



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

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Maritime Aircraft Division/Division de aéronefs maritimes

11 Laurier St. / 11, rue Laurier

8C1, Place du Portage

Gatineau

Québec

K1A 0S5

Title - Sujet R&O for the TPS-70	
Solicitation No. - N° de l'invitation W8485-152708/C	Date 2015-10-28
Client Reference No. - N° de référence du client W8485-152708	
GETS Reference No. - N° de référence de SEAG PW-\$\$BQ-137-25436	
File No. - N° de dossier 137bq.W8485-152708	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-11-18	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Francoeur-Massia, Diane	Buyer Id - Id de l'acheteur 137bq
Telephone No. - N° de téléphone (819) 956-9114 ()	FAX No. - N° de FAX (819) 997-0437
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

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



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	ADM (MAT) DGAEPM ON Canada	W8485	DEPARTMENT OF NATIONAL DEFENCE DGAEPM 101 COLONEL BY DR. ATT: TANYA CANE DAP 7-2-3 OTTAWA Ontario K1A0K2 Canada



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	TPS-70 R&O FY 15/16	D - 1	W8485	400000	SU	\$	\$	See Herein	
2	TPS-70 R&O FY 16/17	D - 1	W8485	400000	SU	\$	\$	See Herein	
3	TPS-70 R&O 1ST OPTION YEAR 17/18	D - 1	W8485	400000	SU	\$	\$	See Herein	
4	TPS-70 R&O 2ND OPTION YEAR 18/19	D - 1	W8485	400000	SU	\$	\$	See Herein	

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PART 1 - GENERAL INFORMATION

1. Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, Security Requirements, the Security Requirements Checklist, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the DND 626 Task Authorization Form (and any other annexes).

2. Summary

- (i) The Department of National Defence (DND) has a requirement to provide repair, overhaul, calibrations, modifications, Technical Investigations and Engineering Studies (TIES) for the AN/TPS-70 radars.
- (ii) The contract is for two (2) years, plus two (2) one-year options to be exercised at the sole discretion of Canada.
- (iii) There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - 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.
- (iv) 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. Refer to section 4.21 of the Supply Manual (<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual>) for additional information on the Integrity Provisions.
- (v) For services requirements, Bidders must provide the required information as detailed in article 5 of Part 2 of the bid solicitation, in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.

- (vi) The requirement is subject to a preference for Canadian goods and/or services.
- (vii) 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).
- (viii) The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

A9130T (2014-11-27), Controlled Goods Program - Bid
B3000T (2006-06-16), Equivalent Products
B4051T (2014-06-26), Provisioning Parts Breakdown
B4052T (2014-06-26), Recommended Spare Parts List

3. Condition of Material – Department of National Defence

Bidders must specify, by providing the information required below, if they offer to provide material that is new production of current manufacture, or not.

Material - New Production of Current Manufacture: If the material is new production of current manufacture supplied by the principal manufacturer or its accredited agent, it must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that is in effect on the bid closing date.

Material - Not New Production of Current Manufacture: If the material is not new production of current manufacture, or is from a source other than the principal manufacturer or its accredited agent, it must be unused and in new condition. The material (end item) must not contain items which have been refurbished or previously placed in service. If the item contains elastomeric material, e.g., hoses, rubber, adhesive compounds, etc., the shelf life remaining can not be less than 75 percent from the date of manufacture to the procurement date.

4. 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.

5. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S. 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;

-
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

6. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

7. 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.

8. 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 five (5) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial bid only. Prices must not be indicated in any other section of the bid.

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

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

Section I: Technical Bid

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

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

Section II: Financial Bid

1.1 Bidders must submit their financial bid in accordance with the Basis of Payment at Annex B. The total amount of Applicable Taxes must be shown separately.

1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

1.4 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.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Annex "A", appendices 1 and 2.

1.2 Financial Evaluation Evaluation of Price – Canadian / Foreign Bidders

- 1. The price of the bid will be evaluated as follows:
 - a. Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.

- b. Foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.
2. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
3. Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.
4. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

2. Basis of Selection

2.1 To be declared responsive, a bid must:

- a. Comply with all the mandatory requirements of the bid solicitation; and
- b. Meet all mandatory criteria; and
- c. Obtain the required minimum of 43 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 61 points.

2.2 Bids not meeting 2.1 a, b, and c will be declared non-responsive.

2.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for technical merit and 40% for the price.

2.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.

2.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.

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

2.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical and price will be recommended for award of a contract.

2.8 For evaluation purposes only the total evaluated price will be calculated as follows:

Annex B1 + Annex B2 (Mark-up on Material/Parts____% x \$400,000 + mark-up on Subcontracts ____% x \$400,000)

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000.00 (45).

Basis of Selection – Highest Combined Rating Technical Merit (60%) and Price (40%)

EXAMPLE ONLY

	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	115/135	89/135	92/135
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculation: Technical Merit	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
Calculation: Pricing Merit	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rating:	83.84	75.56	80.89
Overall Rating:	1 st	3 rd	2 nd

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 Required with the Bid

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

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Bid

5.1.3 Canadian Content Certification

SACC Manual clause A3050T (2014-11-27), Canadian Content Definition.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

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

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Security Requirements

1.1 At the date of bid closing, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

1.2 For additional information on security requirements, 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.

2. Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by

the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

PART 7 - RESULTING CONTRACT CLAUSES

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

1. Statement of Work

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

2. Task Authorization

2.1 Task Authorization Process

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

1. The Technical Authority will provide the Contractor with a description of the task using DND 626, Task Authorization Form.
2. The Task Authorization will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The Task Authorization will also include the applicable basis(bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Technical Authority, within 30 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a Task Authorization authorized by the Technical Authority and issued by the Contracting Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a Task Authorization has been received will be done at the Contractor's own risk.

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization, as determined in accordance with the Basis of Payment in Annex "B", to the limitation of expenditure specified in the authorized Task Authorization.

Canada's liability to the Contractor under the authorized Task Authorization must not exceed the limitation of expenditure specified in the authorized Task Authorization. Customs duties are excluded and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized Task Authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

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

- a) requirements;
- b) identification of Work Element # with reference to the Statement of Work (SOW);
- c) priority;
- d) expenditure limitation for the performance of the work;
- e) labour hours by category;
- f) cost breakdown of the expenditure limitation, using the rates detailed in "Annex B – Basis of Payment" 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.

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 30 calendar days.

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

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

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.

2.2 Task Authorization Limit

The Procurement Authority may authorize individual task authorizations up to a limit of \$25,000.00, Applicable Taxes included, inclusive of any revisions.

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

2.3 Tasking Process (TIES & AWRs)

For Repair and Overhaul

The Contractor shall receive work authorization by Canadian DND Voucher Form DND 2227 or the actual input document accompanying each repairable shipment. The special instruction block of this form will be filled out only when special instructions pertain to the repair of an item. Work orders must be received directly from Canadian Forces Units/Bases or Canadian Forces Supply Depots. In situations where repair authorization has not been provided and work must be conducted on an urgent basis, the Requisitioning Authority may provide (through the Technical Authority) work authorization.

On work that is negotiated on a time and material rate, the Contractor shall:

- a. for TPS 70, ensure that the estimated costs of repair do not exceed 35% of the Contractor's most recent selling price;
- b. for TPS 70, all repairs estimated to be in excess of \$45,000.00 must receive prior written authorization from Canada;

c. ensure to the extent possible that the nature of work required is compatible with the defects identified on the conditioning tag; and

d. ensure that the required authorization documentation has been received prior to commencing repair; and

e. if the cost of repair is estimated greater than the amounts identified for each system in paragraphs a, b, and c, the Contractor shall immediately advise the Procurement Authority and provide the NATO Stock Number (NSN), an estimate of the repair costs, replacement cost, and any other pertinent information, and await further instructions.

For Technical Investigation & Engineering Support (TIES), Additional Work Requests (AWR) and Mobile Repair Parties (MRP)/Field Service Representative (FSR)

A DND 626 Task Authorization Form will be used to authorize Technical Investigation and Engineering Support (TIES), Additional Work Request (AWR), and MRP/FSR services identified in Annex A - SOW, which are determined to be required for the support of the TPS 70 Radar, and performed by the Contractor on an "as and when" required basis.

TIES, AWR, and MRP/FSR to be performed by the Contractor shall be identified by the Procurement Authority (PA) who will submit a task request to the Contractor describing the work in as detailed a manner as possible. The Contractor shall provide ROM pricing as soon as possible for the task request.

2.4 Canada's Obligation - Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the authorized tasks performed by the Contractor.

2.5 Periodic Usage Reports - Contracts with Task Authorizations

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

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

The data must be submitted on a tri-annual (every four months) basis, to the Contracting Authority.

The tri-annual periods are defined as follows:

1st period: Date of Contract Award to July 31;

2nd period: August 1 to November 30; and

3rd period: December 1 to March 31.

The data must be submitted to the Contracting Authority no later than 15 calendar days after the end of the reporting period.

2.6 Task Authorization - Department of National Defence

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

3. Standard Clauses and Conditions

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

3.1 General Conditions

2035 (2015-07-03), General Conditions - Higher Complexity - Services

3.2 Supplemental General Conditions

4012 (2012-07-16) Goods - Higher Complexity

4. Security Requirement

The following security requirements apply and form part of the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. This contract includes access to controlled goods. Prior to access, the contractor must be registered in the Controlled Goods Program of Public Works and Government Services Canada.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - (b) Industrial Security Manual (Latest Edition).

SECURITY REQUIREMENT FOR FOREIGN SUPPLIER:

The Foreign recipient **Contractor** defined as an individual or legal entity possessing the legal capacity to enter into a contract, shall provide confirmation of compliance with the below terms and condition, in writing, to the Canadian DSA, prior to the execution of the works, services or performance, of which requires or involves access to Canadian restricted sites.

1. The Canadian Designated Security Authority (DSA) (Canadian DSA) is the International Industrial Security Directorate (IISD), Public Works and Government Services Canada (PWGSC).
2. The Foreign **Contractor**, shall not begin the work, services or performance until the Canadian DSA is satisfied that all contract security requirement conditions have been met. Canadian DSA confirmation shall be provided, in writing, to the Foreign recipient **Contractor** in an Attestation form, to provide confirmation of compliance and authorization for services to be performed.
3. Throughout the duration of this **Contract**, the Foreign recipient **Contractor** shall adhere to its respective National Policies pertaining to the examination, possession and / or transfer of Canadian Controlled Goods and shall immediately report to its responsible national security

authority all cases in which it is known or there is reason to suspect that Canadian Controlled Good, furnished or generated pursuant to this **Contract** have been lost or disclosed to unauthorized persons, including but not limited to a third party government, person, firm, or representative thereof. Canadian Controlled Goods which are lost or compromised while handled outside of Canada, should be immediately reported to the Canadian Government Authority owner of the Canadian Controlled Goods, for example the Canadian Department that issued the Canadian Controlled Goods to the Foreign recipient **Contractor**, as part of this **Contract**. 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).

4. The Foreign recipient **Contractor** shall not permit access to Canadian restricted sites except to its personnel subject to the following conditions:

- a. Personnel have a **need-to-know** for the performance of the **Contract**;
 - b. Personnel have a valid **Certificate of Good conduct**;
 - c. Personnel have been subject to a **Background Check**. For employees unable to provide five years of verifiable history in the **UNITED STATES OF AMERICA**, an Overseas Check and an Overseas **Criminal Records check** shall be required;
 - d. The Foreign **Contractor** will ensure that its Chief Executive Officer (CEO) or Designated Key Senior Official (DKSO) of the company will appoint a Company Security Officer (CSO) and an Alternate Company Security Officer (ACSO) in order to ensure compliance with all contracting security requirements.
 - e. The Foreign recipient **Contractor** shall ensure that personnel provide consent to share results of the **Certificate of Good conduct** and their **Background Check** with the Canadian DSA, if requested;
 - f. The Foreign recipient **Contractor** shall supply, upon request only, an authenticated true copy of the **Certificate of Good conduct** and their **Background Check**, or any checks as applicable, to the Canadian DSA.
5. **Subcontracts** which contain security requirements are NOT to be awarded without the prior written permission of the Canadian DSA.
6. The Foreign recipient **Contractor** visiting Canadian Government, under this contract, will submit a Request for Visit form to the Departmental Security Officer of the Department of National Defence.
7. The Foreign recipient **Contractor** must comply with the provisions of the Security Requirements Check List attached at Annex D.

5. Term of Contract

5.1 Period of the Contract

The period of the Contract is for two (2) years from Contract Award.

5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s), under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5.3 End of Contract Period

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

5.4 Work in Process (WIP)

For work in process and not completed by the end of the contract period the prices, rates and markups of the last fiscal period will apply. In the event no follow-on contract is issued, the completion of any "work-in-process" will be in accordance with the Contract and the basis of payment period in effect on the date the "work-in-process" was inducted into the Contractor's plant:

- a. Direct the Contractor to terminate such Work, in which case the rights of the Contractor shall be determined under the Termination for Convenience provisions of the Contract; or
- b. Exercise the Wind-Down option, as provided in Section 5.5, and amend the applicable Task Authorization, if required, using the DND626 amendment form.

5.5 Wind-Down Option

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to ninety (90) days under the same terms and conditions as the current period of performance. This option is solely for the completion of Work in Process (WIP) identified by the Contractor and accepted by Canada as being unable to be completed prior to the end of the Contract period. No new Work or Task Authorizations shall be permitted or authorized within this option period. Canada is not required to utilize any or all of its options pursuant to Section 5.2 before exercising this wind-down option period.

6. Authorities

6.1 Contracting Authority (CA)

The Contracting Authority for the Contract is:

Diane Francoeur-Massia
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Defence and Major Projects Sector, Maritime Aircraft Division (BQ)
Place du Portage III
11 Laurier St

Gatineau, QC K1A 0K2

E-mail address: diane.francoeur-massia@pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract. All changes to the contract must be made in writing (includes emails) and must be approved by the Contracting Authority.

6.2 Procurement Authority (PA)

The Procurement Authority for the Contract is: **TBD**

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement 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 Procurement Authority, however, the Procurement Authority has no authority to authorize changes to the scope of the Contract. Changes to the scope of Contract can only be made through a contract amendment issued by the Contracting Authority. The Procurement Authority has authority to issue and amend DND 626, Task Authorization form.

6.3 Technical Authority (TA)

The Technical Authority for the Contract is: **TBD**

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 Contract. Changes to the scope of the Contract can only be made through a contract amendment issued by the Contracting Authority. The Procurement Authority has authority to issue and amend DND 626, Task Authorization form.

6.4 Contractor's Representative

Name:

Title:

Telephone:

Email:

7. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

8. Certifications

8.1 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.

8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and 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.

8.3 Canadian Content Certification

SACC Manual clause A3060C (2008-05-12) Canadian Content Certification

9. Applicable Laws

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

10. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the General Condition 2035 (2015-07-03), High Complexity Service;
- (c) the Supplemental General Condition 4012 (2012-07-16), High Complexity,
- (d) Annex B, Basis of Payment;
- (e) Annex A, Statement of Work;
- (f) Annex C, Governments Supplied Material
- (g) Annex D, Security Requirements Check List;
- (h) Annex E, DND 626 Task Authorization
- (i) the Contractors proposal dated xxxx-xx-xx.

11. Defence Contract

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

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

12. Foreign Nationals

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

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

13. Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract

14. Priority Rating

SACC Manual clause C2800C (2013-01-29), Priority Rating; **OR**

SACC Manual clause C2801C (2014-11-27), Priority Rating - Canadian-Based Contractors

15. Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed the Contract Value, as last amended. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - A. When it is 75 percent committed, or
 - B. Four (4) months before the contract expiry date, or
 - C. As soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

16. Payment

16.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B.

16.2 Basis of Payment - Limitation of Expenditure - Task Authorizations

16.2.1 The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization, as determined in accordance with the Basis of Payment (Annex B).

16.2.2 Canada's liability to the Contractor under the authorized Task Authorization must not exceed the limitation of expenditure specified in the authorized Task Authorization. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

16.2.3 No increase in the liability of Canada or in the price of the Work specified in the authorized Task Authorization, resulting from: any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work or a DND 626 Task Authorization form as per Section 2.

17. Invoicing Instructions – Progress Payment Claim

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

Each claim must show:

- a. all information required on form PWGSC-TPSGC 1111;
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;

Each claim must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
 - c. 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 Technical or Inspection Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.
The Technical or Inspection 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.

18. Time Verification

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

19. Discretionary Audit - Non-commercial Goods and/or Services

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 the Basis of Payment, including time charged.

-
- b. The accuracy of the Contractor's time recording system.
 - c. The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).
 - d. Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier 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.
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.

20. Controlled Goods Program

SACC *Manual* clause [A9131C](#) (2014-11-27), Controlled Goods Program

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

21. Shipment of Hazardous Materials

The Contractor must label and ship goods falling within the Hazardous Products Act, R.S.C. 1985, c. H-3 and regulation(s) in accordance with the said Act and regulation(s) accompanied by the required material safety data sheet(s) completed in either English or French. The label must clearly identify the contents of the hazardous material and the material safety data sheet must explain what those hazards are.

22. Shipping Instructions - Foreign-based Contractors

Delivery will be FCA Free Carrier at Contractor's facility INCOTERMS 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.

Before shipping the goods, the Contractor must contact the following DND Inbound Logistics coordination center by telephone, facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 16.3:

Department of National Defence (Canada)

Inbound Logistics Coordination Center (ILCC)

Telephone: 1-877-447-7701 (toll free)

Facsimile: 1-877-877-7409 (toll free)

Email: ilhqottawa@forces.gc.ca

The Contractor must provide the following information to the DND Inbound Logistics contact when arranging for shipment:

- a. The Contract number;

- b. Consignee address (if multiple addresses, goods must be packaged and labeled separately with each consignee address);
- c. Description of each item;
- d. The number of pieces and type of packaging (e.g. Carton, crate, drum, skid);
- e. Actual weight and dimensions of each piece type, including gross weight;
- f. Copy of the commercial invoice (in accordance with SACC Manual clause C2608C, section 4) or a copy of the Canada Customs Invoice;
- g. Export/harmonized tariff number (in the U.S., the export tariff is commonly called "Schedule B" and can be found at: <http://www.customs.ustreas.gov/xp/cgov/export> or <http://www.Census.gov/foreign-trade/schedules/b/index.html>); and
- h. Full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transportation Association regulations or the applicable Canadian Dangerous Goods Shipping Regulations and a copy of the Material Safety Data Sheet.

Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labeling, the marking of each piece with a Transportation Control Number and customs documentation.

The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics point of contact.

If the Contractor delivers the goods at a place and time that are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.

If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

OR

22. Shipping Instructions - Canadian-based Contractors

Delivery will be FCA Free Carrier at _____ (*Insert the named place, e.g. Contractor's facility*) Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.

Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph

Inbound Logistics Co-ordination Center (ILCC)

Telephone: 1-877-877-7423 (toll free)

Facsimile: 1-877-877-7409 (toll free)

E-mail: ILHQOttawa@forces.gc.ca

The Contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:

- a. The Contract number;
- b. Consignee address (for multiple addresses, items must be packaged and labelled separately with each consignee address);
- c. Description of each item;
- d. The number of pieces and type of packaging (i.e., carton, crate, drum, skid);
- e. Actual weight and dimensions of each piece type, including gross weight;
- f. Full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable Canadian *Dangerous Goods Shipping Regulations*, and a copy of the material safety data sheet.

Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labeling, and the marking of each piece with a Transportation Control Number.

The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.

If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.

If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

23. U.S. Customs Clearances and International Traffic Arms Regulations (ITAR)

The pro forma invoice accompanying the return will be annotated with the appropriate ITAR reference (Items for repair '22CFR123.4 (a) (I)' and items for upgrade/enhancement '22CFR123.4 (a) (2)'). All shipping documents shall also include reference to applicable CFR article, either '22CFR123.4 (a) (I)' for repair or '22CFR123.4 (a) (2)' for upgrade/enhancement.

24. Canadian Customs Documentation General

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".

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;

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;
2. The second copy of each of the above-mentioned forms must be attached to the shipping documents.

25. Customs Duties – Department of National Defence Importer

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.

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.

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.

26. Import/Export Licenses

It is the contractor's responsibility to obtain the Import/Export licence(s) needed to ship and receive repairable items in accordance with this contract. The licence(s) shall be obtained in sufficient time so as to avoid any delays in receiving and/or shipping repairable items.

27. Identification Markings

When identification markings are required, the Contractor must arrange for their design and manufacture in accordance with the current issue of Canadian Forces Specification D-02-002-001/SG-001. The markings must be affixed to the deliverable end item(s) before delivery.

28. Preparation for Delivery - United States-Based Contractor

All repairables/components prepared for delivery by the Contractor shall be preserved, packaged and packed to MIL-STD-2073, Level B, and marked to MIL-STD-129. Packaging shall be provided in accordance with MIL-STD-2703 to the Requisitioning Authority upon request. The Contractor shall identify all repairables which require special packaging or handling and recommend appropriate methods to the Requisitioning Authority.

Packaging forms generally used for the shipment of military hardware shall be acceptable. When such forms are not available, the Contractor shall notify the Requisitioning Authority.

Irrespective of the packaging procedures outlined above, the Contractor shall use the containers provided by the Canadian Forces consignors to return repaired items to Canada unless they are considered to be inadequate by the Contractor and the cognizant Government Quality Assurance Authority. If need be, containers shall be repaired in accordance with the contract Containers clause. Should a container or containers require replacement the Contractor will submit an estimate to the Requisitioning Authority with the relevant information including why the container(s) should be replaced, type of equipment container(s) is/are used for, equipment serial numbers, etc.

OR

28. Preparation for Delivery - Canadian-based Contractor

1. Preservation and packaging of items must be in accordance with the Canadian Forces packaging specification *D-LM-008-001/SF-001*, and must be marked to *D-LM-008-002/SF-001*. Form Level B **Pkg Data Form Req'd** must be in accordance with *D-LM-008-011/SF-001*.
2. Packaging data forms previously approved by Canadian authorities are acceptable.
3. Approved coded packaging data is shown immediately below the description of the item to which it applies. Where no data is shown, the Contractor must submit a packaging data form for approval.

29. 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 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.

30. Inspection and Acceptance (TIES and AWR's)

The Technical Authority is the Inspection Authority for TIES services and AWR's. All reports, deliverables, documents, goods and services rendered as a result of a TIES or AWR tasking, shall be subject to inspection by the Inspection Authority or its designated 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 shall have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

31. ISO 9001:2000 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.

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 nonconforming 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 9001:2000 Quality management systems - Requirements, according to the guidelines of the latest issue (at contract date) of ISO/IEC 90003 Software engineering - Guidelines for the application of ISO 9001:2000 to computer software.

32. Quality Assurance Authority (DND) – Canadian Based Contractor

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

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

32. Quality Assurance Authority (DND) - Foreign-based and United States Contractor

All work is subject to Government Quality Assurance (GQA) at the Contractor's facility or that of the subcontractor(s) and at the installation site by the:

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

its designated Quality Assurance Representative (QAR).

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 Design Change, Deviation and Waiver Procedure as defined in National Defence Standard D-02-006-008/SG-001 apply to the Contract. A copy of the standard can be obtained from the nearest NDQAR office.

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.

33. Release Documents (Department of National Defence) - United States-based Contractor

Material is to 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

33. Release Documents (Department of National Defence) – Canadian-based Contractor

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

33. Release Documents (Department of National Defence) – Foreign-based Contractor

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

34. Release Documents - Distribution

The Contractor must prepare the release documents and distribute them as follows:

- a. Copy 1: mail to consignee marked: "Attention: Receipts Officer";
- b. Copies 2 and 3: with shipment (in a waterproof envelope) to the consignee;
- c. Copy 4: to the Contracting Authority;
- d. Copy 5: to the Procurement Authority
- e. Copy 6: to the Quality Assurance Representative;
- f. Copy 7: to the Contractor;
- g. Copy 8: all non-Canadian Contractors 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.

Annex A

STATEMENT OF WORK

For

REPAIR AND OVERHAUL

of

AN/TPS-70 RADARS

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

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Amd. No. - N° de la modif.

File No. - N° du dossier

W8485-152708

Buyer ID - Id de l'acheteur

137BQ

CCC No. /N° CCC - FMS No. /N° VME

1.0 GENERAL

1.1 AIM

1.1.1 The Contractor shall repair and/or overhaul the AN/TPS-70 radars, and only those items for which he has received authorization through the Procurement Authority (PA) in accordance with the Selection Notice and Priority Summary (SNAPS) for Repairable Materiel Account (RMA) (to be established once contract has been awarded) code(s), against contract serial number, (to be assigned) and/or an approved Repairable Materiel Request (RMR). The Contractor shall conform to such supply procedures as advised in this Statement of Work (SOW) in relation to the management of DND equipment and stores in his possession. DND reserves the right to exercise surveillance over all aspects of the contractor's supply operation. Repair and/or Overhaul (R&O) priorities will be maintained as advised by the PA.

1.2 EXTENT OF WORK

1.2.1 The complete overhaul of all arisings (except life items that are time expired), is not permitted under the terms of this SOW. The intent is that repair work will be done and overhaul resorted to only where such is economically and technically justifiable; or where required by technical specifications. The following definitions will apply:

- a. **Repair:** The identification and correction of those specific defects which degrade the performance of an item causing it to function below the specifications;
- b. **Overhaul:** The restoration of an item to its original condition/near life expectancy. It includes the replacement of worn, damaged or life expired parts; the incorporation of approved modifications; and the rework of components as necessary;
- c. **Interchangeability:** Following repair, the article must remain fully interchangeable (form, fit and function) with articles catalogued under the same reference number, part number and of the same modification status. This concept of interchangeability must be extended to include internal characteristics such as wave forms and components' layout in order to ensure full compatibility with automatic test equipment software and automatic probing;
- d. **Serviceable Condition:** The condition of equipment which allows it to be used, shipped or held in stores without being subjected to any limitations not applicable to new equipment; and
- e. **Reliability and Maintainability:** The definitions of MIL STD-721 will apply.

2.0 ADMINISTRATION

2.1 RECEIPT PROCEDURES

2.1.1 The Contractor shall acknowledge receipt by fax or email of all materiel to the applicable Canadian Forces Supply Depot Out-of Country Receipts Section (CFSD/OCRS) identified below as well as the cognizant Government plant representative.

☒ **25 Canadian Forces Supply Depot (25 CFSD)**

Phone: 514-252-2525 / Fax: 514-252-2175

Email: 25DAFCoutofcountryrepair@forces.gc.ca

2.1.2 The Contractor shall ensure that any losses or damage to materiel are reported by email or fax to the applicable PA:

2.1.3 Prior to acknowledging receipt of materiel the Contractor shall specifically:

- a. verify that materiel received correspond with the packing slip that accompanies the shipment and report any discrepancies to the applicable CFSD/OCRS and info the PA;
- b. inspect such materiel to ensure that it is candidate for servicing under current contract;

- c. segregate materiel which was improperly sent to the Contractor and request disposition instructions from the PA this is material that is not identified in the SNAPs report or for which prior written approval has not been received); and
- d. when required, provide adequate and segregated storage area for materiel pending authorization to commence servicing under current contract.

2.1.4 The Contractor shall acknowledge receipt of material to the CFSD/OCRS within 10 working days by faxing or emailing (scanned) a copy of the "Repairable Item Dispatch Advice" form that accompanies the shipment(s). The Contractor is to ensure that he signs the form (as having received the materiel) and records his work order number before releasing it. Should it not be possible to fax/email the "Repairable Item Dispatch Advice" form then the Contractor is to fax/email the following information to the designated CFSD/OCRS:

- a. Contractor's Repairable Materiel Account (RMA);
- b. Order Number – as per the "Repairable Item Dispatch Advice";
- c. NATO Stock Number(s) (NSN);
- d. Item Name;
- e. Quantity shipped;
- f. Serial Number(s) (if applicable);
- g. Date materiel received; and
- h. Where the item was shipped from.

2.2 DISCREPANCIES IN SHIPMENTS

2.2.1 If upon initial inspection, the Contractor identifies equipment as having same form, fit and function as other equipment but as being misidentified, the Contractor shall forward an email/fax to the PA and info the applicable CFSD/OCRS with the following information:

- a. Discrepancy in identification;
- b. Order number;
- c. Item name;
- d. NSN and quantity vouchered;
- e. NSN and quantity actually received; and
- f. Where the item was shipped from.

2.2.2 When other discrepancies are discovered, the Contractor shall advise the CFSD/ OCR by fax or email, info the PA, within 15 calendar days of delivery of shipment, referring to the original issue instruction. A separate fax or email is required for each line item. The PA will be responsible to ensure that DCSO is informed of the matter.

2.3 COMPLETION OF WORK

2.3.1 The Contractor shall contact the designated Inbound Logistics (below) by email or fax at least 10 days prior to the materiel (repairable(s)) being available for shipment; providing cube, weight, and number of pieces.

2.3.2 When the Contractor receives the shipping details back from Inbound Logistics he is to advise the CFSD/OCRS by Fax or email (prior to shipping) of the arrangements and is to ensure that the following information is also included:

- a. RMA;

- b. NATO Stock Number(s) (NSN);
- c. Item Name;
- d. Quantity being shipped; and
- e. Serial Number(s) (if applicable); and
- f. Contractor's Work Order number

2.3.3 On completion of the repair and/or overhaul, the Contractor shall prepare and transmit the necessary release documentation as identified in the contract. The necessary paperwork identified within the contract shall be forwarded with the shipment as it is the support documentation for the invoice payment action.

☒ For contractors located in the **United States & US Foreign Military Sales (FMS)**

Inbound Logistics Coordination Centre (ILCC)

Tel: 1-877-447-7701 (toll free)

Fax: 1-877-877-7409 (toll free)

Email: ILHQOttawa@forces.gc.ca

3.0 WORK CONTROL

3.1 The Contractor shall ensure that the repair of all DND equipment is controlled by a serial numbered work order. Upon completion of repair, the work order shall include at least the following:

- a. The contract serial number against which all cost incurred are chargeable;
- b. The NSN and/or Part Number (PN), description, quantity and serial number, if any, of items repaired;
- c. A cross reference to all Supply Documents. This includes receipt, issues and returns, including scrap activity, finalization of repair, inspection, and final acceptance;
- d. The reference to the applicable technical data;
- e. Details of the work performed;
- f. A list of all the parts, by part number and description, found unserviceable and requiring repair and/or overhaul, ensuring that the repair scheme is referenced;
- g. A list of parts required, identifying the stores from which issued (eg, Bonded Inventory or CSM);
- h. The repair cost estimate; and
- i. The identity of the person opening the work order.

3.2 For those items where the basis of payment is other than firm fixed price (where applicable/contractually stipulated) and is based on available information and/or inspection of the item, the Contractor shall determine the extent of work required, prepare a cost estimate, and if cost to repair is below the Maximum Repair Cost (MRC), proceed with the repair. Whenever cost to repair threatens to exceed the MRC, the Contractor shall request prior written authorization from the PA to proceed with the repair.

3.3 Where it is impossible to determine the cost of repair, the Contractor may be granted authority by the PA, to strip the equipment so as to assess its R&O potential and to estimate the costs. Unless otherwise specified, and regardless of the value of the equipment, the cost of the work involved in estimating repair is chargeable to the item whether or not it is subsequently repaired.

4.0 ANNUAL REPAIR FORECAST - SNAPS

4.1 The Contractor shall notify the PA when the receipt for a selected repairable line item exceeds the Current (fiscal) Year Forecast (CYF) in the SNAPS report. The Contractor shall not induct the line item until written approval is received from the PA or the SNAPS forecast is amended.

5.0 COST CONTROL

5.1 The Contractor shall monitor the cost of each repair to ensure that total repair costs remain within approved limits. Appropriate management control procedures must be in place and records maintained. These control procedures and records shall be available for review and audit on request

6.0 COSTING RECORDS

6.1 The Contractor shall prepare forms and maintain records which will provide:

- a. a cost listing, by serial number if applicable, of each item or job lot going through the repair line;
- b. a detail of the extent of work carried out, in-process inspections completed and materiel embodied at any stage of the repair process;
- c. the work order, NSN, labour category, rates, hours, total labour costs, CFM, mark-up, total cost and MRC

NOTE: This data shall be provided as requested by the PA

7.0 MAINTENANCE SUPPORT

7.1 MOBILE REPAIR PARTIES (MRPs)

7.1.1 The Contractor shall provide an MRP, when authorized by the PA.

There are two types of MRP:

- A scheduled MRP; for a scheduled MRP, the PA must follow the DND626 Task Authorization process.
- An unscheduled, Immediate Operational Requirement (IOR) MRP. The unscheduled IOR MRP happens under exceptional and extraordinary circumstances (for example: pre-deployment preparations for an unexpected extended operational mission) and requires an immediate response from DND. It is understood that a minimum of 30 days' notice is a government requirement for the processing of a routine visit request. Notwithstanding the visit clearance request delay, the Contractor shall provide the requested MRP as expeditiously as possible. If the requested on-site dates cannot be met due to previous resource commitments, the Contractor shall provide the MRP as soon as the required technical expertise is available.

7.1.2 Upon mutual agreement the Contractor will be required to provide engineers and/or technicians to field sites to perform engineering projects and/or to effect repairs or modifications to the installations. All matters pertaining to the performance of the work on the site shall be referred to the cognizant Technical Maintenance Officer, or their appointed delegate who will be responsible for the conduct of the work and shall signify satisfactory completion and acceptance of the work. This service shall be accomplished to the satisfaction of the site Commanding Officer, his authorized representative, or NDHQ as directed.

7.1.3 On completion of work the Contractor will provide the PA with a cost breakdown indicating labour hours by trade, travel expenses, living expenses, etc. Costs are to be all inclusive and will be an indication of the actual amount being claimed. Travel costs must not exceed approved TB Guidelines available at http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/td-dv-eng.asp unless pre-approved in writing by the PA prior to undertaking the travel.

7.1.4 If requested, the Contractor shall submit two (2) copies of a monthly progress report covering MRP activities to the PA. The level of detail and format will be stipulated in the individual DND 626 tasking should such a report deemed to be necessary. (Note: such a report is rarely called up).

7.2 EQUIPMENT TURN AROUND TIME (TAT)

7.2.1 Unless specifically identified within the contract, equipment TAT to a serviceable state shall be achieved in no more than 90 Calendar days. TAT is defined as that period of time from "date of receipt to date item is reported serviceable" and Inbound Logistics is contacted for delivery instructions. Repair priority shall be governed by the PA. The principle of "First-In / First-Out" (FIFO), shall be observed whenever possible.

7.3 PRIORITY REPAIR REQUEST (PRR)

7.3.1 The Contractor shall be prepared to satisfy PRRs in an expeditious manner. If the Required Delivery Date (RDD) cannot be met, the Contractor shall advise the PA, by email or fax, for a more realistic Estimated Delivery Date (EDD). This EDD shall be amended as required until the PRR is satisfied.

7.4 TECHNICAL INVESTIGATIONS STUDIES (TIES)

7.4.1 When authorized by the PA, the Contractor shall undertake technical investigations and engineering studies to identify potential Commercial Off The Shelf (COTS) technology insertions and replacements when practical and cost effective. These technology upgrades must extend the life expectancy, mean time between failures (MTBF), or reduce the overall cost to operate and maintain these systems. This activity includes requirement analysis and planning to ensure that current reliability and availability specifications can be met, the identification of additional sparing and support, as well as the development of maintenance procedures or other recommendations to enhance system reliability.

7.6 TELEPHONE TECHNICAL SUPPORT

7.6.1 Telephone technical support shall be provided for the TPS-70 radar when authorized by the TA. The Contractor is to provide telephone technical support to the Technical Authority (TA) (or the TA's designated representative) in order to troubleshoot TPS-70 system faults. The Contractor shall make every reasonable effort to respond as quickly as possible after receiving authorization from the TA with the goal of responding to telephone support requests within one business day.

7.7 ON-SITE SYSTEM EVALUATIONS

7.7.1 When authorized by the PA, and as directed by the TA, the Contractor shall conduct on-site system evaluations of the Bagotville and Cold Lake TPS-70 radar systems. The system evaluations are expected to last a maximum period of five days per site and include providing the TA with detailed written proposals of recommended system overhauls that could be performed either on site or at the Contractor's facility.

7.8 SYSTEM LEVEL SUPPORT AND OVERHAUL

7.8.1 The Contractor is expected to maintain the capability to provide replacement parts or suggest "form, fit, function" replacements for all TPS-70 radar components.

7.8.2 When authorized by the PA, the Contractor shall perform the system level overhauls identified by the Contractor during site-visit evaluations. The system level overhauls to be performed will be based upon the Contractor's proposal and the specific tasking provided by the TA.

7.9 TPS-70 MAINTENANCE TRAINING

7.9.1 When authorized by the PA, the Contractor may be asked to provide written proposals for on-site TPS-70 training to the military maintainers in Bagotville and Cold Lake. The training required is expected to include TPS-70 overall function, power distribution, configuration, operation, alignments, testing, performance verification, preventive and up to 2nd level corrective maintenance, and troubleshooting system failures to the Line Repairable Unit (LRU) level.

7.9.2 When authorized by the PA, the Contractor shall conduct the on-site training identified in the Contractor's proposal and the tasking provided by the TA.

8.0 SUPPLY SUPPORT

8.1 PRESERVATION AND PACKAGING

8.1.1 Equipment damaged due to preservation and packaging failures in shipments shall be reported to the PA.

8.1.2 Supplies provided under the terms of the contract shall be packed to permit the application of the lowest available, less than carload/truckload freight, classification and to ensure safe arrival at destination.

8.1.3 Preservation, Packaging and Packing shall be to Level B packaging with marking in accordance with the latest issue of the United States Department of Defence (US DOD) MIL-2073 or NATO equivalent.

8.1.4 All components after R&O will be marked in accordance with the latest issue of US DOD MIL-STD-129 or the NATO equivalent.

8.1.5 The Contractor will be required to identify all repairables which require special packing and/or handling and recommend appropriate methods to the PA.

8.2 REUSABLE CONTAINERS

8.2.1 The Contractor shall use containers utilized by DND to return articles to be repaired and/or overhauled to the Contractor's plant, if considered adequate to protect articles in shipment by the Contractor and the Cognizant Government Inspector, and meet required packaging level.

8.2.2 If required, and with the approval of the PA, the Contractor shall inspect, repair and/or repaint reusable metal or wooden containers. All odd, non-pertinent markings shall be obliterated by the use of a suitable masking paint; loose or curled labels shall also be removed prior to the application of new labels. Where a requirement to repair, replace or provide a reusable container has been identified, it will become a charge against the R&O contract at a negotiated rate shown in the "basis of payment" and on the repair work order.

8.2.3 Surplus reusable containers, identified by NSN, shall be reported to the PA.

8.3 LOSS OR DAMAGE OF DND MATERIEL

8.3.1 The Contractor shall report to the PA all instances of loss or damage to DND-owned materiel in his custody within two (2) working days of confirmation of its discovery.

8.3.2 The Contractor may be authorized to make repairs to DND-owned equipment on loan. All requests shall be forwarded to the PA for approval. If the Contractor is authorized to repair damaged DND materiel, he shall notify the cognizant Government Plant Representative before any repair commences to enable adequate quality assurance of the repair.

8.3.3 The Contractor shall report to the PA and info the applicable CFSD/OCRS, by message/fax, all materiel/shipments loss or damaged in plant and/or in transit from the R&O facility.

8.4 SCRAP - CUSTODY & DISPOSAL

8.4.1 Materiel, which in the opinion of the Contractor, are Beyond Economical Repair (BER), obsolete or surplus shall be declared to the PA and await disposal instructions.

8.4.2 The Contractor shall safeguard, control, and dispose of scrap materiel when so directed by the PA, in accordance with the FAR Clause 45-606.1 SCRAP.

8.5 STOCKTAKING

8.5.1 The PA is responsible for initiating and completing a 100% manual stocktaking of repairables, as per the A-LM 184, Part 6. Therefore, the Contractor shall be responsible for providing a 100% manual count of repairables, when so directed by the PA.

8.6 CONTRACTOR SUPPLY ACCOUNTING

8.6.1 DND supplied spares (Bonded Inventory) will be accounted for in either a manual or an automated system. Regardless of the system used, the Contractor shall maintain an audit trail acceptable to DND. Also, any

automated materiel accounting system shall first be approved by DND. Supply accounting records for DND materiel shall be maintained separately from other company records.

9.0 TRANSPORTATION

9.1 The DND/CF is responsible for all transportation to and from the Contractor's facility. The applicable INCOTERM is (FCA) Free on Carrier at Contractor's facility. The Contractor is responsible to load the materiel on the carrier.

10.0 CUSTOMS & EXCISE

10.1 DND is responsible for clearing Customs of all DND materiel consigned to out of country R&O Contractors. The Contractor is responsible for the completion of all documentation required for the re-export of the materiel. Commercial customs brokers are not to be used unless approved by the PA.

11.0 OFFICE SERVICES

11.1 The Contractor shall perform the secretarial and clerical work necessary to carry out the terms of this contract with respect to the preparation, filing and transmission of all forms, reports and correspondence, relating to the movement, accounting, storage, repair, overhaul, quality control and investigation of materiel covered by this contract.

12.0 MEETING MINUTES

12.1 When minutes of meetings are required, the Contractor shall be responsible for taking them and preparing them in a format approved by the PA. The Contractor shall submit the minutes to Public Works and Government Services Canada (PWGSC) and the PA as directed at the meeting, within ten (10) working days following the meeting.

13.0 PLANT SHUTDOWN/VACATION PERIOD

13.1 During plant shutdown or vacation periods, the Contractor shall ensure that adequate facilities/personnel are available to ensure the satisfaction of Priority Repair Requests. If contractor personnel are not on site during shutdown, a phone number and point of contact shall be provided during plant closure to the PA. It is the Contractor's responsibility to ensure that personnel are available to satisfy PRR requirements once identified.

14.0 REPORTS

14.1 MRP PROGRESS REPORTS

14.1.1 The Contractor shall submit one (1) copy of the monthly progress report covering MRP activities to the PA and one softcopy to the Contracting Authority.

14.2 SPECIAL INVESTIGATIONS AND TECHNICAL STUDIES REPORTS

14.2.1 Special Investigations and Technical Studies may only be authorized, via email, by the Procurement Authority. The Contractor shall complete a Technical Investigation Report, on an as required basis when so directed by the PA.

14.3 R&O MONTHLY STATUS REPORT

14.3.1 The Contractor shall submit monthly R&O status reports (electronic copy) to the Contract Authority, PA & TA. As a minimum, the report shall identify each repairable item (by NSN, part number, serial number, description) at the contractor's facilities, date received, unit received from, turn-around time, status of R&O (i.e. under test, awaiting parts, awaiting QA, in shipping, etc.), the scheduled completion date, date shipped, estimated cost and final cost.

ANNEX B

Basis of Payment
Table 1 - Time and Material Labour Rates and Markups

Labour Category B1	Contract Award to (_____)	Year 2	OPTION 1	OPTION 2
Prog. Manager	240 x 40 days	240 x 40 days	240 x 40 days	240 x 40 days
Eng Serv Tech	240 x 60 days	240 x 60 days	240 x 60 days	240 x 60 days
Field Services Engineer	240 x 60 days	240 x 60 days	240 x 60 days	240 x 60 days
Logistics Support	240 x 60 days	240 x 60 days	240 x 60 days	240 x 60 days
Admin	240 x 60 days	240 x 60 days	240 x 60 days	240 x 60 days
TOTAL \$				

B1. TOTAL ESTIMATED PRICE \$ _____

B.2 Mark-up:

B.2.1 Mark-up on Material/Parts, inclusive of G&A, Overhead and Profit, and the cost associated with the procurement of the goods equals: Laid Down Cost + ____%.

B.2.2 Mark-up on Subcontracts, including those for any sub-contracted Mobile Repair Party (MRP), is inclusive of G&A, Overhead and Profit, and the cost associated with the procurement of the services equals: Laid-Down Cost + ____%.

B.2.3 The following interpretations are applicable to this contract:

- a. "Laid-Down Cost": Is the cost incurred by a contractor to acquire a specific product. This includes the invoice price (less trade discounts) charged to the contractor plus any applicable charges for transportation, exchange, custom duties, and brokerage charges.
- b. "Material Handling": Costs related to the storing and transferring out of storage are allocated to the GSM when the parts are embodied.
- c. "General and Administrative (G & A)": Including remuneration of executive and corporate officers, office wages and salaries and expenses such as stationery, office supplies, postage and other necessary administration and management expenses.

B3. For the period starting the date of Contract Award to 1 November 2016 the Contractor will be paid as follows:

B3.1 For the repair or overhaul of items including Accountable Advance Spares (AAS), pertaining to either of the AN/TPS-70(V) Transportable radar systems, the firm fixed Time and Material rates and mark-ups in Table 1 shall apply.

B3.2 For material required to complete authorized repairs or overhauls including AAS to the AN/TPS-70(V) transportable radar systems, the Contractor shall be paid actual laid down cost of the material plus the mark-ups indicated in Annex B, Section 1.1 (above).

B3.3 For all travel and living expenses, as authorized in advance by the DND Procurement Authority, 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".

All travel must have the prior authorization of the Procurement Authority.

All payments are subject to government audit.

Solicitation No. - N° de l'invitation

W8485-152708

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

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Amd. No. - N° de la modif.

File No. - N° du dossier
W8485-152708

Buyer ID - Id de l'acheteur

137BQ

CCC No. /N° CCC - FMS No. /N° VME

ANNEX “C”

SECURITY REQUIREMENTS CHECK LIST

(PLEASE SEE ATTACHED HEREIN)

ANNEX "D" to PART 5 - BID SOLICITATION**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)

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File No. - N° du dossier
W8485-152708

Buyer ID - Id de l'acheteur

137BQ

CCC No. /N° CCC - FMS No. /N° VME

ANNEX “E”

TASK AUTHORIZATION FORM PWGSC-TPSGC DND 626 TASK AUTHORIZATION FORM

(PLEASE SEE ATTCHED HEREIN)

ANNEX B
W8485-152708

EVALUATION PLAN

FOR THE

TPS-70 RADAR

SUPPORT SERVICES CONTRACT

The Information contained herein shall under no condition be divulged to parties outside the Government and care shall be taken that its internal circulation is on a "need to know" basis. Any communication with the trade related to this information must be through PWGSC.

Prepared by: C. Power
Dated: _____
PWGSC Solicitation No.

EVALUATION PLAN
FOR
ASSESSMENT OF RESPONSES TO THE
REQUEST FOR PROPOSAL
FOR
TPS-70 RADAR
SUPPORT SERVICES

1.0 INTRODUCTION

- 1.1 Background. The Crown will issue a competitive Request For Proposal (RFP) to interested bidders for the provision of R&O and support services for the TPS-70 radar systems.
- 1.2 Evaluation Plan Content. This Evaluation Plan describes the methods and criteria to be employed for the evaluation of Bidders' responses to the RFP for TPS-70 Support Services. It establishes a clear screening and evaluation procedure to determine the bid that meets the mandatory and point-rated evaluation criteria.

2.0 OBJECTIVES

- 2.1 General. This Evaluation Plan will assist the Evaluation Team to achieve the following objectives:
- a. evaluate the Bidders' responses in a fair, consistent, and accurate manner;
 - b. identify those proposals meeting all mandatory requirements of the RFP;
 - c. rate the technical proposal;
 - d. prepare an Evaluation Report with recommendations for the selection of the successful bidder; and
 - e. provide a basis for the conduct of negotiations, if required, for the TPS-70 radar Support Services contract.

3.0 ORGANIZATION

- 3.1 Evaluation Co-Chairs. The Evaluation Co-Chairs will be the PWGSC Contracting Authority, the DND Procurement and Finance Officer (DGAEPM/DAP 7-2-3), and the DND Technical Authority (TA), DAEPM(R&CS) 4-2-2. The Co-Chairs will be

responsible for reviewing and accepting or rejecting the findings of the Evaluation Team. The PWGSC Contracting Authority will have overall responsibility for the bid evaluation process.

3.2 Evaluation Team

3.2.1 General. The Evaluation Team will consist of three members of DAEPM(R&CS) 4-2. One of the members will be appointed the Evaluation Team Lead.

3.2.2 Proposal Evaluation. The Evaluation Team members are responsible to evaluate the proposals in a fair, consistent, and accurate manner.

3.2.3 DND Matrix Assistance. Matrix assistance within DND may be called upon to provide subject matter expertise to the Evaluation Team. This will be done by inviting specialists to participate on a non-dedicated basis to review specific items and such participation will be limited to the provision of information, context, and subject matter expertise. Personnel providing matrix or SME assistance are not evaluators.

3.2.4 Evaluation Team Time Limits. To ensure that a thorough and equitable assessment is given to each proposal, no specific time limit shall be imposed. However, the Evaluation Team should try to evaluate all proposals within five (5) working days.

4.0 EVALUATION PHASES

4.1 The evaluation process will be conducted in three phases:

- a. Phase I – PWGSC Screening. The aim of this phase is to ensure all appropriate documents pertaining to the bid package are received and complete as early as possible by the PWGSC Contracting Authority. Very Financial evaluations are separated from Technical evaluations.
- b. Phase II - Detailed Evaluation. The aim of this phase is to confirm compliance with the mandatory requirements, to point rate the technical proposal; and
- c. Phase III - Recommendation. The aim of this phase is for the Evaluation Team to complete the evaluation roll-up, and summarize the compliant proposals in an Evaluation Report.
- d. Phase IV – Financial Evaluation. The aim of this phase is to evaluate the financial information against the financial criteria.

5.0 EVALUATION PROCEDURES

5.1 General. All evaluators must be fully conversant with the contents of this document, the applicable sections of the RFP and the TPS-70 Radar Support Services SOW. The

Bidders' proposals shall be evaluated on the basis of substance and not on the basis of aesthetic presentation, verbosity, previous evaluator experience with the bidder or other irrelevant aspects. All proposals shall be done on an independent basis against the established criterion with no comparison to the other bid proposals.

5.2 Phase I - Initial Screening. A preliminary assessment of each proposal will be done by the PWGSC Contracting Authority to determine contractual compliance. In this respect, the purpose of the initial screening is to:

- a. The Contracting Officer will open the bids and retain the original copy for the RFP. S/he will separate and retain the financial information from the copies, ensuring that no person of the Technical Evaluation Team has access to this information. The Contracting Officer will verify all appropriate documents are attached to the bid package (ie signed cover page, certifications, verify pages are all intact numerically and appropriate amount of copies for Evaluation Team); and
- b. formulate any initial questions for the Bidders to clarify their proposal(s) to facilitate the start of the detailed evaluation activities.

5.3 Phase II - Detailed Evaluation. A detailed assessment of each proposal consists of two sequences: the first sequence is the mandatory requirements and the second sequence is the rated requirements (point rating). This can be further expanded upon as follows:

- a. Mandatory Requirements. An assessment of the mandatory requirements for each proposal to ensure that each Bidder's proposal does satisfy those requirements. If the Bidder's proposal does not satisfy all of the mandatory requirements, then that Bidder will not be evaluated any further. The list of mandatory requirements is given herein (Appendix 1);
- b. Rated Requirements. An assessment of the rated requirements for each proposal will consist of a numerical scoring of factors and against pre-established criteria. The score for a factor is determined by the sum of the relevant criteria scores. A list of factors and the point assignments for each is given herein (Appendix 2);
- c. Rated Requirements - Pass Criteria. Bidders must receive 70% of the total points available. Bidders not meeting the pass score shall be eliminated from further consideration; and

5.4 Phase II - Detailed Evaluation Steps. The following paragraphs outline the detailed steps that are to be used for the Detailed Evaluation of the Bidder's proposal. The assessment of each rated area should be done simultaneously where possible.

5.4.1 Step One: Individual Assessment - Mandatory Requirements. The Evaluation Team members will review the proposals to ensure that the Bidders have met all of the mandatory requirements that were identified in the RFP, which are listed herein

(Appendix 1). Results shall be recorded on the Mandatory Requirements Form (Appendix 1) and signed by each evaluator.

- 5.4.2 Step Two: Group Assessment - Mandatory Requirements. After the individual review, the Team Lead will convene the Evaluation Team and collectively identify all proposals not meeting all the mandatory requirements. In the event of (apparent) non-compliance with the mandatory requirements, the Evaluation Lead will refer the matter to the PWGSC Contracting Authority to determine if the Bidder can be afforded the opportunity to clarify its proposal. If the Bidder is determined to be non-compliant, that Bidder will not be evaluated any further.
- 5.4.3 Step Three: Individual Assessment - Rated Requirements. All members of the Evaluation Team will review and score their respective areas of the proposals against the pre-established criteria, noting the strengths and/or weaknesses (in the score justification column) of each proposal. Results shall be recorded using the Rated Requirements Bid Evaluation Form herein (Appendix 2) and signed by each evaluator.
- 5.4.4 Step Four: Group Assessment - Rated Requirements. After the individual review, the Evaluation Team Lead will convene the members of the Evaluation Team to collectively establish a single team score for each rated criterion. If there is a variance in the points awarded to a particular criterion during the individual assessment, then they shall not be averaged. The final points awarded against that criterion shall be **arrived at by consensus of all members of the Evaluation Team.** All criteria shall be scored to the nearest integer value. Written comments used in the rationalization for the points awarded are to be provided to the PWGSC Contracting Authority.
- 5.4.5 Step Five: Final Results. A final review will be done to ensure that there are no inconsistencies from one proposal to the next. Finally, the Evaluation Team Lead, using the Evaluation Summary Form, Appendix B3 herein, will tabulate the final results and have the form signed by all members of the Evaluation Team.
- 5.5 Clarification. In some instances, it may be necessary to obtain clarifications of statements made in a proposal. Should Evaluation Team Members require clarification of a Bidder's proposal, they shall pass their request to the Evaluation Team Lead. Under no circumstances are Evaluation Team Members permitted to deal directly with individual bidders. Communication with the bidder by the PWGSC Contracting Authority will be achieved by letter, fax, email or interviews. Care shall be taken to not allow a Bidder to provide new information that would constitute a modification or bid improvement of the proposal originally submitted.
- 5.6 Phase III - Recommendation. The Evaluation Team will then produce a summary of all bids. This Evaluation Report will be produced to include a summary of the evaluation of each proposal in sufficient detail to support the conclusions and recommendation. This report will be presented to PWGSC.

6.0 REPORTING and AUDIT TRAIL PROCEDURES

6.1 General. Every signed evaluation form at every level will be provided to the PWGSC Contracting Authority for review. The Procurement Authority is responsible for the ongoing retention of these documents following completion of the Bid Evaluation.

6.2 Signatures. The Evaluation Team as applicable will sign each evaluation form.

7.0 EVALUATION CONTROL

7.1 General. The PWGSC Contracting Authority has the overall responsibility for the TPS-70 Radar Support Services Bid Evaluation process. The PWGSC Contracting Authority will co-ordinate and control the orderly distribution of proposals and act as custodian of all copies. Once passed to the Evaluation Team Leader, he/she will be responsible for all evaluation documentation until the completion of the evaluation.

7.2 Communications. All contact between the Evaluation Team and the Bidders must be through the PWGSC Contracting Authority. Under no circumstances may any Evaluation Team member communicate with anyone outside of the Evaluation Team with regards to the content or the evaluation of TPS-70 Radar Support Services proposals without the express approval of the PWGSC Contracting Authority. Any incidental contact (Telecon or other) during that period should be reported to the PWGSC Contracting Authority. All Evaluation Team members are to be aware that **no Bidder personnel or representatives** are permitted in the evaluation location during the evaluation period.

7.3 Unsuccessful Bidder(s). The PWGSC Contracting Authority will organize and chair a debriefing of the unsuccessful Bidder(s), should such a request be received.

8.0 SECURITY

8.1 General. It is essential that all personnel participating in the TPS-70 Radar Support Services bid evaluation respect the confidentiality of the information they are evaluating and fully understand the security requirements associated with the evaluation. Personnel are to ensure that bid and evaluation information and documentation in their possession is adequately protected. The reproduction of any evaluation material (including working papers) is strictly forbidden except by the PWGSC Contracting Authority. Any and all material used or generated during the evaluation shall be controlled and secured by the Evaluation Team Lead. Under no circumstances shall any Evaluation Team member remove any documents (including working papers) from the location of the evaluation.

8.2 Bid Classification. Unless otherwise advised, as a minimum, proposals and the bid evaluation documentation results are treated as **PROTECTED B**.

- 8.3 Evaluation Declaration Form. Each government employee participating in the TPS-70 Radar Support Services bid evaluation will be required to sign an Evaluation Declaration Form, which includes an appropriate security certification, Appendix B6 herein before participating in any way in the evaluation. For non-government participants, the Evaluation Declaration Form (Non-Government), Appendix B5 herein shall be signed.

9.0 **EVALUATION LOCATION**

- 9.1 General. The Proposals will be evaluated at the following location:

455 de la Carrière
11th Floor, Conference Room
Gatineau, QC
K1A 0K2

10.0 **AGREEMENT**

- 10.1 General. The foregoing procedures for the Evaluation Plan are agreed upon between the signatories below.

C.J. Power
DAEPM(R&CS) 4-4-2
TCR LCMM/TA
DAEPM (R&CS)
Department of National Defence

DGAEPM (DAP) 7-2-3
Procurement and
Finance Officer
Department of National Defence

Diane Francoeur-Massia
Public Works and
Government Services Canada

TPS-70 SUPPORT SERVICES MANDATORY REQUIREMENTS
BID EVALUATION MATRIX

October 2015

BIDDER INFORMATION:

Company Name:

EVALUATOR INFORMATION:

Evaluator's Name:

Evaluator's Signature:

DATE:

TPS-70 SUPPORT SERVICES SOW MANDATORY COMPLIANCE TABLE

Number	Reference	Description	Not Met	Met	Comments
1		<p>The bidder must have a minimum of five (5) years experience providing repair and overhauls services.</p> <p>The services must have included the following:</p> <ul style="list-style-type: none">- identification and correction of specific defects causing an item to function below its specifications and restoration of an item to its original condition.			
2		The bidder must have a minimum of three (3) years experience controlling parts for repair utilizing serial numbered work orders.			
3		The bidder must have a minimum of three (3) years experience providing repair and overhaul services within specified equipment Turn Around Times (TAT).			
4		The bidder must have completed a minimum of two (2) contracts where they have been responsible for importing and exporting parts and or materials utilizing a third party carrier.			
5		The bidder must have a minimum of two (2) years experience performing technical investigations and engineering studies to identify potential Commercial Off the Shelf (COTS) technology insertions and replacements.			
6		The bidder must have a minimum of two (2) years experience providing technical support via the telephone.			

Number	Reference	Description	Not Met	Met	Comments
7		The bidder must have a minimum of one (1) year experience conducting on-site evaluations for the purpose of recommending systems overhauls.			
9		The bidder must have a minimum of one year experience providing satisfying Priority Repair Requests (PRRs)			
10	14.3.1	The Bidder agrees to submit monthly R&O reports (electronic copy) to the CA, RA & TA. The Bidder agreed to include as a minimum in the reports each repairable item (by NATO stock number, part number, serial number, description) at the Bidder’s facilities, date received, unit received from, turn around time, status of repair and/or overhaul (i.e. under test, awaiting parts, awaiting QA, in shipping, etc.), the scheduled completion date, date shipped, estimated cost and the final cost.			

TPS-70 SUPPORT SERVICES RATED REQUIREMENTS
BID EVALUATION MATRIX

BIDDER INFORMATION:

Company Name:

EVALUATOR INFORMATION:

Evaluator’s Name:

Evaluator’s Signature:

DATE:

TPS-70 SUPPORT SERVICES RATED REQUIREMENTS

The Bidder’s proposal demonstrates the following capabilities in excess of the mandatory requirements. Points shall be allotted according to the amounts listed in the ‘Score’ column of the Table; partial points shall not be awarded.

Item	Bid Criteria	Points			Scoring Criteria	Verification Documentation
		Max. Points	Score	Eval. Score		
1	Experience performing system level overhauls on TPS-70 radars, including complete overhauls at their repair facility.	25			2+ to 3 years experience = 5 points 3+ to 4 years experience = 10 points 4+ to 5 years experience = 15 points 5+ to 6 years experience = 20 points 6+ years experience = 25 points	
2	Experience providing replacement parts or suggesting “form, fit, function” replacements for all TPS-70 radar components.	15			1+ to 2 years experience = 3 points 2+ to 3 years experience = 6 points 3+ to 4 years experience = 9 points 4+ to 5 years experience = 12 points 5+ years experience = 15 points	
3	Experience in the conduct of on-site TPS-70 radar systems evaluations down to the circuit card level or equivalent level.	9			1+ to 2 years experience = 3 points 2+ to 3 years experience = 6 points 3+ to 4 years experience = 9 points	
4	The Bidder has experience providing satisfying each Priority Repair Requests (PRRs) less than or equal to 45 days satisfactorily.	6			1+ to 2 years experience = 2 points 2+ to 3 years experience = 2 points Able to respond to PRRs within 45 days: 50% - 75% = 1 point 75% - 100% = 2 points	

Item	Bid Criteria	Points			Scoring Criteria	Verification Documentation
		Max. Points	Score	Eval. Score		
5	Experience providing technical support via the telephone.	6			2+ to 3 years experience =3 points 3+ years experience = 6 points	

Results:

Bidder's Score	Maximum Score	Pass Criteria
	61	70 % (61) = 43 minimum

ANNEX A: SECURITY REQUIREMENTS CHECKLIST (SRCL)

RECEIVED
DEC 23 2014

Government
of CanadaGouvernement
du Canada

Contract Number / Numéro du contrat

W8485-152708

Security Classification / Classification de sécurité
Unclass

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction
DND		DAEPM/R&CS
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail TPS-70 radar R&O		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Non <input checked="" type="checkbox"/> Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Non <input type="checkbox"/> Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Non <input type="checkbox"/> Oui		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Non <input checked="" type="checkbox"/> Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Non <input type="checkbox"/> Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>



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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non ☐ Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes
Non ☐ Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☐ No ☒ Yes
Non ☐ Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? ☒ No ☐ Yes
Non ☐ Oui

Work not done on DND site

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non ☐ Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes
Non ☐ Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes
Non ☐ Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non ☐ Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes
Non ☐ Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Unclass

Canada



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PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
											A	B	C			
Information / Assets Renseignements / Biens Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No ☐ Yes
Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No ☐ Yes
Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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Unclass

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées)

Cletus J Power

Title - Titre

TPS-70 Technical Authority

Signature

Telephone No. - N° de téléphone
819 939-4989

Facsimile No. - N° de télécopieur
819 939-4868

E-mail address - Adresse courriel
cletus.power@forces.gc.ca

Date
17 Dec 14

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées)

**Sasa Medjovic - DDSO - Industrial Security
Senior Security Analyst**

Signature

Telephone No. - N° de téléphone

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Date

Tel: 613-996-0286

E-mail: sasa.medjovic@forces.gc.ca

2014-12-23

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?

Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

No ☐ Yes ☒
Non Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Telephone No. - N° de téléphone

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Date

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Whitney Ball

Contract Security Officer

Telephone No. - N° de téléphone
613-957-8921

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Date

whitney.ball@pr.gc.ca

Jan 22/15

TASK AUTHORIZATION
AUTORISATION DES TÂCHES

Contract no. - N° du contrat		
Task no. - N° de la tâche		
All invoices/progress claims must show the reference Contract and Task numbers. Toutes les factures doivent indiquer les numéros du contrat et de la tâche.		
Amendment no. - N° de la modification	Increase/Decrease - Augmentation/Réduction Previous value - Valeur précédente	
To - À	TO THE CONTRACTOR You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall be supplied against this task. Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract. À L'ENTREPRENEUR Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande. 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.	
Delivery location - Expédié à	Date _____ for the Department of National Defence pour le ministère de la Défense nationale	
Delivery/Completion date - Date de livraison/d'achèvement		
Contract item no. N° d'article du contrat	Services	Cost Prix
		GST/HST TPS/TVH
		Total
APPLICABLE ONLY TO PWGSC CONTRACTS: The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract. NE S'APPLIQUE QU'AUX CONTRATS DE TPSGC : La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.		
for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux		

DND 626 (01-05)
Design: Forms Management 993-4050
Conception : Gestion des formulaires 993-4050