex B - Technical Statement of Requirements (TSOR)	Released under Original RFI Posting
7	Appendix 4 to Annex B - Installation Guidance Package	Released under Original RFI Posting
8	Appendix 5 to Annex B - Computer Based Trainer Specification	Released under Amendment 3
9	Draft RFP Annex C - Repair and Overhaul Technical Statement of Work	Released under Amendment 3
10	Appendix 1 to Annex C - Repair and Overhaul Logistics Statement of Work	Released under Amendment 3
11	Draft RFP Annex G - Evaluation Procedures and Basis of Selection	Released under Amendment 5
12	Draft RFP Annex D - Bid Evaluation Plan (Excluding Value Proposition)	Released under Amendment 5
13	Appendix 1 to Annex D - Compliance Matrix	Released under Amendment 5
14	Draft RFP Annex E - Federal Contractors program	Released under Amendment 7
15	Draft RFP Annex F - PWGSC Progress Claim 1111	Released under Amendment 7
16	Industry Canada Package with Questions on Value Proposition	Released under Amendment 2
17	Draft RFP Annex H - Insurance Requirements	Released under Amendment 7
18	Draft RFP Annex I - DND 626 Task Authorization Form	Released under Amendment 7

Solicitation No. - N° de l'invitation

W8472-125389/B

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

W8472-125389

Amd. No. - N° de la modif.

007

File No. - N° du dossier

101qfW8472-125389

Buyer ID - Id de l'acheteur

101qf

CCC No./N° CCC - FMS No/ N° VME

---

**The following Documents are attached herein:**

- a. NRWS Draft RFP Solicitation document - Volume 1, Bidder Instruction and Requirements (*Excluding Value Proposition*)
- b. NRWS Draft RFP Solicitation document - Volume 2, NRWS Acquisition Resulting Contract (*Excluding Value Proposition*)
2. Draft framework for the Industry Canada Bid Evaluation Criteria

Solicitation No. - N° de l'invitation  
W8472-125389/C  
Client Ref. No. - N° de réf. du client  
W8472-125389

Amd. No. - N° de la modif.  
File No. - N° du dossier  
101qfW8472-125389

Buyer ID - Id de l'acheteur  
101qf  
CCC No./N° CCC - FMS No./N° VME

---

# **NAVAL REMOTE WEAPON STATION (NRWS) PROJECT**

## **REQUEST FOR PROPOSAL (RFP)**

**SOLICITATION: W8472-125389/C**

**DRAFT**

### **VOLUME 1**

## **BIDDER INSTRUCTIONS AND REQUIREMENTS**

## TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION.....	3
1.1 INTRODUCTION.....	3
1.2 SUMMARY.....	3
1.3 DEBRIEFINGS.....	4
PART 2 - BIDDER INSTRUCTIONS.....	6
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	6
2.2 SUBMISSION OF BIDS.....	6
2.3 ENQUIRIES - BID SOLICITATION.....	6
2.4 APPLICABLE LAWS.....	6
2.5 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD.....	7
2.6 TECHNICAL DATA PACKAGE (NOT AVAILABLE FOR THE DRAFT RFP PROCESS).....	7
2.8 CONDITION OF MATERIAL.....	7
PART 3 - BID PREPARATION INSTRUCTIONS.....	8
3.1 BID PREPARATION INSTRUCTIONS.....	8
3.2 REQUIREMENTS FOR BIDDER'S PROPOSAL PART A – NRWS ACQUISITION, AND PART B – NRWS REPAIR AND OVERHAUL.....	9
3.3 REQUIREMENTS FOR BIDDER'S PROPOSAL PART C – NRWS INDUSTRIAL AND TECHNOLOGICAL BENEFITS AND VALUE PROPOSITION.....	13
3.4 EXCHANGE RATE FLUCTUATION.....	13
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....	14
4.1 EVALUATION PROCEDURES.....	14
4.2 EVALUATION OVERVIEW.....	14
4.3 BASIS OF SELECTION.....	14
PART 5 – CERTIFICATIONS.....	15
5.1 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD.....	15
5.2 CERTIFICATIONS REQUIRED WITH THE BID.....	16
PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS.....	17
6.1 SECURITY REQUIREMENTS.....	17
6.2 FINANCIAL CAPABILITY.....	18
6.3 CONTROLLED GOODS REQUIREMENT.....	19

---

## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

The bid solicitation is divided into three (3) volumes plus attachments and annexes, as follows:

#### 1.1.1 RFP Volume 1 - BIDDER INSTRUCTIONS AND REQUIREMENTS

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; and

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders.

#### 1.1.2 RFP Volume 2 – NRWS ACQUISITION RESULTING CONTRACT

NRWS Acquisition Resulting Contract Clauses: includes the clauses and conditions that will apply to the resulting NRWS Acquisition contract.

#### 1.1.3 RFP Volume 3 – NRWS REPAIR AND OVERHAUL RESULTING CONTRACT

NRWS Repair and Overhaul Resulting Contract Clauses: includes the clauses and conditions that will apply to the resulting NRWS Repair and Overhaul contract.

### 1.2 Summary

1.2.1 The Department of National Defence (DND) has identified a requirement for Naval Remote Weapon Station Systems. It is intended to award an Acquisition and Repair and Overhaul contracts to a single successful contractor under this solicitation process. The scope is as follows:

1) Acquisition Contract Scope:

The NRWS Contractor would be required to provide:

- a) forty (40) NRWS to be designed, built, delivered, installed, Set-To-Work (STW) and fully acceptance tested, including Factory Acceptance Test (FAT), Harbour Acceptance Test (HAT) and Sea Acceptance Test (SAT), for the HALIFAX Class ships;
- b) eight (8) NRWS to be designed, built and Acceptance tested via FAT, stored, maintained, and delivered to Canada for the Joint Support Ship (JSS) Class vessels;
- c) eight (8) optional NRWS to be designed, built, delivered, installed, STW and fully acceptance tested, including FAT, HAT and SAT, for the HALIFAX Class ships;

- d) two (2) trainer NRWS to be designed, built, delivered, STW, and FAT in two (2) training facilities;
  - e) initial Cadre Training (ICT) and Initial Provisioning (IP); and
  - f) all associated Deliverables including documents, materiel, and services specified by the Acquisition Statement of Work.
- 2) Repair and Overhaul Scope:

The NRWS Contractor would be required to provide:

- a) all levels of corrective maintenance for NRWS, sub-systems and components;
  - b) spare parts provision to support the NRWS equipment R&O throughout its service life and spares for Canadian Forces Supply System (CFSS) to respond to tasks;
  - c) provide Technical Investigation and Engineering Study (TIES) services on NRWS, sub systems, operations, concepts, and other applicable RCN equipment;
  - d) provide Field Service Representative (FSR) services to respond to tasks; and
  - e) provide project management services.
- 1.2.2 The period of the Acquisition and Repair and Overhaul contracts are identified in Volume 2 NRWS Acquisition Resulting Contract, and Volume 3 NRWS Repair and Overhaul Resulting Contract.
- 1.2.3 It is Canada's intent that the successful Contractor provides Industrial and Technological Benefits, including a Value Proposition related to both the NRWS Acquisition and Repair and Overhaul requirements, to maximize business activities for Canadian industry.
- 1.2.4 There are security requirements associated with this requirement. For additional information, consult Volume 1 Part 6 - Security, Financial and Other Requirements, and Volume 2 and 3 Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
- 1.2.5 As per the Integrity Provisions under section 01 of Standard *Instructions* 2003, bidders must provide a list of all owners and/or Directors and other associated information as required.
- 1.2.6 This procurement is subject to the Controlled Goods Program. The *Defence production Act* defines Canadian Controlled Goods as certain goods listed in Canada's Export Control List, a regulation made pursuant to the Export and Import Permits Act (EIPA).
- 1.2.7 The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, and Volume 2 NRWS Acquisition Resulting Contract and Annex E titled Federal Contractors Program for Employment Equity - Certification.
- 1.2.8 This requirement is subject to the Agreement on Internal Trade (AIT).
- 1.3 Debriefings**

Solicitation No. - N° de l'invitation  
W8472-125389/C  
Client Ref. No. - N° de réf. du client  
W8472-125389

Amd. No. - N° de la modif.  
File No. - N° du dossier  
101qfW8472-125389

Buyer ID - Id de l'acheteur  
101qf  
CCC No./N° CCC - FMS No./N° VME

---

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

DRAFT

---

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days

Insert: 365 days

### 2.2 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.

### 2.3 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### 2.4 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their

choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

## 2.5 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least twenty (20) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## 2.6 Technical Data Package **(Not available for the Draft RFP Process)**

A technical Data Package Compact Disk (TDP) is available for order by all bidders. The TDP contains all the referenced Department of National Defence specifications in the RFP.

To obtain a copy of the TDP, bidders must follow the ordering instructions on the buyandsell NRWS posting website. Once the order is received, a copy of the TDP will be sent to the bidder.

## 2.8 Condition of Material

Material supplied must be new and conform to the latest issue of the applicable drawings, specifications and/or part numbers that are in effect on the bid solicitation closing date.

---

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

#### **PART A: NRWS ACQUISITION**

- Section I: Technical Bid  
Five (5) hard copies and five (5) soft copies on CD/USB
- Section II: Management Bid  
Five (5) hard copies and five (5) soft copies on CD/USB
- Section III: Financial Bid  
One (1) hard copy and one (1) soft copy on CD/USB
- Section IV: Certifications  
One (1) hard copy and one (1) soft copy on CD/USB
- Section V: Additional Information  
One (1) hard copy and one (1) soft copy on CD/USB

#### **PART B: NRWS Repair and Overhaul**

- Section I: Technical Bid  
Five (5) hard copies and five (5) soft copies on CD/USB
- Section II: Management Bid  
Five (5) hard copies and five (5) soft copies on CD/USB
- Section III: Financial Bid  
One (1) hard copy and one (1) soft copy on CD/USB
- Section IV: Certifications  
One (1) hard copy and one (1) soft copy on CD/USB
- Section V: Additional Information  
One (1) hard copy and one (1) soft copy on CD/USB

#### **PART C: NRWS Industrial and Technological Benefits and Value Proposition**

**To be Determined**

- 3.1.2 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.
- 3.1.3 To facilitate Canada's evaluation of submitted bids, Canada requests that Bidders do not "cross reference" between Parts A, B and C and that information is included as requested in each part, even if repetition results.
- 3.1.4 **Prices must appear in the financial bid and Part C - Industrial and Technological Benefits and Value Proposition only. No prices must be indicated in any other section of the bid.**

3.1.5 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.

3.1.6 Bidders must demonstrate their compliance with the following sections of the bid solicitation by providing substantial information describing completely and in detail how the requirement is met or addressed. Bidders must provide with their bid, a document indicating clearly where the substantial information for each of the sections identified below can be found.

### **3.2 Requirements for Bidder's Proposal Part A – NRWS Acquisition, and Part B – NRWS Repair and Overhaul**

#### **3.2.1 Section I – Technical Bid**

- a) The Bidder must prepare their Technical Bids in accordance with Volume 1 - Bidder Instructions and Requirements, Annex G - Evaluation Procedures and Basis of Selection, Volume 2 - NRWS Acquisition Resulting Contract and Volume 3 – NRWS Repair and Overhaul Resulting Contract.
- b) The Bidder must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work specified in Volume 2 – NRWS Acquisition Resulting Contract and Volume 3 – NRWS Repair and Overhaul Resulting Contract.
- c) The Technical Bids should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings.
- d) The Bidder must prepare and submit the plans and documents specified in Volume 1 - Bidder Instructions and Requirements, Annex G - Evaluation Procedures and Basis of Selection, Volume 2 - NRWS Acquisition Resulting Contract, and Volume 3 – NRWS Repair and Overhaul Resulting Contract.

#### **3.2.2 Section II: Management Bids**

- a) The Bidder must prepare their Management Bids in accordance with Volume 1 - Bidder Instructions and Requirements, Annex G - Evaluation Procedures and Basis of Selection, Volume 2 - NRWS Acquisition Resulting Contract and Volume 3 – NRWS Repair and Overhaul Resulting Contract.
- b) The Bidder must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and experience in a thorough, concise and clear manner for carrying out the work specified in Volume 2 – NRWS Acquisition Resulting Contract and Volume 3 – NRWS Repair and Overhaul Resulting Contract.
- c) The Management Bids should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings.
- d) The Bidder must prepare and submit the plans and documents specified in Volume 1 - Bidder Instructions and Requirements, Annex G - Evaluation Procedures and Basis of Selection, Volume 2 - NRWS Acquisition Resulting Contract, and Volume 3 – NRWS Repair and Overhaul Resulting Contract.

### 3.2.3 Section III: Financial Bids

1. Bidders must submit their financial bid in accordance with Volume 2 – NRWS Acquisition Resulting Contract Schedule A, NRWS Acquisition Pricing and Schedule B NRWS Payment Milestones, and Volume 3 – NRWS Repair and Overhaul Resulting Contract, Schedule A, Repair and Overhaul Pricing. The total amount of Applicable Taxes must be shown separately.
2. During the evaluation of bids, to determine the Bidder's financial capability, the Contracting Authority may, by written notice to the Bidder, require the submission of some or all of the financial information detailed in Volume 1 Part 6, Article 6.2 – Financial Capability.

#### 3.2.3.1 For Volume 2 – NRWS Acquisition Resulting Contract Schedule A, NRWS Acquisition Pricing and Schedule B NRWS Payment Milestones, the Bidder's proposal must include:

- a) firm prices for each of the line items identified in Schedule A, Delivered at Place (DAP) Incoterms 2010, duties and GST/HST extra, as applicable.
  - (i) Bidders shall complete the fill-ins and tables in Schedule A NRWS Acquisition Pricing as follows:

##### 1. Currency:

Bidders shall indicate the currency being used in their proposal. Should the currency not be indicated, it will be assumed that it is Canadian;

##### 2. NRWS Acquisition Requirements:

Bidders are to complete the table, as follows:

Item N°1: Bidders are to provide a firm unit price and an extended firm price for the HFX Class NRWS;

Item N°2: Bidders are to provide a firm unit price and an extended firm price for the JSS NRWS;

Item N°3: Bidders are to provide an extended firm price for Project Management, System Engineering and ILS (excluding Manuals, ICT, Installation, and Computer Based Trainers) to manage and execute the work;

Item N°4: Bidders are to provide an extended firm price to produce and deliver all manuals;

Item N°5: Bidders are to provide a firm unit price and an extended firm price for the Computer Based Trainers;

Item N°6: Bidders are to provide a firm unit price and an extended firm price for the Training Facilities NRWS;

Item N°7: Bidders are to provide a firm unit price and an extended firm price for the NRWS Operator Initial Cadre Training; and

Item N°8: Bidders are to provide a firm unit price and an extended firm price for the NRWS Maintainer Initial Cadre Training;

3. NRWS Optional Acquisition Requirements:

Item N°1: Bidders are to provide a firm unit price and an extended firm price for the Optional HFX Class NRWS;

Item N°2: Bidders are to provide a firm unit price and an extended firm price for the Optional "Fit for not with" HFX Class NRWS;

Item N°3: Bidders are to provide a firm unit price and an extended firm price for the Optional Computer Based Trainers;

Item N°4: Bidders are to provide a firm unit price and an extended firm price for the Optional NRWS Operator Initial Cadre training;

Item N°5: Bidders are to provide a firm unit price and an extended firm price for the Optional NRWS Maintainer Initial Cadre training;

Item N°6: Bidders are not required to provide pricing for Optional Spares and Special Tools and Test Equipment.

4. Firm Lot Prices for NRWS Halifax Class Ship Installation costs:

Bidders are to provide firm lot prices for each installation year from 2016, to 2023.

5. Firm NRWS Rates for Work Arisings:

Bidders are to provide firm labour rates including all mark-ups for each year from 2016, to 2023.

6. Firm Prices for Daily NRWS Storage Fees:

Bidders are to provide a firm daily storage fees including all mark-ups for each year from 2016, to 2023.

- (b) a proposed Schedule of Milestones, at Schedule "B". For the purpose of the draft RFP process, Industry is requested to recommend a proposed Milestone payment schedule and suggest :
- i) contract deliverables that should be grouped together under the same milestone; and
  - ii) the percentage value of total acquisition contract cost the should be allocated to the grouped Milestones.
  - iii) Time frame for release of holdbacks
- (c) a signed front page of the solicitation document, plus all required fill-ins within Volume 2 – NRWS Acquisition Resulting Contract and its Schedules and Annexes. By signing the front page of the solicitation document, the Bidder certifies that their bid complies with all terms and conditions of the Solicitation and that they agree to perform and/or provide all of the Work identified in the Solicitation. Should a Bidder take exception to any requirement, clause, and/or condition, evaluated or not, their bid will be deemed non-responsive;
- (d) all fill-ins and information required under Part 5 Certifications, and Annex H Insurance Requirements and Annex E, Federal Contractors Program for Employment Equity - Certification;
- (e) in accordance with Part 6, Article 1, a list of the names of the individuals who, should the Bidder be awarded a Contract as a result of this solicitation, will require access to secure documentation over the course of the project;
- (g) a list of the names of the individuals who, should the Bidder be awarded a Contract as a result of this solicitation, will act as the Project Manager (PM) and Engineering Lead (EL), as described in Annex "B", Statement of Work, along with their respective résumés;
- (h) the compliance statements and other documentation requested in the table provided at Annex "D", Bid Evaluation Plan; and

3.2.3.2 For Volume 3 – NRWS Repair and Overhaul Resulting Contract Schedule A, NRWS Repair and Overhaul Pricing, the Bidder's proposal must include:

- a) firm prices for each of the line items identified in Schedule A, Delivered at Place (FCA) plant Incoterms 2010, duties and GST/HST extra, as applicable.
  - (i) Bidders shall complete the fill-ins and tables in Schedule A, Repair and Overhaul Acquisition Pricing as follows:

**To be Determined**

#### 3.2.4 Section IV: Certifications

Bidders must submit the certifications in Volume 1 – Bidders Instructions and Requirements, Part 5 - Certifications.

#### 3.2.5 Section V: Additional Information

Bidder's Proposed Site(s) or Premises Requiring Safeguarding Measures for Volume 2 - NRWS Acquisition Resulting Contract, and Volume 3 – NRWS Repair and Overhaul Resulting Contract

- a) As indicated in Part 6 under Security Requirements, the Bidder must provide the full address(es) of the Bidder's and proposed individual(s)' site(s) or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number  
City, Province, Territory / State  
Postal Code / Zip Code  
Country

- b) The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Bidder and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements

### 3.3 Requirements for Bidder's Proposal Part C – NRWS Industrial and Technological Benefits and Value Proposition

*To be Determined*

### 3.4 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provisions will render the bid non-responsive.

---

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- a) Bids will be assessed in accordance with the entire requirement of the bid solicitation, including the Technical, Management, Financial, Certifications, additional Information, and Industrial and Technological Benefits requirements and Value Proposition.
- b) An evaluation team composed of representatives of Canada will evaluate the bids.

### 4.2 Evaluation Overview

Canada is conducting a two-step bid evaluation process for this requirement. For details on the two-step process, refer to Volume 1 - Bidders Instructions and Requirements, Annex G - Evaluation Procedures and Basis of Selection.

#### 4.2.2 Technical and Management Evaluation

Mandatory and point rated technical and management evaluation criteria are included in Annex D, Bid Evaluation Plan.

#### 4.2.3 Industrial and Technological Benefits and Value Proposition Evaluation

Industrial and Technological Benefits and Value Proposition evaluation criteria are included in Annex (*To be Determined*)

#### 4.2.4 Financial Evaluation

- a) The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DAP destination, Canadian customs duties and excise taxes excluded.
- b) For details on the financial evaluation, refer to Volume 1 - Bidders Instructions and Requirements, Annex G - Evaluation Procedures and Basis of Selection.

### 4.3 Basis of Selection

The basis of selection for this procurement is the Responsive Proposal representing best Value for Canada.

The methodology and application of the Best Value basis of selection is detailed in Volume 1 - Bidder Instructions and Requirements, Annex G - Evaluation Procedures and Basis of Selection.

---

## PART 5 – CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract.

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 in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

### 5.1 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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame specified will render the bid non-responsive.

#### 5.1.1 Integrity Provisions - Associated Information

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.

#### 5.1.2 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 available from Employment and Social Development Canada (ESDC) - Labour's website.

([http://www.labour.gc.ca/eng/standards\\_equality/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml))

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

#### 5.1.3 Welding Certification - Bid

1. Welding must be performed by a welder certified by the Canadian Welding Bureau and in accordance with the requirements of the following Canadian Standards Association (CSA) standards:

a) CSA W47.1-09 (R2014), Certification of Companies for Fusion Welding of Steel \_\_\_\_\_ (*insert division level*); and

b) CSA W47.2-11, Certification of Companies for Fusion Welding of Aluminum \_\_\_\_\_ (*insert division level*).

2. Before contract award and within ten (10) calendar days of the written request by the Contracting Authority, the successful Bidder must submit evidence demonstrating its certification to the welding standards.

## 5.2 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

### 5.2.1 Status and Availability of Resources

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

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

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### 5.2.2 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

---

## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 6.1 Security Requirements

- 1) At the date of bid closing, the following conditions must be met:

For RFP Volume 2 – NRWS Acquisition Resulting Contract:

- (a) the Bidder must hold a valid organization security clearance as indicated in Volume 2, NRWS Acquisition Resulting Contract and Annex A, Security Requirement Checklist;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Volume 2, NRWS Acquisition Resulting Contract and Annex A, Security Requirement Checklist;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Volume 2, NRWS Acquisition Resulting Contract and Annex A, Security Requirement Checklist;
- (e) the Bidder must provide the address(es) of proposed site(s) or premises of work performance and document safeguarding as indicated in Part 3 - Section V Additional Information.

For RFP Volume 3 – NRWS Repair and Overhaul Resulting Contract:

- (a) the Bidder must hold a valid organization security clearance as indicated in Volume 3, NRWS Repair and Overhaul Resulting Contract and Annex A, Security Requirement Checklist;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Volume 3, NRWS Repair and Overhaul Resulting Contract and Annex A, Security Requirement Checklist;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Volume 3, NRWS Repair and Overhaul Resulting Contract and Annex A, Security Requirement Checklist;
- (e) the Bidder must provide the address(es) of proposed site(s) or premises of work performance and document safeguarding as indicated in Part 3 - Section V Additional Information.

2. For additional information on security requirements, bidders should refer to the [Industrial Security Program \(ISP\)](#) of Public Works and Government Services Canada website.

(<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>)

## 6.2 Financial Capability

- 1) **Financial Capability Requirement:** The Bidder must have the financial capability to fulfill this requirement. To determine the Bidder's financial capability, the Contracting Authority may, by written notice to the Bidder, require the submission of some or all of the financial information detailed below during the evaluation of bids. The Bidder must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:
  - a) Audited financial statements, if available, or the unaudited financial statements (prepared by the Bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Bidder's last three fiscal years, or for the years that the Bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
  - b) If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Bidder must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
  - c) If the Bidder has not been in business for at least one full fiscal year, the following must be provided:
    - i) the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
    - ii) the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
  - d) A certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.
  - e) A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Bidder outlining the total of lines of credit granted to the Bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
  - f) A detailed monthly Cash Flow Statement covering all the Bidder's activities (including the requirement) for the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
  - g) A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All

assumptions made should be explained as well as details of how cash shortfalls will be financed.

- 2) If the Bidder is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
- 3) If the Bidder is a subsidiary of another company, then any financial information in 1. (a) to (f) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Bidder, and the financial capability of a parent cannot be substituted for the financial capability of the Bidder itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.
- 4) **Financial Information Already Provided to PWGSC:** The Bidder is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
  - a) the Bidder identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
  - b) the Bidder authorizes the use of the information for this requirement.

It is the Bidder's responsibility to confirm with the Contracting Authority that this information is still on file with PWGSC.
- 5) **Other Information:** Canada reserves the right to request from the Bidder any other information that Canada requires to conduct a complete financial capability assessment of the Bidder.
- 6) **Confidentiality:** If the Bidder provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the *Access to Information Act*, R.S., 1985, c. A-1, Section 20(1) (b) and (c).
- 7) **Security:** In determining the Bidder's financial capability to fulfill this requirement, Canada may consider any security the Bidder is capable of providing, at the Bidder's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).

### 6.3 Controlled Goods Requirement

- 1) As the resulting contract will require the production of or access to controlled goods that are subject to the *Defence Production Act*, R.S. 1985, c. D-1, bidders are advised that within Canada only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: [Controlled Goods Program](#) and registration is carried out as follows:
  - a) When the bid solicitation includes controlled goods information or technology, the Bidder must be registered, exempt or excluded under the CGP before receiving the bid

---

solicitation. Requests for technical data packages or specifications related to controlled goods should be made in writing to the Contracting Authority identified in the bid solicitation and must contain the CGP registration number or written proof of exemption or exclusion of the Bidder and of any other person to whom the Bidder will give access to the controlled goods.

- b) When the bid solicitation does not include controlled goods information or technology but the resulting contract requires the production of or access to controlled goods, the successful Bidder and any subcontractor who will be producing or accessing controlled goods must be registered, exempt or excluded under the CGP before examining, possessing or transferring controlled goods.
- c) When the successful Bidder and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the successful Bidder and any subcontractor must, within seven (7) working days from receipt of written notification of contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the successful Bidder has provided proof, satisfactory to the Contracting Authority, that the successful Bidder and any subcontractor are registered, exempt, or excluded under the CGP.

Failure to provide proof, satisfactory to the Contracting Authority, that the successful Bidder and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the resulting contract except to the extent that Canada is responsible for the failure due to delay in processing the application.

- 1) Bidders are advised that all information on the Application for Registration (or exemption) Form will be verified and errors or inaccuracies may cause significant delays and/or result in denial of registration or exemption.

Solicitation No. - N° de l'invitation  
W8472-125389/C  
Client Ref. No. - N° de réf. du client  
W8472-125389

Amd. No. - N° de la modif.  
File No. - N° du dossier  
101qfW8472-125389

Buyer ID - Id de l'acheteur  
101qf  
CCC No./N° CCC - FMS No./N° VME

---

# **NAVAL REMOTE WEAPON STATION (NRWS) PROJECT**

## **REQUEST FOR PROPOSAL (RFP)**

**SOLICITATION: W8472-125389/C**

**DRAFT**

### **Volume 2**

## **NRWS ACQUISITION RESULTING CONTRACT**

## TABLE OF CONTENTS

1.	REQUIREMENT .....	3
2.	OPTIONAL GOODS AND/OR SERVICES .....	3
3.	WORK ARISING .....	4
4.	STANDARD CLAUSES AND CONDITIONS.....	5
5.	SECURITY REQUIREMENTS .....	6
6.	TERM OF CONTRACT .....	6
7.	AUTHORITIES .....	8
8.	PAYMENT .....	9
9.	METHOD OF PAYMENT .....	13
10.	INVOICING INSTRUCTIONS.....	13
11.	SHIPPING.....	14
12.	QUALITY ASSURANCE.....	18
13.	PRIORITY RATING .....	22
14.	CERTIFICATIONS .....	22
15.	APPLICABLE LAWS .....	23
16.	PRIORITY OF DOCUMENTS (ARTICLE 15 WILL BE ADJUSTED TO REFLECT RFP STRUCTURE FOR THE FORMAL RFP PROCESS) .....	23
17.	DEFENCE CONTRACT .....	23
18.	FOREIGN NATIONALS.....	23
19.	CANADIAN FORCES SITE REGULATIONS.....	24
20.	ACCESS TO FACILITIES AND EQUIPMENT .....	24
21.	INSURANCE – SPECIFIC REQUIREMENTS .....	24
22.	CONTROLLED GOODS.....	24
23.	LIQUIDATED DAMAGES (INDUSTRIAL AND TECHNOLOGICAL BENEFITS AND VALUE PROPOSITION REQUIREMENTS) .....	25
24.	WELDING CERTIFICATION (TBD) .....	25
	FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION.....	36

---

## ARTICLES OF AGREEMENT

### 1. Requirement

The Contractor must perform the Work and provide the goods and services associated with the Naval Remote Weapon Station (NRWS) acquisition requirement as outlined in Schedule "A", NRWS Acquisition Pricing.

#### 1.1 Industrial and Technological Benefits (ITB) Commitments and Responsibilities

The Contractor must achieve all the ITB commitments in accordance with the schedule and commitments set out in Annex *(To be determined)*

### 2. Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Schedule "A", NRWS Acquisition Pricing of the Contract 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.

#### 2.1 Optional HFX Class NRWS

For Schedule A NRWS Acquisition Pricing, optional Item N°1, the Contracting Authority may exercise the option(s) within two (2) years after contract award by sending a written notice to the Contractor.

#### 2.2 Optional "Fit for not with" HFX Class NRWS

For Schedule A NRWS Acquisition Pricing, optional Item N°2, the Contracting Authority may exercise the option(s) within two (2) years after contract award by sending a written notice to the Contractor.

#### 2.3 Optional Computer Based Trainers

For Schedule A NRWS Acquisition Pricing, optional Item N°3, the Contracting Authority may exercise the option(s) within two (2) years after contract award by sending a written notice to the Contractor.

#### 2.4 Optional NRWS Operator Initial Cadre Training

For Schedule A NRWS Acquisition Pricing, optional Item N°4, the Contracting Authority may exercise the option(s) within three (3) years after contract award by sending a written notice to the Contractor.

#### 2.5 Optional NRWS Maintainer Initial Cadre Training

For Schedule A NRWS Acquisition Pricing, optional Item N°5, the Contracting Authority may exercise the option(s) within three (3) years after contract award by sending a written notice to the Contractor.

#### 2.5 Optional Spares and Special Tools and Test Equipment

For Schedule A NRWS Acquisition Pricing, optional Item N°6, the Contracting Authority may exercise the option(s) within five (5) years after contract award by sending a written notice to the Contractor.

### 3. Work Arisings

Additional work that is not described in the Statement of Work but that is required to support the NRWS and that would fall within the overall scope of the Work (Work Arisings), may be incorporated into the Contract in accordance with Schedule A NRWS Acquisition Pricing.

#### 3.1 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a DND 626, Task Authorization Form ("Task Authorization") as per Annex I. The Work described in the Task Authorization must be in accordance with the scope of the Contract.

- 1) 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 Schedule A NRWS Acquisition Pricing, Article 5 NRWS Rates for Work Arisings, 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.
- 2) 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.
- 3) 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 ten (10) calendar days.

- 4) If the quote is approved, the Procurement or Contracting Authority, as applicable, will provide the Contractor with a Task Authorization.
- 5) 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.
- 6) The Procurement Authority approves Task Authorizations where the aggregate Task Authorization value, including amendments, is below \$40,000. 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, is above \$40,000. The Contracting Authority will forward the Task Authorization or amendment directly to the Contractor with a copy to the Procurement Authority and Technical Authority.
- 7) Amendments to the Task Authorization Form require completion of a DND626 amendment form.
- 8) 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.

#### 4. 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.

##### 4.1 General Conditions

- a) 2030 (2014-09-25), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.
  - (i) Article 22, paragraph 1 of 2030 (2014-09-25), General Conditions - Higher Complexity - Goods, is amended as follows:

##### 2030 22 (2014-09-25) Warranty

Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision imposed by law, the Contractor warrants that, for 12 months (or any other period stated in the Contract), the Work will be free from all defects in design, material or workmanship, and will conform to the requirements of the Contract. The warranty period begins as follows:

- a) For Schedule A, NRWS Acquisition Pricing Article 2, item N°2, N°3, N°4, N°7, N°8, and should the options be exercised Article 3, item N°2, N°4, N°5 and N°6, the warranty period begins on the date of delivery;
- b) For Schedule A, NRWS Acquisition Pricing Article 2, item N°1, and should the option be exercised Article 3 item N°1, the warranty period begins upon acceptance of the Harbour Acceptance Test results; and

- c) For Schedule A, NRWS Acquisition Pricing Article 2, item N°5, N°6, and should the option be exercised Article 3 item N°3, the warranty period begins on the date of acceptance.

Government Property not supplied by the Contractor, the Contractor's warranty will extend only to its proper incorporation into the Work.

- b) 1031-2 (2012-07-16) Contract Cost Principles apply to and form part of the Contract.

#### 4.2 Supplemental General Conditions

- a) 4001 (2013-01-28) Hardware Purchase, Lease and Maintenance
- b) 4002 (2010-08-16) Software Development or Modification Services, apply to and form part of the Contract.
- c) 4003 (2010-08-16) Licensed Software, apply to and form part of the Contract.
- d) 4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information

#### 5. Security Requirements

- 5.1 The following security requirements (*SRCL and related clauses provided by ISP*) apply and form part of the Contract.
- 5.2 Contractor's Site(s) or Premises Requiring Safeguarding Measures
- 5.3 The Contractor must diligently maintain up-to-date, the information related to the Contractor's and individual(s) site(s) or premises, where safeguarding measures are required in the performance of the Work, for the following address(es): (*To be inserted at Contract Award*)
- 5.4 The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Contractor and individual(s) hold a valid security clearance at the required level.

#### 6. Term of Contract

- 6.1 Delivery and Installation Dates
- 6.1.1 NRWS Delivery and Installation (Halifax Class NRWS)

The Contractor shall have each NRWS in an installation ready state within the installation year identified in Annex B Acquisition Statement of Work, Table 2 NRWS Implementation Schedule.

For each NRWS installation, the Project Authority will provide the NRWS ship yard delivery date to the Contractor, three (3) months prior to the Installation date within the specified installation year identified in Annex B Acquisition Statement of Work, Table 2 NRWS Implementation Schedule.

For planning purposes, Canada will provide updated ship availability schedules on the second Monday of April during each Contract year. Should a ship not be available for installation in the year specified, starting the first day of the next yearly period (April 1), Canada will choose to either take possession and store each NRWS on its own, or choose to have the Contractor store each NRWS at the daily storage fee provided in Schedule A, NRWS Acquisition Pricing Article 6, until the NRWS system is shipped from the Contractor's storage to the ship yard.

#### 6.1.2 NRWS Delivery (JSS Class, Computer Based Trainers, and Training Facilities NRWS)

The Contractor shall have each NRWS ready for delivery within the yearly periods identified in Annex B Acquisition Statement of Work, Table 2 NRWS Implementation Schedule.

For each NRWS delivery, the Project Authority will provide the NRWS ship yard or training facility delivery date to the Contractor, three (3) months prior to the actual delivery date within the yearly period.

If a ship yard or training facility is not ready to take delivery in the year specified, starting the first day of the next yearly period (April 1), Canada will choose to either take possession and store each NRWS on its own, or choose to have the Contractor store each NRWS at the daily storage fee provided in Schedule A, NRWS Acquisition Pricing Article 6, until the JSS Class, Computer Based Trainers, or Training Facilities NRWS is shipped from the Contractor's storage to the ship yard or training facility unit.

#### 6.1.3 Delivery of Data Item Description Deliverables

All Data Item Description deliverables (Appendix 2 to Annex B) shall be delivered in accordance with Appendix 1 to Annex B, Contract Data Requirements List.

#### 6.1.4 Delivery of NRWS Operator and NRWS Maintainer Initial Cadre Training

- a) NRWS Operator Initial Cadre Training shall be conducted and completed (delivered) no later than 3 months after installation and acceptance of the Computer Based Trainers.
- b) NRWS Maintainer Initial Cadre Training shall be conducted and completed (delivered) no later than 3 months after installation and acceptance of the Training Facilities NRWS.

### 6.2 Optional Goods and Services - Delivery and Installation Dates

#### 6.2.1 Delivery and Installation for the Optional HFX Class NRWS, and the Optional "Fit for not with" HFX Class NRWS

Should Canada choose to exercise the Optional HFX Class NRWS, and the Optional "Fit for not with" HFX Class NRWS, the Contractor shall have each NRWS in an installation ready state for the installation year 2021 as identified in Annex B Acquisition Statement of Work, Table 2 NRWS Implementation Schedule.

For each optional NRWS installation, the Project Authority will provide the NRWS ship yard delivery date to the Contractor, three (3) months prior to the Installation date within the 2021 installation year identified in Annex B Acquisition Statement of Work, Table 2 NRWS Implementation Schedule.

For planning purposes, Canada will provide updated ship availability schedules on the second Monday of April during each Contract year. Should a ship not be available for installation in the year specified, starting the first day of the next yearly period (April 1), Canada will choose to either take possession and store each NRWS on its own, or choose to have the Contractor store each NRWS system at the daily storage fee provided in Schedule A, NRWS Acquisition Pricing Article 6, until each NRWS is shipped from the Contractor's storage to the ship yard.

#### 6.2.2 Delivery Dates for All Other Optional Requirements

Should Canada choose to exercise contract optional items N°3, N°4, N°5, and N°6 of Schedule A NRWS Acquisition Pricing, the delivery dates will be negotiate between Canada and the Contractor prior to issuing an amendment to exercise the optional requirement.

## 7. Authorities

### 7.1 Contracting Authority

The Contracting Authority for the Contract is:

Michael Rancourt  
Supply Specialist

Public Works and Government Services Canada  
Acquisitions Branch  
Electronics, Munitions, and Tactical Systems Procurement Directorate - QF  
11 Laurier Street  
Gatineau, Quebec  
K1A 0S5

Telephone: 819-956-3930  
Facsimile: 819-956-5650  
E-mail: Michael.Rancourt@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### 7.2 Project Authority

The Project Authority for the Contract is:

*(The Project Authority will be inserted at contract award)*

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

### 7.3 Technical Authority

The Technical Authority for the Contract is:

*(The Technical Authority will be inserted at contract award)*

The Technical Authority named above 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.

#### 7.4 Requisition Authority

The Requisition Authority for the Contract is:

*(The Requisition Authority will be inserted at contract award)*

The Requisition Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Requisition Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Requisition Authority however the Requisition Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

#### 7.5 Industrial and Technological Benefits Authority

The Industrial and Technological Benefits Authority for the Contract is:

*(The Industrial and Technological Benefits Authority will be inserted at contract award)*

The Industrial Technological Benefits 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 Industrial and Technological Benefits content of the Work under the Contract. Industrial and Technological Benefits matters may be discussed with the Industrial and Technological Benefits Authority; however, the Industrial and Technological Benefits 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.

#### 7.6 Contractor's Representative

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

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

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

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

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

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

### 8. Payment

#### 8.1 Basis of Payment – Firm Price

*For the Work described in Schedule A, NRWS Acquisition Pricing, Line N°1 through N°8, and should optional requirements N°1 through N°6 be exercised:*

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a Firm Price for a cost of \$ (to be inserted at contract award). Customs duties are excluded and Applicable Taxes are extra.

---

For the firm price portion of the Work only, 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.

8.2 Basis of Payment – Firm Lot Prices,

*For the Work described in Schedule A, Article 4 Firm Lot Prices for HFX Class NRWS Installation Costs, and Article 6, Firm Lot Prices for Daily NRWS Storage Fees:*

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid *firm lot prices* in accordance with Schedule A Article 4 Firm Lot Prices for HFX Class NRWS Installation Costs, and Article 6, Firm Lot Prices for Daily NRWS Storage Fees. Customs duties are excluded and Applicable Taxes are extra.

For the firm price portion of the Work only, 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.

8.3 Basis of Payment - Firm Hourly Rates

The Contractor will be paid firm hourly rates Schedule A Article 5 Firm NRWS Rates for Work Arisings, for work performed in accordance with the Contract. Customs duties are excluded and Applicable Taxes are extra.

8.3.1 Limitation of Expenditure - Cumulative Total of all Task Authorizations

*For all Task Authorizations issued under the Contract:*

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ (to be inserted at contract award), Customs duties are and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a) when it is 75 percent committed, or
  - b) four (4) months before the contract expiry date, or
  - c) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

8.3.2 Travel and Living Expenses - National Joint Council Travel Directive

*For any travel that may be required under a Work Arising:*

- a) The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
- b) All travel must have the prior authorization of the Project Authority.
- c) All payments are subject to government audit.

National Joint Council Travel Directive:

<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>

#### 8.4 Taxes - Foreign-based Contractor

*For all Foreign Based Bidders:*

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

#### 8.5 Duties and Taxes - Foreign-based Contractor - State of California

*For all Bidders in the U.S. State of California:*

The Contractor must inform the Contracting Authority of all customs duties and of all sales, consumption, use, excise, personal property or any other taxes the Contractor proposes to pay or not to pay. The Contractor must carry out any instructions the Contracting Authority may give in respect of payment or non-payment of these taxes.

#### 8.6 Customs Duties - Department of National Defence – Importer

- a) As the goods to be supplied under the Contract are defence supplies, customs duties on importation to Canada may be remitted under the Tariff Item Number 9982.00.00 of the Schedule to the *Customs Tariff*.
- b) Remission of customs duties payable may be granted under the Tariff Item Number 9982.00.00 when the total contract value of the defence supplies is C\$250,000 or more. This reflects the import value of the goods plus the duty that would be applicable in the absence of the *Customs Tariff*.
- c) The Department of National Defence (DND) will be responsible for prearranging remission on importation or for paying customs duties on importation and applying to Canada Border Services Agency for a refund. DND is also responsible for applying to Public Works and

---

Government Services Canada in good time for the certification required by the *Customs Tariff*.

8.7 Lien - Section 427 of the Bank Act

*For Canadian Based Bidders:*

1. If any lien under section 427 of the *Bank Act*, S.C.. 1991, c. 46, exists in respect to any materials, parts, work-in-process, or finished work for which the Contractor intends to claim payment, the Contractor agrees to inform the Contracting Authority without delay and agrees, unless instructed otherwise by the Contracting Authority, either:
  - a) to cause the bank to remove such lien and to provide the Contracting Authority with written confirmation from the bank; or,
  - b) to provide to the Contracting Authority an undertaking from the bank that the bank will not make any claim under section 427 of the *Bank Act* on materials, parts, work-in-process, or finished work in respect of which payment is made to the Contractor under the Contract.
2. Failure to inform the Contracting Authority of such lien or failure to implement paragraph 1(a) or (b) above will constitute default under the default section of the general conditions and will entitle Canada to terminate the Contract.

8.8 Discretionary Audit

1. The following are subject to government audit before or after payment is made:
  - a) The amount claimed under the Contract, as computed in accordance with Schedule A NRWS Acquisition Pricing;
  - b) The accuracy of the Contractor's time recording system.
  - c) The estimated amount of profit in any element where there is a negotiated arrangement (non-competitive) or amendment. The purpose of the audit is to determine whether the actual profit earned on the Contract, during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in the price or rate certification, as required.

If the audit demonstrates that the actual profit is not reasonable and justifiable, as defined above, the Contractor must repay Canada the amount found to be in excess.
  - d) Any firm priced or firm lot priced element, firm time rate for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services. This does not preclude any subsequent assessment for any excess profit.
2. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

---

## 9. Method of Payment

### 9.1 Milestone Payments

*For Schedule A Article 2 line items N°1, N°2, N°3, N°4, N°5, N°6, and should Article 3 optional line items N°1, N°2, N°3 be exercised, and including Task Authorizations, if applicable:*

1. Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract, up to **eighty five percent (85%)** of the amount claimed and approved by Canada if:
  - a) an accurate and complete claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - b) the total amount for all milestone payments paid by Canada does not exceed **eighty-five percent (85%)** of the total amount to be paid under the Contract for milestone payments;
  - c) all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
  - d) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.
2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.

#### 9.1.1 Transfer of Ownership

Payments made under clauses relating to progress or advance payments will not constitute or result in a transfer of ownership of the raw materials, work-in-process, finished goods or other articles.

### 9.2 Multiple Payments

*For all Task Authorizations (if applicable), and should Optional line items N°4, N°5 and N°6 be exercised:*

Canada will pay the Contractor upon completion and delivery of units 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;
- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

## 10. Invoicing Instructions

### 10.1 Invoicing Instructions - Progress Payment Claim

- 1, The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment (Annex F).

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) a list of all expenses;
  - d) the description and value of the milestone claimed as detailed in the Contract.
  - e) for all claims for travel, a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
  - f) a copy of the monthly progress report.
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.
3. The Contractor must prepare and certify one original and two (2) copies of the claim on form PWGSC-TPSGC 1111, and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

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

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

## 11. Shipping

### 11.1 Delivery of Goods

#### 11.1.1 *For Schedule A items N°1, N°2, N°5, N°6 and, should the options be exercised, items N°1, N°2 N°3 and N°6:*

1. Goods must be consigned to the destination specified in the Contract and Delivered at Place (DAP) Halifax Nova Scotia, Esquimalt British Columbia, Gatineau Quebec and Ottawa Ontario, Incoterms 2010, to the following addresses:
  - a) For shipments to Halifax dock yards and training centers:  
7H1 CF Halifax  
Halifax, N.S.  
Telephone: 902-427-1441
  - b) For shipments to Esquimalt dock yards and training centers:  
2B1 CF Esquimalt  
Esquimalt, B.C.  
Telephone: 250-363-4963

2. The Contractor must deliver the goods to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown above. The consignee may refuse shipments when prior arrangements have not been made.

11.1.2 Hard copy versions of contract reports and publication deliverables:

*For Schedule A items N°3 and N°4:*

For hard copy versions of contract reports and publication deliverables identified in Annex B and its appendices and deliverable related to Industrial and Technological Benefits and Value Proposition, shipments are to be sent to the appropriate Authorities identified in Article 7 of the Contract, Delivered at Place (DAP) Gatineau PQ or Ottawa ON, as applicable, Incoterms 2010.

11.1.3 Delivery of Training

Delivery of Training shall be in accordance with Schedule A NRWS Acquisition Pricing, Article 2 line items N°7, N°8, and if exercise, Article 3 optional line items N°5 and N°6.

11.2 Canadian Customs Documentation

General

1. The Contractor must provide two (2) copies of the Canada Customs Invoice (CCI) or two (2) copies of the commercial invoice marked "For Customs Purposes Only".
2. For shipments from the United States and Mexico that are of American, Mexican or Canadian origin, as defined by the North American Free Trade Agreement (NAFTA), and for shipments from Israel that are Israeli in origin, as defined by the Canada-Israel Free Trade Agreement (CIFTA), the Contractor must provide proof of origin of the goods. This proof must be in the form of a NAFTA or CIFTA Certificate of Origin for goods valued at C\$1,600 or more, or a simple statement on the invoice for goods valued at C\$1,600 or less. In either case, the document must include an original signature and must reference the contract number. For contracts valued at C\$250,000 or more, the proof of origin will not be required.
3. The Contractor must not employ commercial customs brokers to custom clear the goods provided under the Contract, unless authorized by the Canadian Material Support Group / Customs, at National Defence Headquarters, telephone: 1-855-210-5149, facsimile: 1-800-306-1811 or 613-971-7333.

Completion of Documents

The CCI or commercial invoice must include the following information:

- a) complete description of the goods being shipped, including the applicable United States "Schedule B" codes or United States Harmonized Tariff Schedule codes;
- b) value and terms of sale for each item (e.g. sale, loan, warranty, Incoterms 2000), including value of repairs, warranty repairs or replacement costs;
- c) the Contract number and financial codes (use Field 3 on the CCI form);
- d) country of origin of goods;

- e) when a NAFTA/CIFTA Certificate of Origin has been prepared, the "Description" field of the CCI or commercial invoice must include a statement confirming that it has been completed and is attached to that invoice.

#### Distribution of Documents

1. The Contractor must attach the following to shipping container No. 1 of all shipments using a waterproof envelope marked "Canada Customs Documentation":
  - a) one (1) copy of the CCI or one (1) copy of the commercial invoice as applicable, and;
  - b) one (1) copy of the NAFTA Certificate of Origin (if applicable).
2. The second copy of each of the above-mentioned forms must be attached to the shipping documents.
3. A copy of the CIFTA Certificate of Origin must be faxed to 1-800-306-1811 or emailed to [DCBSCustoms@forces.gc.ca](mailto:DCBSCustoms@forces.gc.ca).

#### 11.3 Packaging Requirement using Specification D-LM-008-036/SF-000

The Contractor must prepare item number(s) **X** 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.

#### 11.4 Marking

The Contractor must ensure that the manufacturer's name and part number are clearly stamped or etched on each item for positive identification purposes.

#### 11.5 Labelling

The Contractor must ensure that the manufacturer's and specification numbers appear on each item, either printed on the container or on an adhesive label of highest commercial standard affixed to the container.

#### 11.6 Wood Packaging Materials

All wood packaging materials used in shipping must conform to the International Standards for Phytosanitary Measures No. 15: Regulation of Wood Packaging Material in International Trade (ISPM 15).

Pertinent additional information on Canada's import and export programs is provided in the following Canadian Food Inspection Agency policy directives:

D-98-08 - Entry Requirements for Wood Packaging Materials Produced in All Areas Other Than the Continental United States

D-01-05 - The Canadian Wood Packaging Certification Program (CWPCP)

#### 11.7 Palletization

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

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

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

#### 11.8 Incomplete Assemblies

The Contractor must not ship incomplete assemblies unless the authorization for such shipment has been obtained before from the Contracting Authority.

#### 11.9 Excess Goods

The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

#### 11.10 Delivery of Dangerous Goods / Hazardous Products

1. The Contractor must mark dangerous goods/hazardous products material which is classed as dangerous / hazardous as follows:
  - a) shipping container - in accordance with the *Transportation of Dangerous Goods Act*, 1992, c. 34; and
  - b) immediate product container - in accordance with the *Hazardous Products Act*, R.S., 1985, c. H-3.
2. The Contractor must provide bilingual Material Safety Data Sheets, indicating the NATO Stock Number as follows:
  - a) two (2) hard copies:
    - (i) one (1) copy to be enclosed with the shipment, and
    - (ii) one (1) copy to be mailed to:

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

Attention: DSCO 5-4-2

- b) one (1) copy sent by email to the following address: [MSDS-FS@FORCES.GC.CA](mailto:MSDS-FS@FORCES.GC.CA) in word processing format (i.e. MS Word or WordPerfect).
3. The Contractor will be responsible for any damages caused by improper packaging, labelling or carriage of goods/products.
4. The Contractor must ensure they adhere to all levels of regulations regarding dangerous goods/hazardous products as set forth by federal, provincial and municipal laws and by-laws.
5. The Contractor must contact the consignee (i.e. Supply Depot Traffic Section) at least 48 hours before shipping dangerous goods/hazardous products in order to schedule a receiving time.

#### 11.11 Transportation of Dangerous Goods/Hazardous Products

The Contractor must obtain the authorization from the Department of Transport to transport dangerous goods/hazardous products before the carrier may accept a charter involving the transportation of dangerous goods/hazardous products.

#### 11.12 Labelling

The Contractor must ensure that the manufacturer's and specification numbers appear on each item, either printed on the container or on an adhesive label of highest commercial standard affixed to the container.

##### 11.12.1 Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance

1. The Contractor must ensure proper labelling and packaging in the supply and shipping of dangerous goods/hazardous products to the Government of Canada.
2. The Contractor will be held liable for any damages caused by improper packaging, labelling or carriage of dangerous goods/hazardous products.
3. The Contractor must clearly mark all merchandise labels with the percentage of volume that is a hazardous item. Failure to do so will result in the Contractor being held responsible for damages caused in the movement of goods/products by government vehicles or government personnel.
4. The Contractor must adhere to all applicable laws regarding dangerous goods/hazardous products.

#### 11.13 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

## 12. Quality Assurance

### 12.1 ISO 9001:2008 Quality Management Systems - Requirements (QAC Q)

In the performance of the Work described in the Contract, the Contractor must comply with the requirements of:

ISO 9001:2008 - Quality management systems - Requirements, published by the International Organization for Standardization (ISO), current edition at date of submission of Contractor's bid. It is not intended that the Contractor be registered to ISO 9001; however, the Contractor's quality management system must address all requirements appropriate to the scope of the Work. Only exclusions in accordance with clause 1.2 of ISO 9001 are acceptable.

#### Assistance for Government Quality Assurance (GQA)

The Contractor must provide the Quality Assurance Representative (QAR) with the accommodation and facilities required for the proper accomplishment of GQA and must provide any assistance required by the QAR for evaluation, verification, validation, documentation or release of product.

The QAR must have the right of access to any area of the Contractor's or subcontractor's facilities where any part of the Work is being performed. The QAR must be afforded unrestricted opportunity to evaluate and verify Contractor conformity with quality system procedures and to validate product conformity with the requirements of the Contract. The Contractor must make available for reasonable use by the QAR the equipment necessary for all validation purposes. Contractor personnel must be made available for operation of such equipment as required.

When the QAR determines that GQA is required at a subcontractor's facilities, the Contractor must provide for this in the purchasing document and forward copies to the QAR, together with relevant technical data as the QAR may request.

The Contractor must notify the QAR of non-conforming product received from a subcontractor when the product has been subject to GQA.

For the 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".

#### 12.2 Quality Assurance Authority (DND)

For all Canadian Bidders:

All work is subject to Government Quality Assurance performed at the Contractor's or subcontractor's facility, and at the installation site, by the Director of Quality Assurance, or its designated Quality Assurance Representative (QAR).

Director of Quality Assurance  
National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2  
E-mail: [ContractAdmin.DQA@forces.gc.ca](mailto:ContractAdmin.DQA@forces.gc.ca)

Within forty-eight (48) hours of contract award, the Contractor must contact the QAR. The name, location and phone number of the QAR can be obtained from the nearest National Defence Quality Assurance Region (NDQAR) listed below:

Atlantic - Halifax 902-427-7224 or 902-427-7150

Quebec - Montreal 514-732-4410 or 514-732-4477  
Quebec - Quebec City 418-694-5998, ext. 5996  
National Capital Region - Ottawa 819-939-0168  
Ontario - Toronto 416-635-4404, ext. 6081 or 2754  
Ontario - London 519-964-5757  
Manitoba/Saskatchewan - Winnipeg 204-833-2500, ext. 6574  
Alberta - Calgary 403-410-2320, ext. 3830  
Alberta - Edmonton 780-973-4011, ext. 2276  
British Columbia - Vancouver 604-225-2520, ext. 2460  
British Columbia - Victoria 250-363-5662

The Contractor is responsible for performing, or having performed, all inspections and tests necessary to substantiate that the material or services provided conform to the requirements of the Contract.

The Contractor must provide, at no additional cost, all applicable test data, all technical data, test pieces and samples as may reasonably be required by the QAR to verify conformity to the requirements of the Contract. The Contractor must forward at its expense such technical data, test data, test pieces and samples to such location as the QAR may direct.

Quality control, inspection and test records that substantiate conformity to the specified requirements, including records of corrective actions, must be retained by the Contractor for three (3) years from the date of completion or termination of the Contract and must be made available to the QAR upon request.

OR, for all foreign (non-Canadian) Bidders:

All work is subject to Government Quality Assurance performed at the Contractor's or subcontractor's facility, and at the installation site, by the Director of Quality Assurance, or its designated Quality Assurance Representative (QAR).

Director of Quality Assurance  
National Defence Headquarters  
Major-General George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2  
E-mail: [ContractAdmin.DQA@forces.gc.ca](mailto:ContractAdmin.DQA@forces.gc.ca)

If the Contractor has not been contacted by the QAR performing GQA in the Contractor's facility or area within forty-five (45) working days of award of the Contract, the Contractor must notify the Contracting Authority.

Where no official arrangements for mutual GQA have been concluded, the Department of National Defence will arrange for the GQA services to be conducted by a National Quality Assurance Authority acceptable to the Director of Quality Assurance. If the GQA services must be provided on a cost-recovery basis, the costs for the services must be accrued against the Contract and be discharged through separate invoicing.

The Contractor is responsible for performing, or having performed, all inspections and tests necessary to substantiate that the material or services provided conform to the requirements of the Contract.

The Contractor must provide, at no additional cost, all applicable test data, all technical data, test pieces and samples as may reasonably be required by the QAR to verify conformity to the

requirements of the Contract. The Contractor must forward at its expense such technical data, test data, test pieces and samples to such location as the QAR may direct.

Quality control, inspection and test records that substantiate conformity to the specified requirements, including records of corrective actions, must be retained by the Contractor for three (3) years from the date of completion or termination of the Contract and must be made available to the QAR upon request.

### 12.3 Release Documents (DND)

For all Canadian Bidders:

Unless otherwise directed by the Department of National Defence (DND) Quality Assurance Authority, the signature of the DND Quality Assurance Representative on the release document is not required.

Material must be released for shipment using either DND form CF 1280, Certificate of Release, Inspection and Acceptance, or a release document containing the same information. The Contractor must prepare the release document(s).

For return of repair and overhaul material to the Canadian Forces Supply System Upgrade, use forms DND 2227/DND 2228 in lieu of DND form CF 1280.

OR, for all U.S.A. Bidders:

Material must be released for shipment using a DD Form 250, Material Inspection and Receiving Report, or a release document containing the same information and acceptable to the Quality Assurance Representative. The Contractor must prepare the release document(s).

OR, for all non-Canadian and non - U.S.A Bidders:

Material must be released for shipment using a Certificate of Conformity in accordance with NATO STANAG 4107 which must be prepared by the Contractor.

### 12.4 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
- e) One (1) copy to the Quality Assurance Representative;
- f) One (1) copy to the Contractor; and

- g) For all non-Canadian contractors, one (1) copy to:

DQA/Contract Administration

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

E-mail: [ContractAdmin.DQA@forces.gc.ca](mailto:ContractAdmin.DQA@forces.gc.ca).

### 13. Priority Rating

*For all Bidders based in the United States:*

Canada is a participant in the United States Defense Priorities and Allocations System and this defence contract is eligible for a priority rating. The Defence Priorities and Allocations Officer, Public Works and Government Services Canada, must advise the Contractor as to the appropriate priority rating within sixty (60) days of the date of the Contract.

#### 13.1 Priority Rating - Canadian-based Contractors

*For all Canadian based Bidders:*

1. The Contract concerns a Canadian defence requirement and therefore is eligible to be assigned a "U.S. Priority Rating" for any materials/services imported from the United States which may be required in the performance of the Work. Accordingly, the Contractor must:
  - a) make an application to the Defence Priorities and Allocations Officer, Public Works and Government Services Canada (PWGSC), either by e-mail at: [DGAPrioritesdedefense.ACQBDefencePriorities@pwgsc-tpsgc.gc.ca](mailto:DGAPrioritesdedefense.ACQBDefencePriorities@pwgsc-tpsgc.gc.ca) ; or by facsimile: 819-956-1459; and
  - b) include this clause in subcontracts with Canadian-based contractors, and quote the PWGSC Contract Number indicated in the Contract.
2. Failure to comply with the above may impact on the Contractor's delivery commitments. Therefore, the Contractor is responsible for any breach of the Contract that arises from such a failure.

### 14. Certifications

#### 14.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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.

#### 14.2 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 Employment and Social Development Canada (ESDC)-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 ESDC will constitute the Contractor in default as per the terms of the Contract.

#### 15. Applicable Laws

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

#### 16. Priority of Documents (Article 15 will be adjusted to reflect RFP structure for the formal RFP process)

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 4002 (2010-08-16) Software Development or Modification Services;
- (d) the supplemental 4003 (2010-08-16) Licensed Software;
- (e) the supplemental 4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information;
- (f) the General Conditions 1031-2 (2012-07-16) Contract Cost Principles;
- (g) the General Conditions 2030 (2014-09-25), General Conditions - Higher Complexity – Goods;
- (h) Annex X, Statement of Work;
- (i) Annex X, Basis of Payment;
- (j) Annex X, Security Requirements Check List;
- (k) Annex X, Federal Contractors Program for Employment Equity – Certification;
- (l) Annex X, Insurance Requirements (*if applicable*);
- (m) the signed Task Authorizations (including all of its annexes, if any);
- (n) the Contractor's bid dated (*to be inserted at contract award*).

#### 17. Defence Contract

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

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

#### 18. Foreign Nationals

*For All Canadian Bidders:*

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration

Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

*For All Foreign Bidders:*

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

#### **19. Canadian Forces Site Regulations**

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

#### **20. Access to Facilities and Equipment**

Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. If access to government premises, computer systems (micro computer network), working space, telephones, terminals, documentation and personnel for consultation is required by the Contractor to perform the Work, the Contractor must advise the Contracting Authority of the need for such access in a timely fashion. If the Contractor's request for access is approved by Canada and arrangements are made to provide access to the Contractor, the Contractor, its subcontractors, agents and employees must comply with all the conditions applicable at the Work site. The Contractor must further ensure that the facilities and equipment are used solely for the performance of the Contract.

#### **21. Insurance – Specific Requirements**

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

#### **22. Controlled Goods**

The Contract involves controlled goods as defined in the Schedule to the *Defence Production Act*. The Contractor must identify those controlled goods to the Department of National Defence.

## 22.1 Controlled Goods Program

1. As the Contract requires production of or access to controlled goods that are subject to the Defence Production Act R.S. 1985, c. D-1, the Contractor and any subcontractor are advised that, within Canada, only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: Controlled Goods Program
2. When the Contractor and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the Contractor and any subcontractor must, within seven (7) working days from receipt of written notification of the contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the Contractor has provided proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP.

Failure of the Contractor to provide proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the Contract except to the extent that Canada is responsible for the failure due to delay in processing the application.

3. The Contractor and any subcontractor must maintain registration, exemption or exclusion from the CGP for the duration of the Contract and in any event for so long as they will examine, possess or transfer controlled goods.

## 23. Liquidated Damages (Industrial and Technological Benefits and Value proposition requirements)

1. If the Contractor fails to deliver the Industrial and Technological Benefits and / or the Value proposition requirements within the time specified in the Contract, the Contractor agrees to pay to Canada liquidated damages in the amount of \$ (TBD) for each calendar day of delay. The total amount of the liquidated damages must not exceed (TBD) percent of the contract price.
2. Canada and the Contractor agree that the amount stated above is their best pre-estimate of the loss to Canada in the event of such a failure, and that it is not intended to be, nor is it to be interpreted as, a penalty.
3. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any liquidated damages owing and unpaid under this section.
4. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.

## 24. Welding Certification (TBD)

1. The Contractor must ensure that welding is performed by a welder certified by the Canadian Welding Bureau (CWB) in accordance with the requirements of the following Canadian Standards Association (CSA) standards:

- 
- a) CSA W47.1-09 (R2014), Certification of Companies for Fusion Welding of Steel \_\_\_\_\_ (insert *division level*); and
- b) CSA W47.2-11, Certification of Companies for Fusion Welding of Aluminum \_\_\_\_\_ (*insert division level*).
2. In addition, welding must be done in accordance with the requirements of the applicable drawings and specifications.
  3. Before the commencement of any fabrication work, and upon request from the Inspection Authority, the Contractor must provide approved welding procedures and/or a list of welding personnel he intends to use in the performance of the Work. The list must identify the CWB welding procedure qualifications attained by each of the personnel listed and must be accompanied by a copy of each person's current CWB welding certification.

DRAFT

## SCHEDULE A – NRWS Acquisition Pricing

Customs duties are excluded and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable. Should a discrepancy exist between the unit and extended unit prices, the unit pricing shall govern.

### 1. Currency

All prices provided in Schedule A, NRWS Acquisition Pricing, are provided in the following currency: \_\_\_\_\_

### 2. NRWS Acquisition Requirements

Item N°	Description	QTY	Firm Unit Price (DAP Destination)	Extended Firm Price (DAP Destination)
1	<u>HFX Class NRWS</u> Forty (40) complete NRWS Systems (including cabling) as defined in Annex B Statement of Work and its appendices.	40		
2	<u>JSS NRWS</u> Eight (8) complete NRWS Systems as defined in Annex B Statement of Work and its appendices.	8		
3	<u>Project Management, System Engineering and ILS (excluding Manuals, ICT, Installation, and Computer Based Trainers)</u> Manage and execute the Work for delivery of the Naval Remote Weapon Station (NRWS) requirement, associated Data Item Deliverables, and all other associated Work, in accordance with the Contract and all its Schedules, Annexes, and Appendices.	LOT	N/A	
4	<u>Manuals</u> Generate and deliver the Publications as defined in Annex B Statement of Work and its appendices.	LOT	N/A	
5	<u>Computer Based Trainers</u> Four (4) complete Compute based Trainers, as defined in Annex B Statement of Work and its appendices.	4		

*NRWS Acquisition Requirements (continued)*

Item N°	Description	QTY	Firm Unit Price (DAP Destination)	Extended Firm Price (DAP Destination)
6	<u>Training Facilities NRWS</u> Two (2) complete Training Facilities NRWS, as defined in Annex B Statement of Work and its appendices.	2		
7	<u>NRWS Operator Initial Cadre Training</u> Two (2) Operator Initial Cadre training sessions as defined in Annex B Statement of Work and its appendices.	2		
8	<u>NRWS Maintainer Initial Cadre Training</u> Two (2) Maintainer Initial Cadre training sessions as defined in Annex B Statement of Work and its appendices.	2		

**3. NRWS Optional Acquisition Requirements**

Item N°	Description	QTY	Firm Unit Price (DAP Destination)	Extended Firm Price (DAP Destination)
1	<u>Optional HFX Class NRWS</u> Eight (8) additional complete NRWS as defined in Annex B Statement of Work and its appendices.	Up to 8*		
2	<u>Optional "Fit for not with" HFX Class NRWS</u> Eight (8) Fit for not with" Halifax Ship Class NRWS installation configuration as defined in Annex B Statement of Work and its appendices.	Up to 8*		
3	<u>Optional Computer Based Trainers</u> Ten (10) additional Compute based Trainers, as defined in Annex B Statement of Work and its appendices.	Up to 10*		

*NRWS Optional Acquisition Requirements (continued)*

Item N°	Description	QTY	Firm Unit Price (DAP Destination)	Extended Firm Price (DAP Destination)
4	<u>Optional NRWS Operator Initial Cadre Training</u> Four (4) additional sessions each of Operator Initial Cadre training as defined in Annex B Statement of Work and its appendices.	Up to 4*		
5	<u>Optional NRWS Maintainer Initial Cadre Training</u> Four (4) additional sessions each of Operator Initial Cadre training and Maintainer Initial Cadre Training as defined in Annex B Statement of Work and its appendices.	Up to 4*		
6	<u>Optional Spares and Special Tools and Test Equipment</u> The provision of spares and special tools and test equipment in support of the NRWS requirement, as defined in Annex B, Statement of Work, and its Appendices.	As Required	TBN**	TBN**

\* Optional requirements can be exercised on multiple orders, but not to exceed the option quantity.

\*\* TBN (To Be Negotiated)

**Note For Industry:**

Schedule A, Article 4, 5 and 6 are not reflected in Annex G Evaluation procedures and Basis of Selection. The following pricing methods if used under a formal RFP process would be evaluated to determine their contribution to the "total cost" of the bid.

For example, Article 4 would be evaluated by applying the firm lot price for each installation year identified in Annex B Acquisition Statement of Work, Table 2 NRWS Implementation Schedule. This would result in a firm price for installation which would be reflected in the total cost for financial evaluation. For overflow years, a rule may be applied to limit the amount of escalation should an installation occur in these years.

Industry is encouraged to comment and provide feedback on how these work elements could be priced and evaluated.

**4. Firm Lot Prices for HFX Class NRWS Installation Costs**

The lot prices in Schedule A Article 4 include all installation labour costs, material incidental costs and equipment costs to complete each Halifax Class Ship installation (1 NRWS System as defined in the Annex B, Statement of Work and its appendices).

The period a ship installation begins (delivery and receipt of the NRWS System to the dock yard) determines the Installation year cost to be used.

Installation	Firm Lot Prices for HFX Class NRWS Installation Costs <i>(Applies to Schedule A, Article 2 Item N°1 and should the options be exercised, Article 3 Item N°1 and N°2)</i>						Overflow Years	
	2016 April 1, 2016 to March 31, 2017	2017 April 1, 2017 to March 31, 2018	2018 April 1, 2018 to March 31, 2019	2019 April 1, 2019 to March 31, 2020	2020 April 1, 2020 to March 31, 2021	2021 April 1, 2021 to March 31, 2022	2022 April 1, 2022 to March 31, 2023	2023 April 1, 2023 to March 31, 2024
HFX Class NRWS	\$	\$	\$	\$	\$	\$	\$	\$
HFX Class NRWS <i>(Fit for not with)</i>	N/A	N/A	N/A	N/A	N/A	\$	\$	\$

Solicitation No. - N° de l'invitation  
W8472-125389/C  
Client Ref. No. - N° de réf. du client  
W8472-125389

Amd. No. - N° de la modif.  
File No. - N° du dossier  
101qfW8472-125389

Buyer ID - Id de l'acheteur  
101qf  
CCC No./N° CCC - FMS No./N° VME

**5. Firm NRWS Rates for Work Arisings**

	<b>2016</b> April 1, 2016 to March 31, 2017	<b>2017</b> April 1, 2017 to March 31, 2018	<b>2018</b> April 1, 2018 to March 31, 2019	<b>2019</b> April 1, 2019 to March 31, 2020	<b>2020</b> April 1, 2020 to March 31, 2021	<b>2021</b> April 1, 2021 to March 31, 2022	<b>2022</b> April 1, 2022 to March 31, 2023	<b>2023</b> April 1, 2023 to March 31, 2024
Senior Engineer								
Junior Engineer								
Senior Technician								
Junior Technician								
Project Manager								

**6. Firm Lot Prices for Daily NRWS Storage Fees**

<b>Firm Lot Prices for Daily NRWS Storage Fees (fee for each NRWS)</b> <i>(Applies to Schedule A, Article 2 Item N°1, N°2, N°6 and should the options be exercised, Article 3 Item N°1 and N°2)</i>						<b>Overflow Years</b>	
<b>2016</b> April 1, 2016 to March 31, 2017	<b>2017</b> April 1, 2017 to March 31, 2018	<b>2018</b> April 1, 2018 to March 31, 2019	<b>2019</b> April 1, 2019 to March 31, 2020	<b>2020</b> April 1, 2020 to March 31, 2021	<b>2021</b> April 1, 2021 to March 31, 2022	<b>2022</b> April 1, 2022 to March 31, 2023	<b>2023</b> April 1, 2023 to March 31, 2024
\$	\$	\$	\$	\$	\$	\$	\$

### SCHEDULE B – NRWS Payment Milestones

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Milestone N°	Milestone Description	% of Total Price	Firm Amount	Hold Back Amount (15%)	Milestone N°	Supporting Documentation and Deliverables
1	Contract Kick- Off Meeting / System Requirement Review					Authorized Contract Kick- Off Minutes IAW SOW Para 3.7.3.4.
2	Preliminary Design Review (PDR)					System Specification IAW SOW Para 4.2.4 and Authorization IAW SOW Para 4.2.5.
3	Critical Design Review (CDR)					PDR Documentation Package, with content IAW SOW Para 4.3.1.2, and Authorization IAW SOW Para 4.3.1.4
4	Integrated Logistic Support (ILS) Conference					CDR Documentation Package, with content IAW SOW Para 4.3.2.2, and Authorization IAW SOW Para 4.3.2.4 Authorized ILS Conference Minutes IAW SOW Para 5.2.3.6.
5	Trainer Factory Acceptance Test					and IP Conference Documentation Package, with content IAW SOW Para 5.2.3.2, and Authorization IAW SOW Para 5.2.3.6.
6	Training Facility STW					Acceptance of Trainer Factory Acceptance Test Report IAW Para 4.6.7.2
7	Conduct Operator Initial Cadre Training (ICT)					Authorized Training Facility STW Acceptance Test Report IAW Para 4.5.4.2 and Para 4.5.4.4 All Operator ICT sessions completed

Solicitation No. - N° de l'invitation  
W8472-125389/C  
Client Ref. No. - N° de réf. du client  
W8472-125389

Amd. No. - N° de la modif.  
101qf  
File No. - N° du dossier  
101qfW8472-125389

Buyer ID - Id de l'acheteur  
101qf  
CCC No./N° CCC - FMS No./N° VME

<b>8</b>	Conduct Maintainer ICT					All Maintainer ICT sessions completed
<b>9</b>	First Article Factory Acceptance Test (FAT)					Acceptance of First Article FAT Test Report IAW SOW Para 4.6.7.2
<b>10</b>	First Article HAT					Acceptance of First Article HAT Test Report IAW SOW Para 4.6.7.3
<b>11</b>	First Article Sea Acceptance Test (SAT)					Acceptance of First Article SAT Test Report IAW SOW Para 4.6.7.4
<b>12</b>	Technical Data Package (TDP) Delivery					TDP, with content IAW SOW Para 4.8.2.1, and Acceptance
<b>13</b>	Final In-Service Manuals Delivery					Final In-Service Manuals, with content IAW SOW Para 5.6.1, and Authorization IAW SOW Para 5.6.4???
<b>14</b>	Recurring Article HAT					Acceptance of Recurring Article HAT Test Report IAW SOW Para 4.6.7.5
<b>15</b>	Recurring Article SAT					Acceptance of Recurring Article SAT Test Report IAW SOW Para 4.6.7.5
<b>16</b>	Recurring Article HAT					Acceptance of Recurring Article HAT Test Report IAW SOW Para 4.6.7.5
<b>17</b>	Recurring Article SAT					Acceptance of Recurring Article SAT Test Report IAW SOW Para 4.6.7.5

Solicitation No. - N° de l'invitation  
W8472-125389/C  
Client Ref. No. - N° de réf. du client  
W8472-125389

Amd. No. - N° de la modif.  
101qf  
File No. - N° du dossier  
101qfW8472-125389

Buyer ID - Id de l'acheteur  
101qf  
CCC No./N° CCC - FMS No./N° VME

18	Recurring Article HAT					Acceptance of Recurring Article HAT Test Report IAW SOW Para 4.6.5
19	Recurring Article SAT					Acceptance of Recurring Article SAT Test Report IAW SOW Para 4.6.7.5
20	Recurring Article HAT					Acceptance of Recurring Article HAT Test Report IAW SOW Para 4.6.7.5
21	Recurring Article SAT					Acceptance of Recurring Article SAT Test Report IAW SOW Para 4.6.7.5
22	Recurring Article HAT					Acceptance of Recurring Article HAT Test Report IAW SOW Para 4.6.7.5
23	Recurring Article SAT					Acceptance of Recurring Article SAT Test Report IAW SOW Para 4.6.7.5
24	Recurring Article HAT					Acceptance of Recurring Article HAT Test Report IAW SOW Para 4.6.7.5
25	Recurring Article SAT					Acceptance of Recurring Article SAT Test Report IAW SOW Para 4.6.7.5
26	Recurring Article HAT					Acceptance of Recurring Article HAT Test Report IAW SOW Para 4.6.7.5
27	Recurring Article SAT					Acceptance of Recurring Article SAT Test Report IAW SOW Para 4.6.7.5
28	Recurring Article HAT					Acceptance of Recurring Article HAT Test Report IAW SOW Para 4.6.7.5

Solicitation No. - N° de l'invitation  
W8472-125389/C  
Client Ref. No. - N° de réf. du client  
W8472-125389

Amd. No. - N° de la modif.  
101qf  
File No. - N° du dossier  
101qfW8472-125389

Buyer ID - Id de l'acheteur  
101qf  
CCC No./N° CCC - FMS No./N° VME

<b>29</b>	Recurring Article SAT					Acceptance of Recurring Article SAT Test Report IAW SOW Para 4.6.7.5
<b>30</b>	Recurring Article HAT					Acceptance of Recurring Article HAT Test Report IAW SOW Para 4.6.7.5
<b>31</b>	Recurring Article SAT					Acceptance of Recurring Article SAT Test Report IAW SOW Para 4.6.7.5

---

## ANNEX E

### 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 any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC) – 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 ESDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-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 ESDC-Labour.

**B. Check only one of the following:**

- B1. The Bidder is not a Joint Venture.

**OR**

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

---

## Annex H – Insurance Requirements

### **Commercial General Liability Insurance**

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

- n) Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- o) All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- p) Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
- q) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- r) Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

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

**For other provinces and territories, send to:**

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

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

**Errors and Omissions Liability Insurance**

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

Solicitation No. - N° de l'invitation  
W8472-125389/C  
Client Ref. No. - N° de réf. du client  
W8472-125389

Amd. No. - N° de la modif.  
File No. - N° du dossier  
101qfW8472-125389

Buyer ID - Id de l'acheteur  
101qf  
CCC No./N° CCC - FMS No./N° VME

---

3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

DRAFT



## Claim for Progress Payment Demande de paiement progressif

If necessary, use form PWGSC-TPSGC 1112 to record detail costs  
Si nécessaire, utiliser le formulaire PWGSC-TPSGC 1112 pour inscrire les coûts détaillés

Contractor's Name and Address Nom et adresse de l'entrepreneur	Claim No. N° de la demande	Date YYYY-MM-DD / AAAA-MM-JJ	Contract Price - Prix contractuel
	File No. - N° du dossier		Contract Serial No. N° de série du contrat
Contractor's Procurement Business Number (PBN) Numéro d'entreprise-appvisionnement (NEA) de l'entrepreneur		Financial Code(s) - Code(s) financier(s)	

Contractor's Report of Work Progress (if needed, use additional sheets)  
Compte rendu de l'avancement des travaux par l'entrepreneur (si nécessaire, utiliser des feuilles supplémentaires)

Period of work covered by the claim Période des travaux visée par la demande ▶	Current Claim Demande courante		Previous Claims Demandes précédentes		Total to Date Total à date  (A + B)
	(A)	Tax Rate Taux de taxe	(B)	Tax Rate Taux de taxe	
<b>Description:</b> (Expenditures must be claimed in accordance with the basis and/or method of payment of the contract) <b>Description :</b> (Les dépenses doivent être réclamées conformément à la base de paiement et (ou) à la méthode de paiement du contrat).					
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
Contractor's GST No. N° de TPS de l'entrepreneur	Subtotal Sous-total				
Contractor's QST No. No. de TVQ de l'entrepreneur	Applicable taxes Taxes applicables				
Total					
Less holdbacks on expenditures only (Applicable taxes excluded) Moins les retenues sur les dépenses uniquement (Taxes applicables en sus)					

Total Amount of Claim (including applicable taxes)  
Montant total de la demande (incluant les taxes applicables)

Percentage of the work completed Pourcentage des travaux achevés	%	Current Claim Demande courante	▶	Amount due Montant dû
---	---	-----------------------------------	---	--------------------------

Claim No.  
N° de la demande

Contract Serial No.  
N° de série du contrat

### CERTIFICATE OF CONTRACTOR

**I certify that:**

- All authorizations required under the contract have been obtained. The claim is consistent with the progress of the work and is in accordance with the contract.
- Indirect costs have been paid for or accrued in the accounts.
- Direct materials and the subcontracted work have been received, accepted and either paid for or accrued in the accounts following receipt of invoice from supplier/subcontractor, and have been or will be used exclusively for the purpose of the contract.
- All direct labour costs have been paid for or accrued in the accounts and all such costs were incurred exclusively for the purpose of the contract;
- All other direct costs have been paid for or accrued in the accounts following receipt of applicable invoice or expense voucher and all such costs were incurred exclusively for the purpose of the contract; and
- No liens, encumbrances, charges or other claims exist against the work except those which may arise by operation of law such as a lien in the nature of an unpaid contractor's lien and in respect of which a progress payment and/or advance payment has been or will be made by Canada.

### ATTESTATION DE L'ENTREPRENEUR

**J'atteste que :**

- Toutes les autorisations exigées en vertu du contrat ont été obtenues. La demande correspond à l'avancement des travaux et est conforme au contrat.
- Les coûts indirects ont été réglés ou portés aux livres.
- Les matières directes et les travaux de sous-traitance ont été reçus, et le tout a été accepté et payé, ou encore porté aux livres après réception de factures envoyées par le fournisseur ou le sous-traitant; ces matières et ces travaux ont été ou seront utilisés exclusivement aux fins du contrat.
- Tous les coûts de la main-d'oeuvre directe ont été réglés ou portés aux livres et tous ces coûts ont été engagés exclusivement aux fins du contrat.
- Tous les autres coûts indirects ont été réglés ou portés aux livres après réception des factures ou pièces justificatives pertinentes et tous ces coûts ont été engagés exclusivement aux fins du contrat.
- Il n'existe aucun privilège ni demande ou imputation à l'égard de ces travaux sauf ceux qui pourraient survenir par effet de la loi, notamment le privilège d'un entrepreneur non payé à l'égard duquel un paiement progressif et/ou un paiement anticipé a été ou sera effectué par le Canada.

Contractor 's Signature - Signature de l'entrepreneur

Check the box if the claim is being made with respect to advance payment provisions included in the basis of payment of the contract.

This claim, or a portion of this claim, is for an advance payment.

**I certify that:**

- The funds received will be used solely for the purpose of the contract and attached is a complete description of the purpose to which the advance payment will be applied.
- The amount of the payment is established in accordance with the conditions of the contract.
- The contractor is not in default of its obligations under the contract.
- The payment is related to an identifiable part of the contractual work.

Title - Titre

Date (YYYY-MM-DD / AAAA-MM-JJ)

Cocher la case si la demande est faite en rapport avec les dispositions relatives aux paiements anticipés qui se trouvent dans la base de paiement du contrat.

Cette demande, ou une partie de cette demande, est pour un paiement anticipé.

**J'atteste que :**

- Les fonds reçus ne serviront uniquement qu'aux fins du contrat; ci-joint est une description complète des fins auxquelles le paiement anticipé sera utilisé.
- Le montant du paiement est établi conformément aux conditions du contrat.
- L'entrepreneur n'a pas manqué à ses obligations en vertu du contrat.
- Le paiement porte sur une partie identifiable des travaux précisés dans le contrat.

Contractor 's Signature - Signature de l'entrepreneur

### CERTIFICATES OF DEPARTMENTAL REPRESENTATIVES

**Scientific/Project/Inspection Authority:** I certify that the work meets the quality standards required under the contract, and its progress is in accordance with the conditions of the contract.

**Inspection Authority (all other contracts):** I certify that the quality of the work performed is in accordance with the standards required under the contract.

Title - Titre

Date (YYYY-MM-DD / AAAA-MM-JJ)

### ATTESTATIONS DES REPRÉSENTANTS DU MINISTÈRE

**Autorité scientifique ou responsable du projet / de l'inspection :** J'atteste que les travaux sont conformes aux normes de qualité exigées en vertu du contrat et que leur avancement est conforme aux conditions du contrat.

**Responsable de l'inspection (tous les autres contrats) :** J'atteste que la qualité des travaux exécutés est conforme aux normes exigées en vertu du contrat.

Signature of Scientific / Project / Inspection Authority  
Signature de l'autorité scientifique ou responsable du projet / de l'inspection

Date (YYYY-MM-DD / AAAA-MM-JJ)

**PWGSC Contracting Authority:** I certify that, to the best of my knowledge, the claim is consistent with the progress of the work and is in accordance with the contract. This claim, however, may be subject to further verification and any necessary adjustment before final settlement.

**Autorité contractante de TPSGC :** J'atteste, au meilleur de ma connaissance, que la demande correspond à l'avancement des travaux et est conforme au contrat. Toutefois, cette demande pourrait faire l'objet d'une autre vérification et de tout rajustement nécessaire avant le règlement final.

Contracting Authority Signature de l'autorité contractante

**Client's Authorized Signing Officer - (must sign the interim claim):** I certify that the claim is in accordance with the contract.

Title - Titre

Date (YYYY-MM-DD / AAAA-MM-JJ)

**Signataire autorisé du client - (doit signer la demande provisoire) :** J'atteste que la demande est conforme au contrat.

Client Signature du client

Title - Titre

Date (YYYY-MM-DD / AAAA-MM-JJ)

**Client's Authorized Signing Officer - (must sign the final claim):** I certify that all goods have been received and all services have been rendered, that the work has been properly performed and that the claim is in accordance with the contract.

**Signataire autorisé du client - (doit signer la demande finale) :** J'atteste que tous les biens ont été reçus, que tous les services ont été rendus, que tous les travaux ont été exécutés convenablement, et que la demande est conforme au contrat.

Client Signature du client

Title - Titre

Date (YYYY-MM-DD / AAAA-MM-JJ)

Annex I DND 626 Task Authorization Form

DEPARTMENT OF NATIONAL DEFENCE  
REQUISITION ON A CONTRACT  
(DGLPEM/DCSEM 3-10 DND 626 )

MINISTÈRE DE LA DÉFENSE NATIONALE  
DEMANDE RELATIVE A UN CONTRAT

<b>Invoice TO - EXPÉDIER À</b>		<b>TO THE CONTRACTOR</b> You are requested to supply the following materiel/services in accordance with the terms of the above referenced contract. Only materiel/services included in the contract shall be supplied against this requisition. Each delivery shall be accompanied by a packing note or delivery slip. Please advise the undersigned if the delivery date cannot be met. Invoices shall be prepared in accordance with the instructions set out in the contract.			
<b>SUPPLIER – FOURNISSEUR</b>		<b>À L'ENTREPRENEUR</b> Vous êtes prié de fournir le matériel ou les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls le matériel ou les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande. Chaque livraison doit être accompagnée d'un bordereau d'emballage ou de livraison. Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.			
<b>CONTRACT #</b>	<b>REQUISITION # # DE COMMANDE</b>	<b>AMENDMENT # # DE MODIFICATION</b>		<b>DELIVERY DATE DATE DE LIVRAISON</b>	
<b>FINANCIAL CODING - CODE FINANCIER</b>		<b>AMOUNT - MONTANT</b>		<b>PROVINCIAL SALES TAX EXIGIBLE xx NON-EXIGIBLE <u>11708174G</u> LIC # AUTH - AUTORI # DE LICENCE</b>	
<b>PREVIOUS VALUE VALEUR PRÉCÉDENTE</b>	<b>VAL OF INC/DEC AUG/DIM</b>	<b>TOTAL – TOTAL</b>			
<b>FOR FURTHER INFORMATION CALL – POUR RENSEIGNEMENT SUPPLÉ</b>					
<b>NAME</b>		<b>TEL</b>		<b>DATE</b>	
<b>CERTIFIED PURSUANT TO SECTION 32 OF THE FINANCIAL ACT</b>			<b>APPROVED FOR MINISTER - APPROVÉ POUR LE MINISTRE</b>		
<b>NAME</b>		<b>DATE</b>		<b>NOM</b>	
<b>DATE</b>		<b>DATE</b>			
<b>ITEM #</b>	<b>ITEM DESCRIPTION</b>	<b>U OF I</b>	<b>QUANTITY</b>	<b>U PRICE</b>	<b>EXT PRICE</b>

**Naval Remote Weapon Station: Draft Value Proposition Criteria and Scoring Methodology**

Under the ITB Policy, the Naval Remote Weapon Station (NRWS) procurement presents an opportunity to undertake business activities in Canada. These activities would be in support of direct requirements in order to deliver on the NRWS procurement, while aiming to present Canadian industry with an opportunity to strategically position themselves in advance of upcoming Canadian naval procurements, as well as in supplying goods and services for other indirect activities serving the global remote weapon station (RWS) market, both in land and naval applications.

In addition, recognizing the Military-Off-The-Shelf nature of the NRWS procurement, Value Proposition (VP) criteria is extended to promote business activities conducted within Canada’s Naval Shipborne Systems (NSBS) sector, as well as within the wider defence and non-defence sectors of Canada’s economy.

Bidders had been consulted in January/February 2015 and, through analysis and feedback to date from industry, the following VP criteria and associated weighting are proposed:

**Proposed Value Proposition Weighting and Scoring**

<i>Pillar</i>	<i>VP Criteria</i>	<i>Scoring Calculation</i>	<i>Max Score</i>
Defence Sector	- Direct Activities related to NRWS (1)	- Each % of bid price of Commitment generates 0.15 VP points, to a maximum of 15 points  - Each % of bid price of Identified generates 0.3 VP points, to a maximum of 30 points	30
	- Indirect activities related to other RWS for land and naval applications (2)	- Each % of bid price of Commitment generates 0.05 VP points, to a maximum of 5 points  - Each % of bid price of Identified generates 0.1 VP points, to a maximum of 10 points	10
	- Indirect activities related to NSBS (3)	- Each % of bid price of Commitment generates 0.05 VP points, to a maximum of 5 points	10

		<ul style="list-style-type: none"> <li>- Each % of bid price of Identified generates 0.1 VP points, to a maximum of 10 points</li> </ul>	
Canadian Supplier Development	<ul style="list-style-type: none"> <li>- Activities for Canadian-based suppliers within defence and non-defence sectors</li> <li>- Motivate work for Canadian SMEs</li> </ul>	<ul style="list-style-type: none"> <li>- Each % of bid price for Commitment generates 0.05 VP points, to a maximum of 10 points</li> <li>- Each % of bid price for Identified generates 0.1 VP points, to a maximum of 5 points</li> <li>- No VP points for SME inclusion above the 15% requirement</li> </ul>	10
R&D	<ul style="list-style-type: none"> <li>- R&amp;D activity in Canada</li> <li>- R&amp;D with Canadian Post - Secondary Schools</li> </ul>	<ul style="list-style-type: none"> <li>- Expenditure requirement for R&amp;D at \$1,000,000</li> <li>- Each \$200,000 Identified generates 2.0 VP points, to a maximum of 10 points</li> <li>- Each \$200,000 Committed generates 1.0 VP point, to a maximum of 5 points</li> </ul>	10
Exports	<ul style="list-style-type: none"> <li>- Export Strategy for Canada for activities related to NRWS, RWS for land and naval based applications, and NSBS</li> </ul>	<ul style="list-style-type: none"> <li>- Strategy must include the following: <ul style="list-style-type: none"> <li>o Target Market – subject to the rated and weighted requirement</li> <li>o Capacity to Export – subject to the rated and weighted requirement</li> </ul> </li> <li>- Target Market will be evaluated based on the following: <ul style="list-style-type: none"> <li>o Identify the specific markets that are targeted, including an assessment of the size of the market potential;</li> <li>o Describe any barriers affecting market entry</li> </ul> </li> </ul>	30

		<p>from Canada and mitigation strategies;</p> <ul style="list-style-type: none"><li>○ Identify whether a buyer has been identified and whether the bidder's solution is a procurement priority of potential buyers in target markets (e.g. has a Request for Proposals been issued?);</li><li>○ Describe the direct or indirect market entry approach (e.g. government to government contract, direct commercial contract, agent, local partner, setting up local operations);</li><li>○ Describe the bidder's competitive advantage (e.g. has the offering already been sold commercially?)</li></ul> <p>- Capacity to Export will be evaluated based on the following:</p> <ul style="list-style-type: none"><li>○ Demonstrate that they have the decision-making authority to export from Canada;</li><li>○ Demonstrate that they have access to the intellectual property rights needed to export from Canada;</li><li>○ Demonstrate that their Canadian-based operations have a global product mandate;</li><li>○ Demonstrate that they have an appropriate management team in place to pursue international sales from Canada;</li><li>○ Demonstrate that they have set aside sufficient human and financial resources to pursue international market opportunities from Canada</li></ul>	
--	--	---	--

		<ul style="list-style-type: none"> <li>- Target Market Overview – will generate 10 VP points should the Bidder: Demonstrate a comprehensive level of capability and planning, resources and engagement such that the probability of failure to achieve is extremely low</li> <li>- Target Market Overview – will generate 5 VP points should the Bidder: Demonstrate some level of experience, capability and planning, resources and engagement such that the probability of failure to achieve is moderate</li> <li>- Target Market Overview – will generate 5 VP points should the Bidder: Demonstrate a very limited level of experience, capability and planning, resources and engagement such that the probability of failure to achieve is significant</li> <li>- Successfully demonstrated that all 5 of the listed Capacity to Export criteria will generate 20 VP points</li> </ul>	
<b>POINTS IN EVALUATION</b>			X/100
<b>Final VP Score (POINTS IN EVALUATION)</b>			10%

**NAVAL REMOTE WEAPON STATION VALUE PROPOSITION:  
DRAFT BIDDER EVALUATION SCENARIOS**

**EXAMPLE:**

Value Proposition Criteria	Bidder 1		Bidder 2		Bidder 3	
	% of Bid Price in Commitments to Undertake Work	% of Bid Price in Transactions Identified and Export Criteria Discussed/ Demonstrated	% of Bid Price in Commitments to Undertake Work	% of Bid Price in Transactions Identified and Export Criteria Discussed/ Demonstrated	% of Bid Price in Commitments to Undertake Work	% of Bid Price in Transactions Identified and Export Criteria Discussed/ Demonstrated
	(A)	(B)	(A)	(B)	(A)	(B)
Defence Sector (1)	50%	20%	10%	50%	4%	80%
Score	7.5	6	1.5	15	0.6	24
Defence Sector (2)	2%	5%	13%	3%	6%	10%
Score	0.1	0.5	0.65	0.3	0.3	1
Defence Sector (3)	10%	5%	6%	10%	0%	0%
Score	1	0.5	0.3	1	0	0
Canadian Supplier Development	62%	30%	29%	63%	10%	90%
Score	3.1	3	1.45	6.3	0.5	9
R&D	\$200K	\$200K	\$0K	\$400K	\$600K	\$400K
Score	1	2	0	4	3	4
International Export Strategy – Target Market	N/A	Comprehensive Level of Capability/Low Failure Risk	N/A	Some Level of Capability/Mode rate Failure Risk	N/A	Limited Level of Capability/ Significant Failure Risk
Score	10		5		0	
International Export Strategy – Capacity to Export Strategy	N/A	Yes	N/A	Yes	N/A	No
Score	20		20		0	
<b>Total Points for Bidder (Scores A + Scores B)</b>	54.7		55.5		42.4	
<b>Total Value Proposition Weighting (Total Points for Bidder / 10) ( out of 10%)</b>	5.47%		5.55%		4.24%	