



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

LETTER OF INTEREST

LETTRE D'INTÉRÊT

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 Tactical Control Radar systems		
Solicitation No. - N° de l'invitation W8475-155257/A		Date 2016-08-18
Client Reference No. - N° de référence du client W8475-155257		GETS Ref. No. - N° de réf. de SEAG PW-\$\$\$BQ-164-25949
File No. - N° de dossier 164bq.W8475-155257	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-09-28		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: Chénier, Suzanne S.		Buyer Id - Id de l'acheteur 164bq
Telephone No. - N° de téléphone (873) 469-3829 ()		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

**Tactical Control Radar Modernization Project
Letter of Interest (LOI #1)
N° W8475-155257**

1. Purpose and Nature of the Letter of Interest (LOI):

The purpose of this Letter of Interest (LOI #1) is to inform Industry of an upcoming competitive procurement process for the Department of National Defence's (DND) requirement to procure, install, and integrate up to three (3) transportable 3D Long-Range Air Defence Tactical Control Radar (TCR) systems. This procurement will include infrastructure site design services, In-Service Support (ISS), initial provisioning of spares for each radar system, operator and maintainer training, and bilingual publications.

Public Works and Government Services Canada's (PWGSC) intent for this LOI #1 is to engage Industry in a consultative process by seeking Industry feedback on a draft Statement of Work (SOW) and a draft Request for Proposal (RFP). In addition, DND has a requirement to understand the availability and affordability, in relation to the TCR Modernization Project on behalf of Canada.

There will be an Industry Engagement process for the TCR Modernization Project that will be held in the National Capital Region (NCR). Canada will consider the information gathered during the Industry Engagement and decide on a course of action that may result in the consolidation of all or only some of the Industry feedback.

The Industry Engagement associated with LOI #1 will include a plenary Industry Day and One-on-One Sessions, where Participants will be presented with an overview of the requirement and concepts. Canada is seeking Industry feedback throughout the Industry Engagement process from companies who can provide proven and fielded radar systems. Further details concerning the Industry Engagement will be communicated on <https://buyandsell.gc.ca/> as they become available throughout the period of this LOI.

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Interested firms are encouraged to review the documentation attached to the LOI #1 and provide comments and/or questions, in writing, to the PWGSC Contracting Authority identified herein at Section 6.

The TCR Modernization Project falls within the Defence Procurement Strategy (DPS) framework announced on February 5, 2014. The TCR Modernization Project is subject to the Industrial and Technological Benefits (ITB) Policy, including Value Proposition (VP). Under the ITB Policy, companies awarded defence procurement contracts are required to undertake business activities in Canada, equal to the value of the contract. In addition, a core element of the ITB Policy is a weighted and rated VP. The VP requires bidders to compete on the basis of the economic benefits to Canada associated with each bid. Additional information on the ITB Policy can be found at www.ic.gc.ca/itb.

A separate LOI (LOI #2) will be released after the closing of this LOI (LOI #1) to seek input on the draft ITB RFP documents, including a VP evaluation methodology.

A Fairness Monitor (FM) has been engaged to provide independent assurance that this procurement is conducted in a fair, open and transparent manner.

2. Requirement:

DND has a requirement to procure, install and integrate up to three (3) transportable 3D Long-Range Air Defence Tactical Control Radar (TCR) systems to be located at Cold Lake, Alberta, and Bagotville, Quebec.

3. Potential Scope and Constraints of the Contract

It is Canada's intent that this procurement be subject to National Security Exception (NSE) and be excluded from all of the obligations of the trade agreements.

It is Canada's intent to apply the National Security – Special Contracting Caveat (NS-SCC), limiting potential bidders to Canada/United States companies.

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There are no security requirements associated with this LOI #1. However, there will be security requirements associated with the upcoming competitive procurement process. Additional information on the security requirements will be communicated on <https://buyandsell.gc.ca/> as part of the upcoming competitive procurement process.

Should Industry require information on personnel and organization security screening or security clauses, please refer to the Canadian Industrial Security Directorate (CISD), Industrial and Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.



The LOI #1 is not subject to the Controlled Goods Program. However, the upcoming competitive procurement process will be subject to the Controlled Goods Program. For information pertaining to the Controlled Goods Program, please refer to the Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/dmc-cgd/index-eng.html>) website.

There will be a bidder's equipment demonstration associated with the upcoming competitive procurement process.

The Federal Contractors Program for Employment Equity (FCP-EE) will apply to the upcoming competitive procurement process. Further details on the FCP-EE will be communicated on <https://buyandsell.gc.ca/> as part of the upcoming competitive procurement process.

Any additional information on the potential scope and constraints will be communicated on <https://buyandsell.gc.ca/> as part of the upcoming competitive process.

4. **Legislation, Trade Agreements, and Government Policies:**

The following is a list of some legislation and government policies that will govern the upcoming competitive procurement process:

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- Defence Production Act (DPA)
- Controlled Goods Program (CGP)
- Federal Contractors Program for Employment Equity (FCP-EE)
- Government Contract Regulations (GCR)
- PWGSC Policy on Green Procurement

Any additional information pertaining to Legislation and Government Policies will be communicated on <https://buyandsell.gc.ca/> as they become available throughout the period of this LOI #1 or as part of the upcoming competitive procurement process.

5. **Schedule:**



The following is the tentative schedule associated with both LOIs and upcoming competitive procurement process:

- Industry Day and One-on-One Sessions (September 19 to 21, 2016)
- LOI #1 Closing Date (September 28, 2016)
- Posting of Industry Responses to LOI #1 (mid-December 2016)
- Posting of 2nd Letter of Interest (LOI #2) (early March 2017)
- Industry Engagement - One-on-One Sessions only (late March 2017)
- LOI #2 Closing Date (early April 2017)
- Posting of Industry Responses to LOI #2 (late May 2017)
- Posting of Request for Proposal (RFP) (late August 2017)
- RFP Closing Date (mid-December 2017)
- Evaluation of Bids and bidder Equipment Demonstration (mid-March 2018)
- Contract Award (early October 2018)

Any changes to the tentative schedule will be communicated on <https://buyandsell.gc.ca/> as they become available throughout the period of this LOI #1.

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6. PWGSC Contracting Authority:

Important Notes to Respondents:

Any correspondence must be directed, in writing, in either official language of Canada, to the PWGSC Contract Authority identified below, preferably via email:

Suzanne Chénier
Supply Team Leader
Maritime Aircraft Division,
Aerospace Equipment Program Directorate (AEPD),
Land and Aerospace Equipment Procurement and Support Sector (LAEPSS),
Public Works and Government Services Canada (PWGSC)
11 Laurier Street, Place du Portage III, 8C1 Gatineau, Quebec K1A 0S5
E-mail: suzanne.s.chenier@pwgsc-tpsgc.gc.ca

Changes to this LOI #1 may occur and will be advertised on the Government Electronic Tendering System, <https://buyandsell.gc.ca/>. Canada asks Respondents to visit

BuyandSell.gc.ca regularly to check for changes, if any.

7. Industry Interaction:

To ensure a successful procurement process for the provision of the TCR Modernization Project, Canada intends to engage Industry in a consultative process. The consultative process associated with this LOI #1 will include hosting a plenary Industry Day, holding One-on-One Sessions and posting a draft Request for Proposal (RFP) on the Government Electronic Tendering Site (GETS), BuyandSell.gc.ca.

The main purpose of industry engagement is to obtain feedback from industry regarding the technical requirement, selection criteria, price, availability and Industrial Technological Benefits (ITB), including Value Proposition (VP).

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The Industry Day is an open forum where Industry representatives will be presented an overview of the requirement and for Canada to answer any questions. After the overview, there will be One-on-One Sessions, the purpose of which is to provide interested Participants with the opportunity to present any suggestions on the TCR Modernization Project requirements.

The Industry Day and One-on-One Sessions will be held from September 19 to 21, 2016 at 455 Boulevard de la Carrière, Gatineau, Quebec.

To help DND understand the affordability of the TCR Modernization Project, Industry is requested to provide estimated pricing information by completing the DND Pricing Requirements table contained at Annex D.

These individual sessions will provide another opportunity for both Canada and Industry to interact and discuss the presented material.

Canada's intent in seeking Industry feedback is mainly to:

- a) Clarify affordability and availability of suitable radar systems;
- b) Understand industry's capacity and concerns, and the achievability of the requirements as outlined in the attached documentation;
- c) Identify any areas of the requirement which could be deemed to be medium or higher risk to achieve and why;

- d) Identify opportunities that may exist to improve this proposed procurement process by providing any suggested changes and additional feedback on the draft SOW and/or draft RFP in order to improve clarity, feasibility and/or completeness;
- e) Identify any potential Industry concerns associated with the proposed contract requirements (in particular: scope, cost, schedule, technical and/or business risks); and
- f) Identify potential leveraging opportunities to obtain maximum economic benefits for Canada.

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For the Industry Interaction of LOI #1, Participants wishing to participate in the Industry Day and/or in a One-on-One Session are requested to complete the form at Annex A, Appendix 1 – Rules of Engagement Agreement and return it to the PWGSC Contracting Authority, identified herein at Section 6, by September 7, 2016.

All Questions and Answers will be recorded and posted on <https://buyandsell.gc.ca/>.

Participants will be required to submit any additional feedback to the Industry Interaction, in writing, to the PWGSC Contracting Authority, identified herein at Section 6, on or before September 7, 2016.

Non-attendance at the LOI #1 Industry Day or the One-on-One Sessions will not preclude a supplier from bidding on this requirement, should a follow-on solicitation be issued.

All submitted information, comments and/or questions must be based solely on the documentation herein and Industry should not reference any other past procurement process.

7.1 **Registration**

All Participants who wish to participate in the LOI #1 Industry Day and One-on-One sessions are required to sign and agree to the Rules of Engagement Agreement (attached as Annex A, Appendix 1) and the Non-Disclosure Agreement (attached as Annex B).



To register for the LOI #1 Industry Day and One-on-One sessions, Participants must fill in the Rules of Engagement Agreement form and list the preferred time slots, as attached at Annex A, Appendix 1 and e-mail the completed attachments to the PWGSC Contracting Authority, identified herein at Section 6, no later than COB on September 7, 2016. One-on-One Sessions will be scheduled on a first come basis. Participants must

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identify themselves by their legal name, corporate address, the names of all representatives attending and their respective title as well as their office address, telephone number and e-mail address.

7.2 **Format and Dates:**

The LOI #1 Industry Day plenary session will be held on September 19, 2016 from 8:30 to 12:00.

The LOI #1 One-On-One sessions will be available for Participants who have registered as described above on September 20, 2016, from 8:30 to 10:00, from 10:15 to 11:45, from 13:00 to 14:30, and from 14:45 to 16:15, and on September 21, 2016, from 8:30 to 10:00, from 10:15 to 11:45, from 13:00 to 14:30, and from 14:45 to 16:15.

7.3 **Plenary LOI #1 Industry Day Session:**

The outline of the plenary Industry Day Session will be as follows:

a) Public Works and Government Services Canada (PWGSC)

1. Agenda Overview;
2. Facility Logistics;
3. Presentation of TCR Modernization Team;
4. Procurement and Evaluation Overview; and
5. Closing Remarks.

b) Department of National Defence (DND)

1. Project Overview;

2. Technical Requirement;
3. Technical Evaluation;
4. Security Requirements associated with the upcoming procurement process; and
5. Project Timelines.

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c) Innovation, Science, and Economic Development Canada (ISED)

1. DPS and ITB Policy, including VP Overview;
2. Market Analysis Highlights; and
3. Proposed VP Evaluation Framework.

7.4 LOI #1 One-on-One Sessions

Canada will hold One-on-One sessions with interested Industry Participants to listen to recommendations and questions. Upon completion of the One-on-One Sessions, Canada will analyze and summarize Industry's feedback, and determine whether any changes are necessary.

Industry Participants are encouraged to provide written comments and recommendations as per the response template at Annex C – One-on-One Sessions Response Template, on the proposed topics for the One-on-One sessions, as well as any additional topics they may wish to discuss. Annex C submissions not received one (1) week prior to the Industry Day may not be discussed during the One-on-One sessions.

Note that the One-on-One Sessions will be held with Industry Participants individually and only questions and answers will be published on www.BuyandSell.gc.ca.

NOTES TO INTERESTED INDUSTRY PARTICIPANTS:

This LOI #1 is neither a call for tender nor an RFP, and no agreement or contract for the procurement of the requirement described herein will be entered into solely as a result

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of this LOI #1. The issuance of this LOI #1 is not to be considered in any way as a

commitment by Canada nor as authority to potential Respondents to undertake any work that could be charged to Canada.

This LOI #1 is not to be considered as a commitment to issue a subsequent solicitation or award contract(s) for the work described herein.

Canada does not intend to award a contract on the basis of the notice or otherwise pay for the information solicited. Any and all expenses incurred by the Respondent in pursuing this opportunity, including the provision of information and potential visits, are at the Respondent's sole risk and expense.

Any discussions on this subject with project staff representing DND, PWGSC, ISEDC or any other GoC representative or other personnel involved in project activities, must not be construed as an offer to purchase or as a commitment by DND, PWGSC, ISEDC or GoC.

Respondents may provide documents / information / data collected as commercial-in-confidence (and if identified as such, will be treated accordingly by Canada). However, Canada reserves the right to use the information to assist them in drafting performance specifications and for budgetary purposes in consultation with both national and international stakeholders. Requirements are subject to change, which may be as a result of information provided in response to this LOI #1. Participants are advised that any information submitted to Canada in response to this LOI #1 may, or may not, be used by Canada in the development of the potential subsequent RFP. The issuance of this LOI #1 does not create an obligation for Canada to issue a subsequent RFP and does not bind Canada legally or otherwise, to enter into any agreement or to accept or reject any suggestions.

Respondents are encouraged to clearly identify, in writing, in the information they share with Canada, any information they feel is commercial-in-confidence, proprietary, third party or personal. Please note that Canada may be obligated by law (e.g. in response

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to a request under the Access to Information and Privacy Act) to disclose proprietary or commercially-sensitive information concerning a Respondent (for more information: <http://laws-lois.justice.gc.ca/eng/acts/a-1/>).

Respondents are asked to identify, in writing, if their response, or any part of their

response, is subject to the Controlled Goods Regulations.

Participation in this LOI #1 is encouraged, but is not mandatory. There will be no short-listing of potential suppliers for the purposes of undertaking any future work as a result of this LOI #1. Similarly, participation in this LOI #1 is not a condition or prerequisite for the participation in any potential subsequent solicitation.

Respondents will not be reimbursed for any cost incurred by participating in this LOI #1.

Media cannot participate in the plenary LOI #1 Industry Day Session and One-on-One Sessions.

No electronic recordings, audio or visual, will be permitted during the plenary LOI #1 Industry Day and One-on-One Sessions.

The draft Statement of Work (SOW) is subject to change based on the evolution of the requirement.

Attached Documents:

- Annex A – Rules of Engagement
 - Appendix 1 – Rules of Engagement Agreement
 - Appendix 2 – One-on-One Sessions Sign-Up Sheet
 - Annex B – Non-Disclosure Agreement
 - Annex C – One-on-One Sessions - Response Template
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- Annex D – DND Pricing Requirements
 - Annex E - Proposed Value Proposition Approach – Industrial and Technological Benefits Policy
 - Annex F – Proposed Draft Request for Proposal (RFP)

8. Closing date for the Letter of Interest (LOI #1):





The LOI #1 (Industry Engagement) closing date is currently planned for September 28, 2016.



Tactical Control Radar Modernization Project

Letter of Interest (LOI #1) - N° W8475-155257

Industry Engagement Process

Annex A – Rules of Engagement

RULES OF ENGAGEMENT:

1. This Industry consultative process will be conducted with the utmost fairness and equity between all Parties. No individual or organization must receive nor be perceived to have received any unusual, preferential or unfair advantage over the others during this consultation.
2. Participation in this industry consultation process requires attendees to sign and return the Rules of Engagement Agreement attached at Annex A, Appendix 1 and the Non-Disclosure Agreement attached at Annex B. By signing Annex A, Appendix 1, Participants agree to abide by the Rules of Engagement (ROE) contained herein. By signing Annex B, Participants agree to abide by the terms set out therein. This Engagement Agreement will apply beginning with the signing of this Engagement Agreement and concluding with the release of the RFP on the Government Electronic Tendering Service (GETS), www.BuyandSell.gc.ca.
3. All documentation provided by Canada throughout the LOI #1 Industry Engagement Process will be provided to all participants who have agreed to and signed an Engagement Agreement ("Participant").
4. The LOI #1 Industry Engagement Process will consist of an Industry Day, One-on-One Sessions, and any other events deemed necessary by Canada.
5. The LOI #1 Industry Day and One-on-One Sessions will be hosted by Canada (including PWGSC, DND and ISEDC) and will be attended by potential vendors.
6. A copy of the ROE Agreement must be signed by each individual representative participating in the One-on-One Sessions.



7. In order to maximize the benefits of the consultative process, Canada will endeavor to solicit relevant feedback and comments from Participants on various issues raised relating to the definition of requirements and the sourcing process. Any solutions, ideas or issues raised during the One-on-One Sessions will be analyzed for further consideration by Canada. Questions referenced are attached at Annex C – One-on-One Sessions – Response Template.
8. Should Canada have the need for further input from the Participants, follow-on sessions with some or all Participants will be considered.
9. Canada will perform a review of Industry feedback submitted and incorporate it as it deems appropriate in the development of the RFP that will be posted on the GETS, www.BuyandSell.gc.ca.
10. Canada intends to communicate the content of the plenary LOI #1 Industry Day and One-on-One Sessions via www.BuyandSell.gc.ca.
11. Questions, clarifications and information of a proprietary nature must be clearly identified as "proprietary" or "Commercial-in-Confidence" by Participants.
12. Canada will not disclose proprietary or commercially sensitive information concerning a Participant to other Participants or third parties, except and only to the extent required by law.
13. Canada intends to distribute the names and coordinates of all Participants to all those in attendance at the end of the Industry Interaction. Should a Participant not want their name and coordinates distributed, please indicate so in Annex A, Appendix 1 – Rules of Engagement Agreement.
14. Participation in the consultative process is not a condition or prerequisite for the participation in any RFP.

Terms and Conditions:

1. The following terms and conditions apply to the Industry Engagement process. In order to encourage open dialogue and a fair and transparent process, Participants agree to the following:
 - a. Participants must register for the LOI #1 One-on-One Sessions by signing and returning the Rules of Engagement Agreement, no later than September

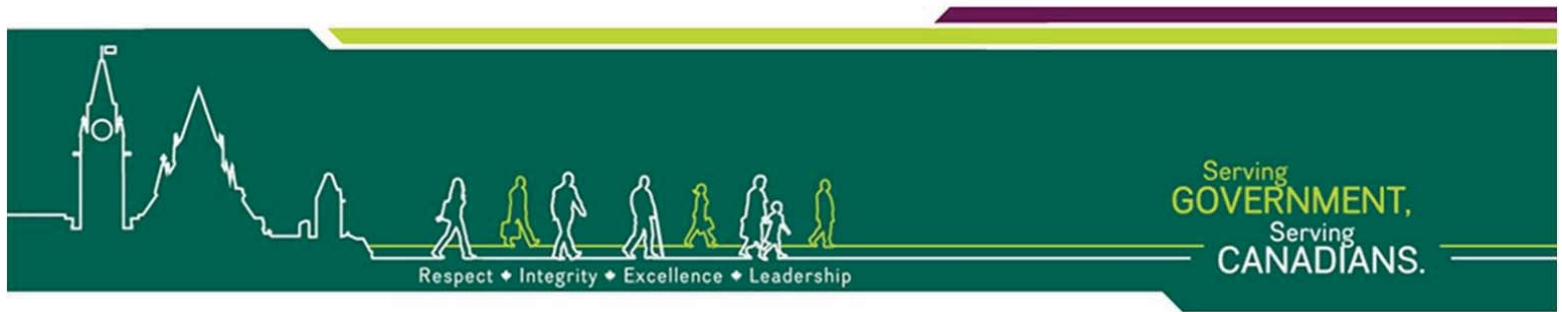




7, 2016. Participants can indicate their preferred time slot in their request for registration by filling out Annex A, Appendix 1 – Rules of Engagement Agreement. The time slots of the One-on-One Sessions are indicated in Annex A, Appendix 2 – One-on-One Sessions Sign-Up Sheet. A maximum of five (5) Participants per interested firm can sign up to the One-on-One Sessions;

- b. Registration of Participants must be submitted by e-mail to the PWGSC Contracting Authority identified herein at Section 6 above;
- c. During the LOI #1 Industry Day and One-on-One Sessions, Participants are to direct all inquiries and comments only to authorized representatives of Canada, as directed in notices given by Canada;
- d. Canada requires Participants to NOT reveal or discuss any information or documentation to the Media regarding the TCR Modernization Project during this Industry Consultative process. If Participants receive a question from the Media, Participants are to direct the Media to contact the PWGSC Media Relations Office at 819-420-5501 or by e-mail at media@pwgsc-tpsgc.gc.ca;
- e. Media are not permitted to participate in the industry plenary LOI #1 Industry Day Session or One-on-One Sessions;
- f. Canada is not obligated to issue any RFP, or to negotiate any contract for the TCR Modernization Project as a result of this Industry consultative process;
- g. If Canada does release an RFP, the terms and conditions of the RFP will be at the sole discretion of Canada;
- h. Canada will not reimburse any person or entity for any cost incurred in participating in this Industry consultation process;
- i. Participants are encouraged to provide feedback concerning the TCR Modernization Project and to provide constructive resolutions to the issues in question. All Participants will have equal opportunity to share their ideas and suggestions;
- j. Participation is not a mandatory requirement. Not participating in this LOI #1 Consultation Process will not preclude a bidder from submitting a proposal(s)





on an upcoming competitive procurement process;

- k. Failure to sign the ROE will prevent Participants from participating in the LOI #1 Industry Day and One-on-One Sessions, or any further information relating to this LOI #1 Industry Consultation process, and;
 - l. It is requested that the contact information (name, phone number, e-mail address) for the company representative be provided with this signed agreement.
2. The terms and conditions outlined above are to be respected by all Participants, in order to ensure a fair consultation process and generate a discussion that will be beneficial to both Canada and Industry. Failure to comply with any of those may result in the company becoming ineligible to continue as a Participant of the TCR Modernization Project Industry Consultative process.
3. By signing this document, the individual represents that he/she has full authority to bind the company listed below and that the individual and the company agree to be bound by all the terms and conditions contained herein.



**Tactical Control Radar Modernization Project
Letter of Interest (LOI #1) - N° W8475-155257**

Industry Engagement Process

Annex A, Appendix 1 – Rules of Engagement Agreement

Attendance at the plenary LOI #1 Industry Day and One-on-One Industry Engagement Sessions for the TCR Modernization Project is open to all interested Participants and is conditional on the formal acceptance of this Industry Rules of Engagement Agreement.

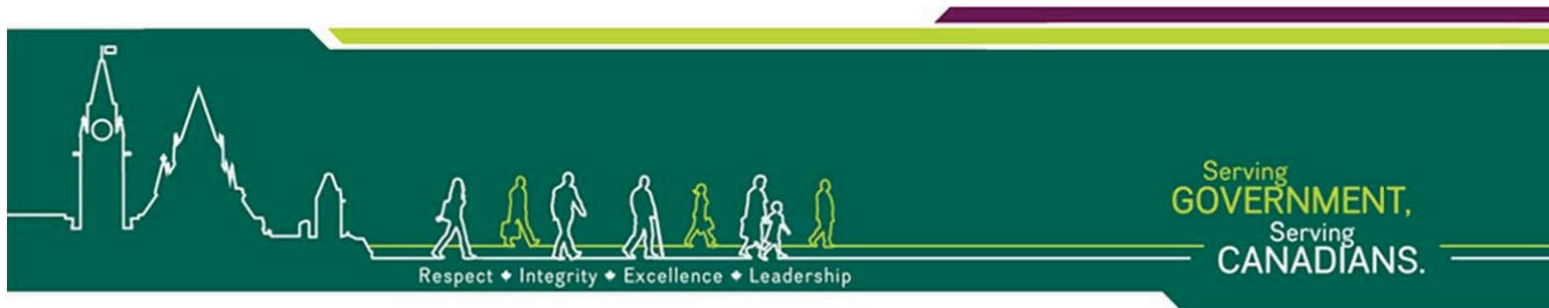
Due to the nature of the LOI #1 Industry Engagement and the information sought by Canada, One-on-One Sessions will be scheduled on a priority basis. Participants interested in attending the One-on-One Sessions are required to identify, in the table below, their preferred choices for the One-on-One Sessions. The available time slots for the One-on-One Sessions are attached at Annex A, Appendix 2 – One-on-One Sessions Sign-Up Sheet.

In addition, should a Participant wish to take part in a One-on-One Session, the Participant is expected to attach and return a brief explanation of the nature of its business, in writing, to the PWGSC Contracting Authority, identified herein at Section 6 above, on or before September 7, 2016.

A duly authorized officer of the company shall sign this Industry Rules of Engagement Agreement in this regard.

Participants' LOI #1 One-on-One Sessions Preferred Choices





Choice #:	Identify either Day 2 or Day 3:	Identify Preferred Time:
#1:		
#2:		
#3:		
#4:		

Name of Participant Company (please print):

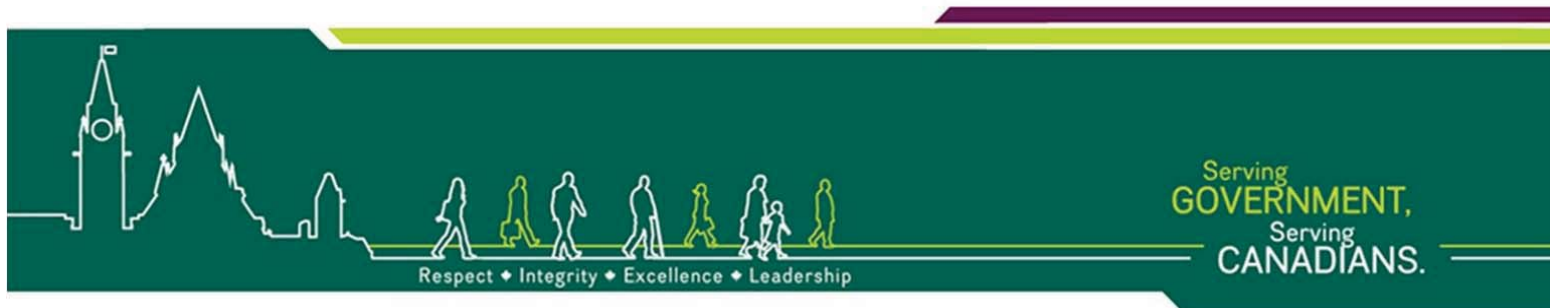
Language of Preference: ☐ English ☐ French

List of Company's Participants: Please provide the required information as per table below (up to a maximum of 5 participants per company):

1.	Name and Title of Individual:	
	Telephone Number:	
	E-mail:	
	Signature:	
	Date:	



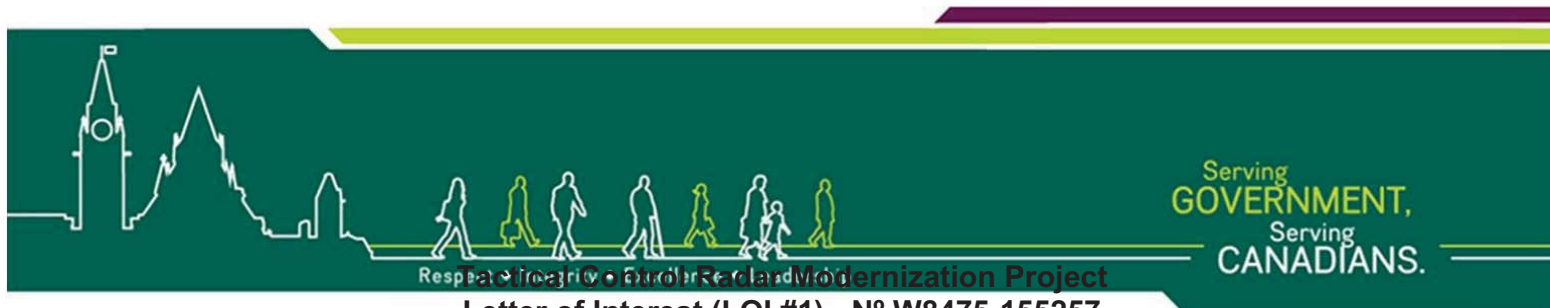
2.	Name and Title of Individual:	
	Telephone Number:	
	E-mail:	
	Signature:	
	Date:	
3.	Name and Title of Individual:	
	Telephone Number:	
	E-mail:	
	Signature:	
	Date:	
4.	Name and Title of Individual:	
	Telephone Number:	
	E-mail:	
	Signature:	
	Date:	



5.	Name and Title of Individual:	
	Telephone Number:	
	E-mail:	
	Signature:	
	Date:	

Please indicate if the Company's Distribution Coordinates, as per table above, may be shared with other Industry Participants: ☐ Yes ☐ No





Industry Engagement Process

Annex A, Appendix 2 –One-on-One Sessions Sign-Up Sheet

Date: September 19 to 21, 2016

Location of the Plenary Industry Day and One-on-One Session: 455 Boulevard de la Carrière, Gatineau, Quebec.

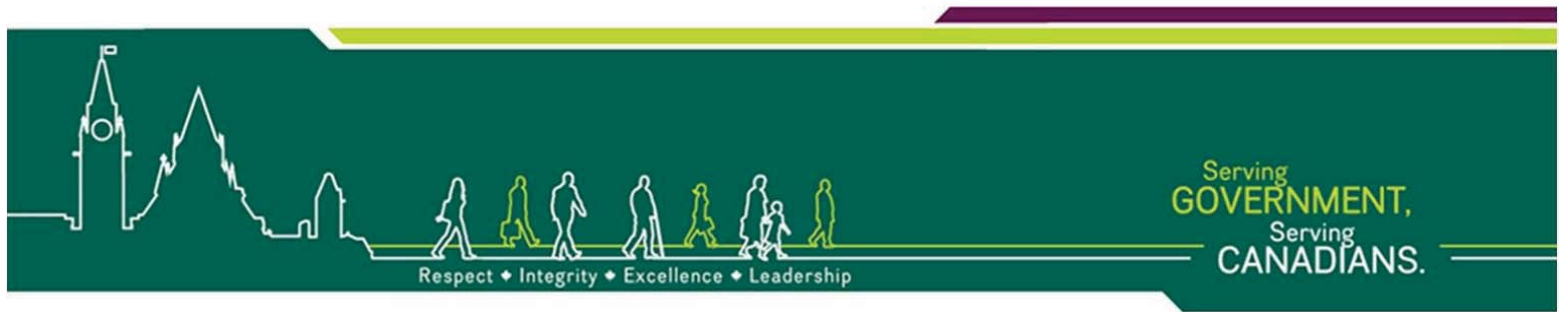
PWGSC	DND	ISED	Fairness Monitor
Aidan O'Brien, Acting Manager	Barry Stokes, Project Manager	Efim Chor, Project Manager	Elizabeth Buckingham
Suzanne Chénier, Contracting Authority	Marie Kiroopoulos, Deputy Project Manager		
Darren Langdon, Supply Specialist	Gilles Nadon, Senior Systems Engineer		
	Major Michael Kallio, Project Director		
	Melissa Childs, Procurement and Finance Officer		

08:30 – 12:00	Day 1	DAY 1 – PLENARY LOI #1 INDUSTRY DAY SESSION Date: September 19, 2016
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Tactical Control Radar Modernization Project

		DAY 2 - LOI #1 ONE-ON-ONE SESSIONS Date: September 20, 2016
08:30 – 10:00	Day 2	1 st One-on-One Session
10:00 – 10:15		BREAK
10:15 – 11:45		2 nd One-on-One Session
12:00 – 13:00		LUNCH BREAK
13:00 – 14:30		3 rd One-on-One Session
14:30 – 14:45		BREAK
14:45 – 16:15		4 th One-on-One Session
		DAY 3 - LOI #1 ONE-ON-ONE SESSIONS Date: September 21, 2016
08:30 – 10:00	Day 3	5 th One-on-One Session
10:00 – 10:15		BREAK
10:15 – 11:45		6 th One-on-One Session
12:00 – 13:00		LUNCH BREAK
13:00 – 14:30		7 th One-on-One Session
14:30 – 14:45		BREAK
14:45 – 16:15		8 th One-on-One Session

Letter of Interest (LOI #1) - N° W8475-155257



Industry Engagement Process

Annex B – Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT

Distribution of the information package for the TCR Modernization Project is conditional on the signature of this Non-Disclosure Agreement. Each Participant must sign the Non-Disclosure Agreement in order to receive the information package.

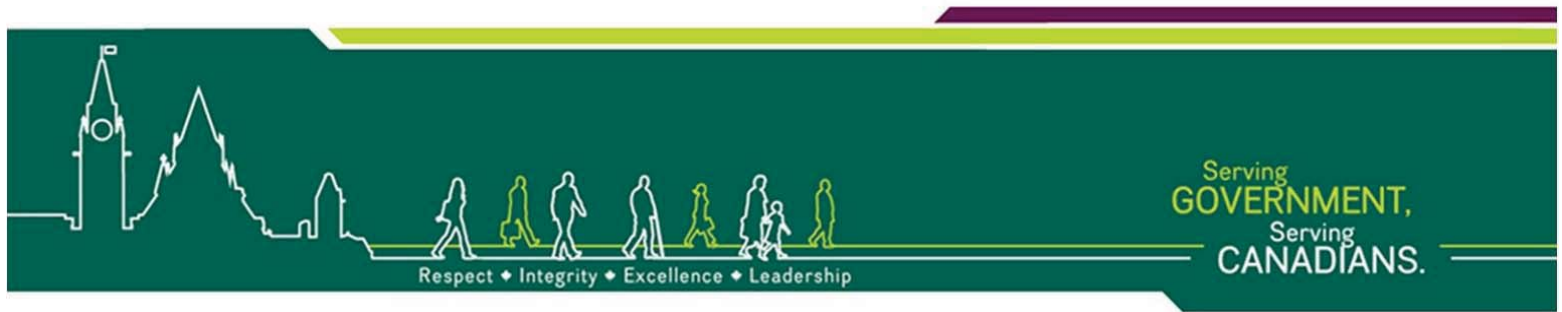
I, _____ (name, please print), recognize that in the course of my work as an employee of _____ (please print), I may be given access to information by or on behalf of Canada, pursuant to the LOI #1 W8475-155257/A. For the purposes of this agreement, information includes but is not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the Letter of Interest process.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Company Participant by or on behalf of Canada must be used solely for the purpose of responding to the LOI #1 and must remain the property of Canada or a third party, as the case may be.

I agree to remain bound by this agreement after the completion of the LOI #1 W8475-





155257/A.

Signature

Title

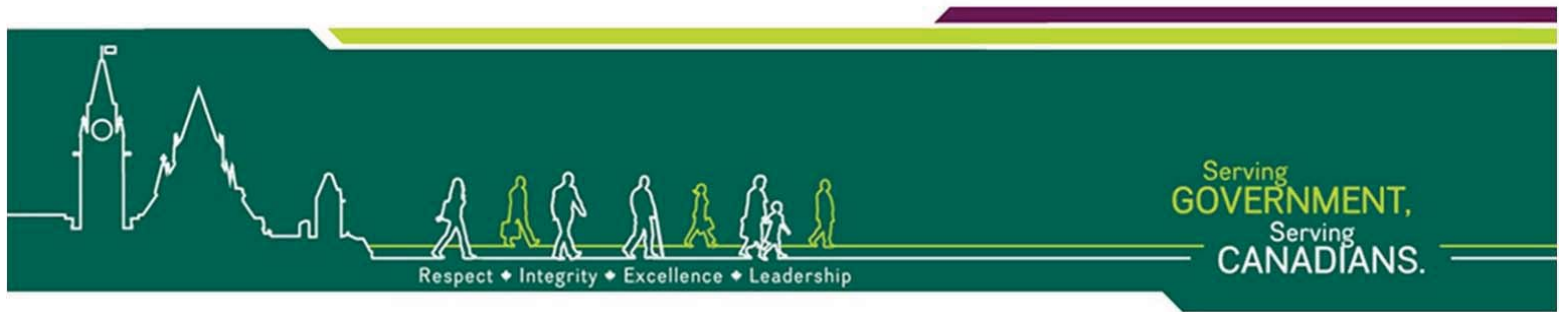
Date



Public Works and
Government Services
Canada

Travaux publics et
Services gouvernementaux
Canada

Canada



**Tactical Control Radar Modernization Project
Letter of Interest (LOI #1) - N° W8475-155257**

Industry Engagement Process

Annex C – One-on-One Sessions – Response Template

*Note: Header Information to be provided in Company's format

TACTICAL CONTROL RADAR (TCR) MODERNIZATION PROJECT

Industry Engagement
Proposed Discussion Topics
DATE
Company (Company Name) Response

*Note: This template is being provided to assist Canada to prepare for the One-on-One Sessions and to facilitate the consultative process. Your written response to the following proposed discussion topics and questions and additional topics are encouraged but optional.

On this title page, please provide:

Company Information (Company Name, Address, Web address, etc.)
Contact Information (Name, Title, Phone, E-mail Address)
Document Protection Level (Optional)
Header Information in Company's format

Footer Information in Company's format Page X of X

The intent of this document is to present possible topics for discussion to promote open dialogue while working in consultation and collaboration with Industry in identifying how they propose to meet Canada's TCR Modernization Project requirements. This collection of topics is by no means exhaustive and Canada encourages participants to bring forward





any other key issues that they consider to be relevant.

Consideration of and responses to this document will play an important role in this consultative process by fostering open discussion.

INSTRUCTIONS:

1. This document template is intended to provide guidance to Industry in preparing for the TCR Modernization Project One-on-One meetings and their discussion papers. It is not expected that all questions will elicit a response; neither should submissions be constrained by the questions or topics of discussion.
2. Use the written format of your choice, but keep the same section numbering to facilitate Canada's analysis of all responses.
3. The number of pages of your response is not limited. However, it is requested responses not exceed 20 pages single sided standard business format.
4. Written responses are to be provided electronically in MS Word or PDF format.

Section 1: Executive Summary

- 1-1 Describe if you are an Original Equipment Manufacturer (OEM) or a potential supplier/distributor.
- 1-2 Outline your interest in the procurement of radars.
- 1-3 What products are you currently providing that are similar to the TCR Modernization Project requirement?
- 1-4 Does your company currently have operations in Canada?
- 1-5 Insert your key conclusions and recommendations.

Section 2: Delivery Solutions





2-1 What would be a reasonable delivery schedule?

Section 3: Request for Proposal

3-1 How much time does your company believe that the RFP should be posted on BuyandSell.gc.ca?

3-2 Identify any issues or concerns that may be caused by Canada requesting TCR Systems.

3-3 Does your company have readily available TCR Systems?

Section 4: Contract Terms

4-1 Please provide any suggestions that would allow for effective pricing strategy and Basis of Payment on this requirement.

4-2 The standard PWGSC contract template for standard procurement will be used to develop this RFP and resulting contract. Please indicate if there are any issues should your company provide TCR Systems.

4-3 Identify any issues and provide comments on potential exchange rate fluctuation.

Section 5: Industrial and Technological Benefits (ITB), including Value Proposition (VP)

5-1 VP Evaluation Questions – Defence Sector

5-1.1 How much direct work, as a percentage of bid price, related to this procurement will you undertake in Canada and in what areas?

5-1.2 To what extent will you be able to submit identified transactions for direct work at time of bid, as a percentage of bid price?

5-2 VP Evaluation Questions - Canadian Supplier Development



5-2.1 How do you intend to enhance Canadian presence within your supply chain in defence and commercial sectors of the economy?

5-2.2 Generally, 15% Small and Medium Business (SMB) participation is a minimum mandatory requirement. Should Canada motivate SMB activities above this mandatory requirement? Please explain.

5-3 VP Evaluation Questions - Research and Development (R&D)

5-3.1 What R&D investments in Canada do you plan on making as a result of this procurement in either defence or commercial sectors? To what extent, as either a percentage of bid price or in absolute dollar value terms will you be able to commit at bid time?

5-3.2 Should more points be awarded to commitment in R&D activities related to radar technologies for either defence or commercial applications?

5-4 VP Evaluation Questions - Exports

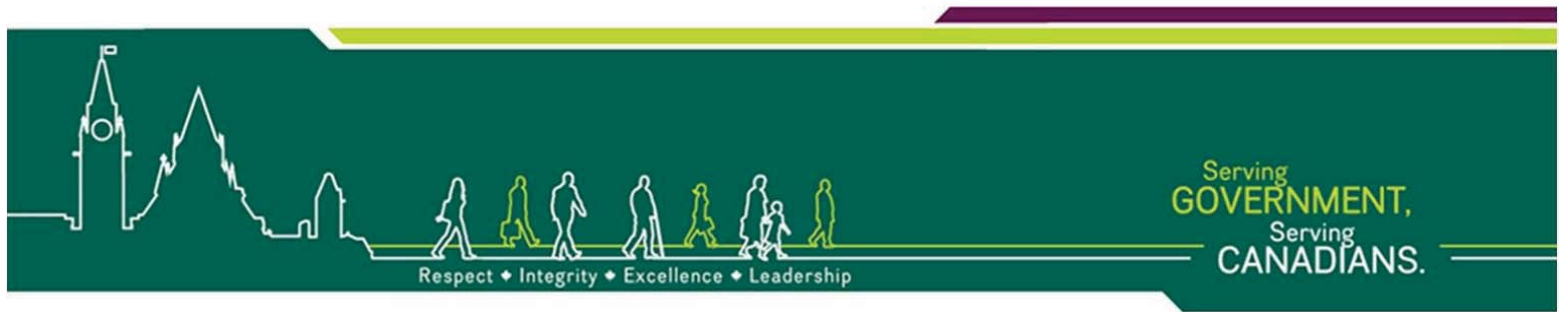
5-4.1 To what extent as a percentage of bid price, will you be able to commit to export activities for Canadian-based operations?

5-4.2 Recognizing that in-service support is a strategic capability and that Canada has strength related to systems training, to what extent will you be able to commit to exporting radar training and sustainment activities from Canada?

5-4.3 Are there other high-value activities in Canada across all sectors of the economy that can be exported as a result of this procurement?

5-5 VP Evaluation Questions - Other

5-5.1 Are there other high-value business activities not captured by the proposed VP evaluation framework, which you believe would strengthen the



Canadian economy?

- 5-5.2 Generally, VP accounts for 10% of the total evaluation score in relation to price and technical merit. Please provide your recommended weighting for this procurement with supporting rationale.
- 5-5.3 Please provide your weighting recommendation for the proposed VP evaluation criteria (total of 100%):
- Defence Sector
 - Supplier Development
 - Research and Development
 - Exports
 - Other (if applicable)

Section 6: Risks and Benefits

- 6-1** Identify any potential risks and benefits to Canada. Include any mitigation strategies you would deem necessary in order for your proposed solution to be viable.

Section 7: Other Comments

- 7-1** Indicate any other areas of concern or suggested improvements to the proposed Statement of Work and evaluation criteria.
- 7-2** Are there any other key issues that your company considers relevant?



**Tactical Control Radar Modernization Project
Letter of Interest (LOI #1) - N° W8475-155257**

Industry Engagement Process

Annex D – DND Pricing Requirements

The following table is provided as a guide for providing the pricing data requested by the Department of National Defence in an order to understand the affordability of this requirement.

Part 1: Price & Assumptions

Price:

The price must be all inclusive of Cost and Mark-up.¹ Industry is to provide their pricing information in the currency of their choice. Pricing Information is requested at both Levels 1 and 2 of the price breakdown shown in Table 1.

Pricing information is requested under the assumption that the contract would be issued for two (2) transportable 3D Long-Range Air Defence Tactical Control Radar (TCR) systems with the option for a third as described in the attached Statement of Work, and therefore it is requested that prices pertaining to the optional third radar system be separated from the prices of acquiring the two mandatory systems.

Pricing related to the In-Service Support (ISS) portion of the work should be based on the price of a five year option period as defined in Appendix 27 of Annex A, Statement of Work (SOW).

¹ Mark-up:

1. Defence Production Act. The amount added to cost in determining the selling price to cover overhead and profit.
2. The difference between the contractor's laid-down cost for a product or service and its resale price to Canada, Goods and Services Tax and/or the Harmonized Sales Tax excluded. Mark-up includes applicable purchasing expense, internal handling and general and administrative expenses, plus profit.
3. The amount added to the cost of merchandise or service to arrive at the price at which it will be offered for sale. This refers to an addition to a previously established selling price of goods for sale. (2010-01-11) (majoration)

Table 1: Pricing Table Template

Price Breakdown Structure		Mandatory Work Described in the Attached SOW and Appendices as it relates to the first two radar systems		Work Described in the Attached SOW and Appendices for the Optional Third Radar System	
Level 1	Level 2	Price	Assumptions*	Price	Assumptions*
1.0 Acquisition	<p>Note the estimated total price of 1.0 Acquisition is to be inclusive of the estimated prices of 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6 listed below.</p>	\$			
	1.1 Contractor Program Management	\$			
	<p>Below is a list of items that should be included, at a minimum, in the total estimated price of 1.1 above.</p> <ul style="list-style-type: none"> Salaries/Labour; Scheduling; Project Monitoring and Reports; Project Management Reviews and Meetings; <ul style="list-style-type: none"> Initial Project Review (IPR); Progress Review Meetings (PRM); Final Project Review (FPR); Quality Assurance Program (QAP); Configuration Management; <ul style="list-style-type: none"> Configuration Management Plan (CMP); Requests for Deviations; Requests for Engineering Change Proposals and Specification Change Notice; Data Management; <ul style="list-style-type: none"> Engineering Data; Management Data; Support Data; Data Depository; and Existing Training Manuals. 				
	1.2 Studies and Analysis	\$			

Price Breakdown Structure		Mandatory Work Described in the Attached SOW and Appendices as it relates to the first two radar systems		Work Described in the Attached SOW and Appendices for the Optional Third Radar System	
Level 1	Level 2	Price	Assumptions*	Price	Assumptions*
	<p>Below is a list of items that should be included, at a minimum, in the total estimated price of 1.2 above.</p> <ul style="list-style-type: none"> Logistics Support Analysis; Maintenance Planning: <ul style="list-style-type: none"> Reliability and Maintainability Predictions Data; Economic Level of Repair Analysis; Sparing Analysis; Maintenance Plan; Repair and Overhaul Plan; and Sustainment Plan. 				
	1.3 Equipment/Radar System	\$			

Price Breakdown Structure		Mandatory Work Described in the Attached SOW and Appendices as it relates to the first two radar systems		Work Described in the Attached SOW and Appendices for the Optional Third Radar System	
Level 1	Level 2	Price	Assumptions*	Price	Assumptions*
	<p>Below is a list of items that should be included, at a minimum, in the total estimated price of 1.3 above.</p> <ul style="list-style-type: none"> • Radar Main Mission System; <ul style="list-style-type: none"> ◦ Receiver; ◦ Transmitter; ◦ Antenna; ◦ Signalling Unit; ◦ Audio Sharing Unit; ◦ Radar Subsystem Integration, Assembly Test and Check out; • Radar Main Mission System Software Release; <ul style="list-style-type: none"> ◦ Radar Applications Software; ◦ Radar System Software; ◦ Radar Integration, Assembly Test and Check out; • Integrated Logistics Support (ILS); <ul style="list-style-type: none"> ◦ ILS Plan; ◦ ILS Management; ◦ ILS Manager (salaries); ◦ Supportability including consumables; ◦ Initial Provisioning; • Support System/Equipment; <ul style="list-style-type: none"> ◦ Peculiar Support Equipment; and ◦ Common Support Equipment. 				
	1.4 Systems Integration	\$			

Price Breakdown Structure		Mandatory Work Described in the Attached SOW and Appendices as it relates to the first two radar systems		Work Described in the Attached SOW and Appendices for the Optional Third Radar System	
Level 1	Level 2	Price	Assumptions*	Price	Assumptions*
	<p>Below is a list of items that should be included, at a minimum, in the total estimated price of 1.4 above.</p> <ul style="list-style-type: none"> Subsystems integration; <ul style="list-style-type: none"> Hardware; Software; Secondary Surveillance Radar; Radar Subsystem Processing; AFCCIS Display; Console-General; Display requirements; Mode 4/5; Tabular Display; Maps; Special Points; Bearing/Range; System Monitoring and Control; Operator and Maintenance Controls; Performance Monitoring; Real-Time Quality Control targets; Time Space Position; Information System; Communications; Recording; Satellite Communications; Tactical Data Link; and Miscellaneous Equipment. 				
	1.5 Deployment	\$			

Price Breakdown Structure		Mandatory Work Described in the Attached SOW and Appendices as it relates to the first two radar systems		Work Described in the Attached SOW and Appendices for the Optional Third Radar System	
Level 1	Level 2	Price	Assumptions*	Price	Assumptions*
	<p>Below is a list of items that should be included, at a minimum, in the total estimated price of 1.5 above.</p> <ul style="list-style-type: none"> Final Acceptance Test; <ul style="list-style-type: none"> Test Readiness Review; Factory Acceptance Tests; Site Acceptance Tests; Packaging, Handling, Storage, and Transportability (PHST); <ul style="list-style-type: none"> Readying for delivery; Marking of Packages; Bar coding; Installation and set-to-work; <ul style="list-style-type: none"> Equipment Installation at end user location; Site preparation; Initial Training; <ul style="list-style-type: none"> Equipment; Services; and Training Location. 				
	1.6 Infrastructure/Facilities Design-Build	\$			

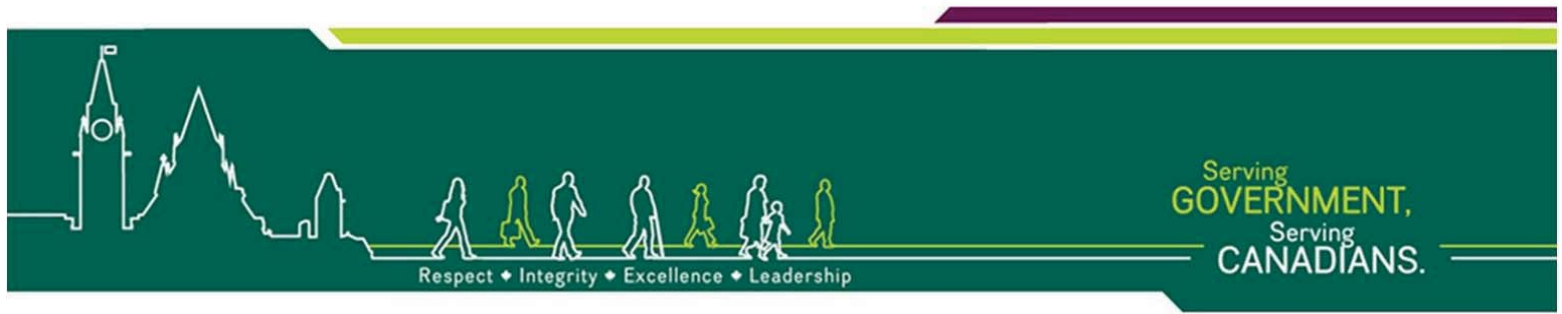
Price Breakdown Structure		Mandatory Work Described in the Attached SOW and Appendices as it relates to the first two radar systems		Work Described in the Attached SOW and Appendices for the Optional Third Radar System	
Level 1	Level 2	Price	Assumptions*	Price	Assumptions*
	<p>Below is a list of items that should be included, at a minimum, in the total estimated price of 1.6 above.</p> <ul style="list-style-type: none"> Existing facility renovation design; <ul style="list-style-type: none"> Design changes; Construction; Communications; Commissioning; Demolition; Site Security; Infrastructure project management fees; Changes to Site Services; New design- whole structure; <ul style="list-style-type: none"> Design changes; Construction; Communications; Commissioning; Demolition; Site Security; Infrastructure project management fees; Site Services; and Ancillary Equipment. 				
	<p>2.0 Sustainment (In Service Support (ISS) Option)</p> <p>Note the estimated total price of 2.0 Sustainment (In Service Support (ISS) Option) is to be inclusive of the estimated prices of 2.1, 2.2, 2.3, 2.4, 2.5, and 2.6 listed below.</p>	\$			
	2.1 Preventative/Corrective Maintenance	\$			



Price Breakdown Structure		Mandatory Work Described in the Attached SOW and Appendices as it relates to the first two radar systems		Work Described in the Attached SOW and Appendices for the Optional Third Radar System	
Level 1	Level 2	Price	Assumptions*	Price	Assumptions*
	Below is a list of items that should be included, at a minimum, in the total estimated price of 2.1 above. <ul style="list-style-type: none"> Telephone Technical Assistance line (24/7); Mobile Repair parties; Infrastructure Maintenance; and <ul style="list-style-type: none"> Building Maintenance and Repair 				
	2.2 Corrective maintenance by repair or replacement	\$			
	Below is a list of items that should be included, at a minimum, in the total estimated price of 2.2 above. <ul style="list-style-type: none"> Field modifications 				
	2.3 Corrective maintenance by rebuild or reconditioning	\$			
	2.4 Repair and overhaul	\$			
	Below is a list of items that should be included, at a minimum, in the total estimated price of 2.4 above. <ul style="list-style-type: none"> Full maintenance of system, subsystems and equipment 				
	2.5 Sustaining Support	\$			
	Below is a list of items that should be included, at a minimum, in the total estimated price of 2.5 above. <ul style="list-style-type: none"> Support Equipment maintenance and repair; Maintaining and updating technical data and publications; Service program management; Routine replenishment; and Software maintenance support. 				

Price Breakdown Structure		Mandatory Work Described in the Attached SOW and Appendices as it relates to the first two radar systems		Work Described in the Attached SOW and Appendices for the Optional Third Radar System	
Level 1	Level 2	Price	Assumptions*	Price	Assumptions*
	2.6 Continuing System Improvements	\$			
	Below is a list of items that should be included, at a minimum, in the total estimated price of 2.6 above. <ul style="list-style-type: none"> Software upgrades/releases. 				
Total of Sections 1.0 and 2.0		\$		\$	

*Assumptions may include, but are not limited to currency, inflation, foreign exchange factors applied, etc.

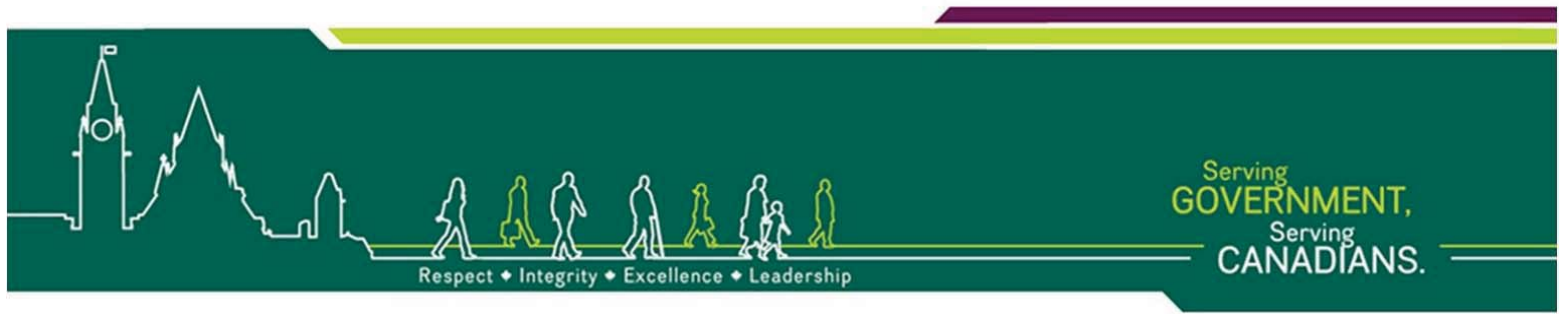


**Tactical Control Radar Modernization Project
Letter of Interest (LOI #1) - N° W8475-155257**

Industry Engagement Process

**Annex E – Proposed Value Proposition Approach -
Industrial and Technological Benefits Policy**





**Tactical Control Radar Modernization Project
Letter of Interest (LOI #1) - N° W8475-155257**

Industry Engagement Process

Annex F – Proposed Draft Request for Proposal (RFP)

(Provided as a separate attachment.)





Proposed Value Proposition Approach for the Tactical Control Radar (TCR) Modernization Project

Industrial and
Technological Benefits
Policy

August 2016



Outline

- Objective
- Defence Procurement Strategy
- Industrial and Technological Benefits Policy including Value Proposition
- Market Analysis
- Proposed Value Proposition Evaluation Framework

Objective

- The Government of Canada is consulting with industry to support the development of the Value Proposition (VP) evaluation framework for the Tactical Control Radar (TCR) Modernization procurement
 - Present highlights of internal market analysis
 - Obtain industry views on proposed VP evaluation criteria and framework
 - Seek input from industry on structuring the VP evaluation methodology to best leverage this procurement to support long-term industrial benefits in Canada
- Feedback from industry provided during the industry engagement process will be used to inform the development of a draft Value Proposition evaluation approach

Defence Procurement Strategy

- **Announced in February 2014, by the Ministers of:**
 - Public Works and Government Services (now Public Services and Procurement Canada)
 - National Defence
 - Industry Canada (now Innovation, Science and Economic Development Canada)
- **Goals:**
 - Deliver the right equipment to the Canadian Armed Forces and the Canadian Coast Guard in a timely manner
 - Leverage purchases of defence equipment and services to create jobs and economic growth in Canada
 - Streamline the defence procurement process

Industrial and Technological Benefits (ITB) Policy

- The VP Guide was released on December 19th, 2014
- Four objectives
 - Support the long-term sustainability and growth of Canada's defence sector
 - Support the growth of prime contractors and suppliers in Canada, including small and medium-sized enterprises in all regions of the country
 - Enhance innovation through R&D in Canada
 - Increase the export potential of Canadian-based firms

The ITB Policy will be broadly applied

- **The ITB policy will apply to:**
 - All eligible defence procurement over \$100 million
 - All eligible Canadian Coast Guard procurements over \$100 million and for which the National Security Exception applies
 - All eligible defence procurements with contract values between \$20 – \$100 million will be reviewed for the use of Value Proposition

The Value Proposition (VP)

- Winning bidders are now selected on the basis of price, technical merit and *their Value Proposition*
- The VP includes bidder's commitment to undertake work in Canada and will generally account for 10 percent of the overall score
- Companies awarded procurement contracts must undertake business activity in Canada equal to the value of the contract

Value Proposition

- Commitments/activities proposed at bid time
- Rated and weighted during bid evaluation

Outstanding Obligation

- Activities identified after contract award
- Brings identified activities up to 100 percent of contract value

VP Framework: Proposed Evaluation Criteria Example

Defence Sector

- Work in Canada specific to the procurement
- May include work in Canada's defence sector

Canadian Supplier Development

- Work undertaken by suppliers in Canada
- Work undertaken by SMB suppliers in Canada

R&D

- R&D undertaken in Canada
- R&D in Canadian post-secondary institutions

Exports

- Strategy to export the procured product from Canada
- May include incremental exports in any sector

The VP Guide is a flexible framework

On a **procurement-by-procurement basis**, there is flexibility to:

- Increase/decrease the 10% weight of the VP
- Weigh individual evaluation criteria differently
- Apply all or some of the evaluation criteria
- Add additional evaluation criteria
- Apply mandatory requirements
- Develop different rating grids

Informed by:

**Industry
engagement**

**Research and
analysis**

3rd party experts

Market Research and Analysis

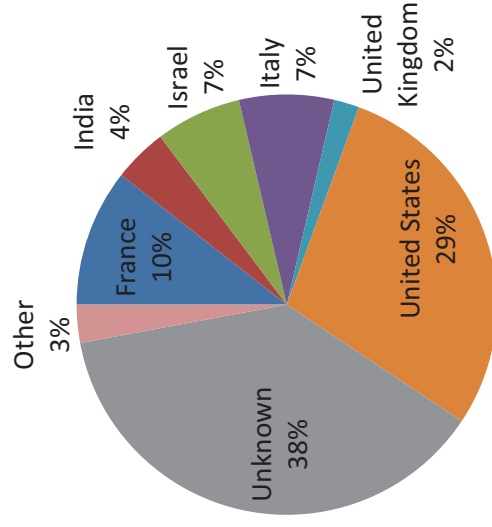
- Objective
 - Develop sound, factual market and bidders analysis to provide information on leveraging opportunities related to the TCR Modernization project and inform the development of the Value Proposition
- Key Sources of information
 - IHS Jane's and Avascent international defence sector independent research databases
 - Regional Development Agencies (RDAs) and Other Government Departments' industry capability analysis

Global Long Range Ground-To-Air Military Radar Market

- Country of final assembly is undetermined for considerable level of market activity for a period of 2015 to 2020

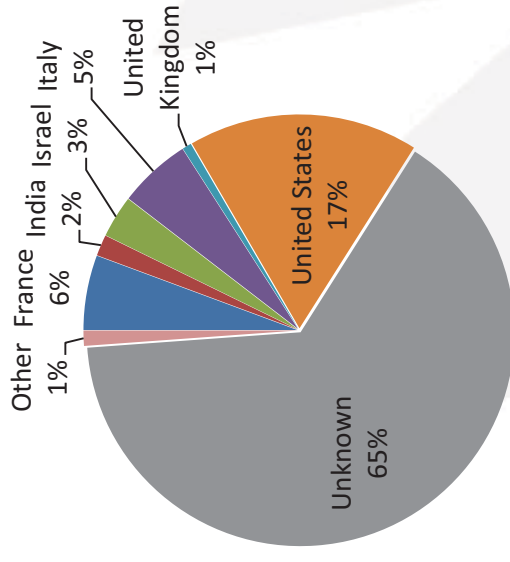
Revenue by Country of Final Assembly ,

2015-2019



Revenue by Country of Final Assembly,

2020-2024



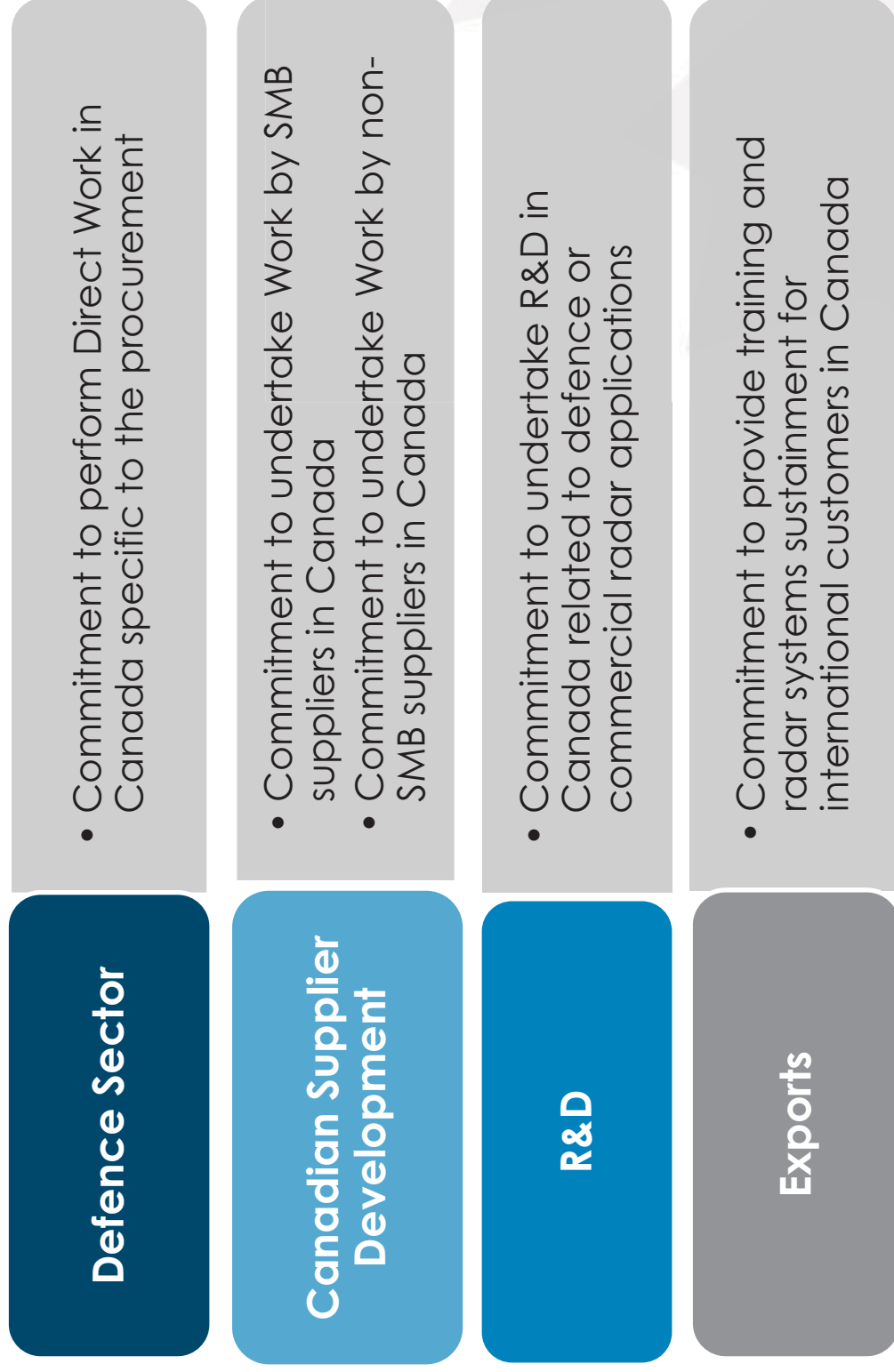
Market Research and Analysis

- The global military radar market is estimated at US \$231B over 2015-2024
- The military long-range, ground-to-air radar market segment represents about 5%-7% of the overall military radar market
 - Air search and early warning systems account for vast majority of this market segment
 - Production and supplier logistics are key revenue streams
- Long-range, ground-to-air military radar market is expected to grow by about 80% to \$7.9B by 2020-2024
- Canada represents approximately 2% of demand for long-range, ground-to-air military radar market
- As a country of final assembly, Canada has less than 1% of the global long-range, ground-to-air military radar market

Strategic Considerations for VP

- Canada has a relatively limited industrial capability related to the military radar market
- An existing Canadian supply chain consists of the following related capabilities:
 - Program management
 - Sub-system components providers
 - System integration, installation and testing
 - Integrated logistics support including training
 - In-service support
- Within the global military radar maker, R&D activities are driven primarily by government funded activities
- Given the strong growth projections for long-range, ground-to-air radar military market, high value export opportunities may be realized in partnership with Canadian companies, particularly with regards to training.
- Third party analysis indicates strong potential for indirect R&D opportunities in Canada as well as leveraging of existing industrial capabilities in the commercial radar market

TCR Modernization - Proposed VP Evaluation Criteria



VP Evaluation Questions

Defence Sector

Objective:

Motivate direct work in Canada to develop and enhance industrial capabilities related to this procurement.

1. How much direct work, as a percentage of bid price, related to this procurement will you undertake in Canada and in what areas?
2. To what extent will you be able to submit identified transactions for direct work at time of bid, as a percentage of bid price?

VP Evaluation Questions

Supplier Development

Objective:

Expand and grow Canadian supply chains in defence and commercial sectors.

1. How do you intend to enhance Canadian presence within your supply chain in defence and commercial sectors of the economy?
2. Generally, 15% Small and Medium Business (SMB) participation is a minimum mandatory requirement. Should Canada motivate SMB activities above this mandatory requirement? Please explain.

VP Evaluation Questions

Research and Development (R&D)

Objective:

Incentivize investment in R&D activities in Canada in radar technologies and other high-value areas.

1. What R&D investments in Canada do you plan on making as a result of this procurement in either defence or commercial sectors? To what extent, as either a percentage of bid price or in absolute dollar value terms will you be able to commit at bid time?
2. Should more points be awarded to commitment in R&D activities related to radar technologies for either defence or commercial applications?

VP Evaluation Questions

Exports

Objective:

Position Canadian companies to pursue export opportunities related to defence or commercial radar markets.

1. To what extent as a percentage of bid price, will you be able to commit to export activities for Canadian-based operations?
2. Recognizing that in-service support is a strategic capability and that Canada has strength related to systems training, to what extent will you be able to commit to exporting radar training and sustainment activities from Canada?
3. Are there other high-value activities in Canada across all sectors of the economy that can be exported as a result of this procurement?

VP Evaluation Questions - Other

1. Are there other high-value business activities not captured by the proposed VP evaluation framework, which you believe would strengthen the Canadian economy?
2. Generally, VP accounts for 10% of the total evaluation score in relation to price and technical merit. Please provide your recommended weighting for this procurement with supporting rationale.
3. Please provide your weighting recommendation for the proposed VP evaluation criteria (total of 100%):
 - Defence Sector
 - Supplier Development
 - Research and Development
 - Exports
 - Other (if applicable)

More Information

1. For more information on Industrial and Technological Benefits as well as the Value Proposition Guide, please visit: <http://www.ic.gc.ca/itb>
2. Please provide your written feedback to the questions on the Proposed Value Proposition Framework for the TCR Modernization Project by September 28, 2016
3. Questions regarding clarification, as well as scheduling of one-on-one meetings following the release of the Letter of Interest must be sent to the Contracting Authority
4. After assessing industry feedback resulting from this LOI, Canada will release in early 2017, draft RFP ITB documents consisting of bidder instructions, evaluations plan and terms and conditions.

Canada

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1. PART 1 - GENERAL INFORMATION

1.1 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 and Additional Information: includes the certifications and additional information 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.

1.1.1. The Annexes include the Statement of Work (SOW), the Milestone Description, Achievement Criteria and Basis of Payment, the Security Requirements Checklist, the Bid Evaluation Matrix, the Equipment Demonstration Evaluation Matrix, the Industrial and Technological Benefits including Value Proposition, Insurance Requirements, Federal Contractors Program for Employment Equity – Certification, the Confidentiality Agreement, and the DND 626 Task Authorization Form.

1.2. Summary

1.2.1. This bid solicitation is intended to result in the award of a contract for three (3) years, plus extensions totaling of up to twenty (20) years if the In-Service Support option is exercised.

1.2.2. The resulting contract will require delivery of the first transportable 3D Long-Range Air Defence Tactical Control Radar (TCR) system to 42 Radar Squadron at 4 Wing Cold Lake Alberta within twenty-four (24) months of contract award and delivery of the second transportable 3D Long-Range Air Defence Tactical Control Radar (TCR) system to 12e Escadron de radar at 3ere Bagotville, Quebec within thirty (30) months of contract award. Delivery of the optional third system will occur when the option is called upon.

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

1.2.4. This procurement is subject to the Controlled Goods Program. The Defence Production Act defines Canadian Controlled Goods as certain goods listed in Canada's Export Control List, a regulation made pursuant to the Export and Import Permits Act (EIPA)."

1.2.5. It is Canada's intent to invoke the national security exceptions provided for in the trade agreements; therefore, it is Canada's intent that this procurement will be excluded from all of the obligations of all the trade agreements.

1.2.6. There are mandatory site visits associated with this requirement where personnel security screening is required prior to gaining access to PROTECTED information, assets or sites or CLASSIFIED information, assets or sites). Consult Part 2.9, Mandatory Site Visits.

1.2.7. On February 5, 2014 Canada announced its Defence Procurement Strategy (DPS). One of the objectives for Canada's DPS is to improve economic outcomes resulting from defence procurements by using a weighted and rated value proposition for defence contracts. The details of the ratings and evaluation parameters for value propositions will be done on a procurement by procurement basis and will involve industry consultations. The TCR Modernization Project procurement will have a value proposition for the resulting contract. The methodology used to evaluate Value Propositions is outlined in Annex G, Industrial and Technological Benefits.

1.2.8. The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and Annex I titled *Federal Contractors Program for Employment Equity - Certification.*

1.3. Debriefings

1.3.1. 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.

2. PART 2 - BIDDER INSTRUCTIONS

2.1. Standard Instructions, Clauses and Conditions

2.1.1. 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 PWGSC.

2.1.2. 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.

2.1.3. The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.

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

Delete: 60 days

Insert: five hundred and forty (540) days

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

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

2.1.7. SACC Manual Clauses

A9130T (2014-11-27), Controlled Goods Program - Bid applies to and forms part of this contract

A3025T (2014-06-26) Former Public Servant – Competitive Bid applies to and forms part of this contract

A0222T (2014-06-26) Evaluation of Price - Canadian / Foreign Bidders applies to and forms part of this contract

C2000C (2007-11-30) Taxes – Foreign-Based Contractor

2.2. Submission of Bids

2.2.1. Bids must be submitted only to PWGSC Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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

2.3. Frequency Supportability

2.3.1. All frequency ranges used for an TCR must be approved for use by Innovation, Science and Economic Development Canada. In order to approve frequencies used for Military applications, either the DND 552 or the DoD 1494 form is used. Bid evaluation for this TCR procurement will be conditional upon Frequency Supportability approval by ISEDC.

2.3.2. Bidders should submit the DND 552 or DoD 1494 Application for Frequency Supportability via email to the Contracting Authority as early as possible; however, the forms must be submitted no later than 6 weeks prior to RFP closure. DND will forward the form to ISEDC for confirmation of frequency supportability.

2.4. Former Public Servant

2.4.1. 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.

2.4.2. Definitions

2.4.2.1. 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.

2.4.2.2. "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.

2.4.2.3. "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.

2.4.3. Former Public Servant in Receipt of a Pension

2.4.3.1. 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.

2.4.3.2. 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.

2.5. Work Force Adjustment Directive

2.5.1. 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.

2.5.2. 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.

2.6. Enquiries - Bid Solicitation

2.6.1. All enquiries must be submitted in writing to the Contracting Authority no later than fifteen (15) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.7. Applicable Laws

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

2.7.2. Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.8. Improvement of Requirement During Solicitation Period

2.8.1. Should Bidders consider that the specifications or SOW 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 thirty (30) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.9. Visit Clearance Request

2.9.1. A Request for Visit (RFV) application is required when a security cleared individual must visit a government/commercial organization in Canada or abroad, for the purpose of having access to Classified information and assets on an oral, physical or visual basis, or where access to installations is restricted in the interest of national security.

2.9.2. The host organization will deny access to Classified information and assets or access to certain restricted work sites, unless the visitors' Personnel Security Clearance level and their need-to-know have been verified and confirmed by the Canadian and International Industrial Security Directorate (CIISD) through official visit protocol.

2.9.3. Visitors must not proceed on CLASSIFIED visit without prior clearance authorization from PWGSC CIISD.

2.9.4. A Letter of Invitation from Canada will provide the required information for the purpose of completing the RFV application and can be obtained by contacting the Contracting Authority. The Bidder is responsible for sending the RFV in time for attendance at any mandatory site visit.

2.9.5. For Canadian companies, the Company Security Officer (CSO) or alternate may contact CIISD/PWGSC for information pertaining to security concerns identified in this procurement.

2.9.6. Foreign suppliers must direct security related inquiries to their responsible National Security Authority/Designated Security Authority (NSA/DSA) and must adhere to instructions issued by their responsible NSA/DSA.

2.9.7. Note, lead times to process the Request for Visit application will apply.

2.9.8. For further information, consult the Canadian and International Industrial Security Directorate (CIISD) website: <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

2.10. Mandatory Site Visits

2.10.1. It is mandatory that the Bidder or a representative of the Bidder visit the work sites at both radar squadrons (RTOC and Radar Head). Arrangements have been made for the site visits to be held at 12^e Escadron de radar at 3^{ere} Bagotville, Quebec on (date to be inserted) and at 42 Radar Squadron, 4 Wing Cold Lake, Alberta on (date to be inserted).

2.10.2. Personnel security screening at the level of SECRET is required prior to gaining authorized access to GENERAL RESTRICTED AREAS, and PROTECTED/CLASSIFIED information, assets or sites). Bidders must communicate with the Contracting Authority no later than (insert date and time) to confirm attendance and provide the name(s) of the person(s) who will attend (including Given Name, Surname, Company Name, Passport Number and Nationality, and Driver's License Number). The Bidder's Company Security Officer (CSO) must ensure that their representatives hold a valid security clearance at the required level for the site visit and any authority resulting from a Request for Visit Application. Failure to comply with the security requirements will result in the representative(s) being denied access to the site.

2.10.3. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

2.11. Basis for Canada's Ownership of Intellectual Property

2.11.1. The Department of National Defence has determined that any intellectual property arising from the performance of the Work under the resulting contract will belong to Canada, on the grounds of National Security.

2.12. Pre-Contract Award Economic Price Adjustment and Exchange Rate Fluctuation Adjustment

2.12.1. Following the closing date of this solicitation, about twelve (12) months or more may pass before the contract is awarded to the successful Bidder. This article establishes the mechanism required in adjusting the bid prices of the winning bid from the closing date of this solicitation to the month before the award of the contracts.

2.12.2. All Prices in the Bid (Annex B – Basis of Payment) of the successful bidder, will be adjusted, during the month before the award of the Contract, due to fluctuations in the Canadian economy since the bid closing date. The economic price adjustments will be calculated as per paragraphs 2.10.3 and 2.10.5. The Exchange Rate Fluctuation Adjustment will be calculated as per paragraph 2.11.. Once adjusted these prices will be called All Prices (AP) applicable for the eventual Contract (APC).

2.12.3. The economic indicator that will be used to account for the actual fluctuations in the economy is the Canadian CANSIM Table. CANSIM is Statistics Canada's key socioeconomic database. For purposes of this article, the most recent Statistics Canada CANSIM-RESULTS Table 281-0026 will be used. Average weekly earnings (SEPH), unadjusted for seasonal variation.

The Indexation is calculated as follows:

CANSIM-Results
Table 281-0026

Average weekly earnings (SEPH), unadjusted for seasonal variation, by type of employee for selected industries classified using the North American Classification System (NAICS), monthly (current dollars)

<u>Month</u>	<u>Average Weekly Earnings</u>
Sep-13	\$1,261.83
Oct-13	\$1,280.32
Nov-13	\$1,285.95
Dec-13	\$1,302.91
Jan-14	\$1,306.92
Feb-14	\$1,317.57
Mar-14	\$1,304.25
Apr-14	\$1,304.04
May-14	\$1,303.15
Jun-14	\$1,319.86
Jul-14	\$1,277.17
Aug-14	\$1,298.78
12 Month Average	\$1,296.90

<u>Month</u>	<u>Average Weekly Earnings</u>
Sep-14	\$1,293.94
Oct-14	\$1,309.73
Nov-14	\$1,303.40
Dec-14	\$1,357.57
Jan-15	\$1,350.29
Feb-15	\$1,357.88
Mar-15	\$1,358.06
Apr-15	\$1,352.63
May-15	\$1,335.44
Jun-15	\$1,319.92
Jul-15	\$1,323.09
Aug-15	\$1,284.60
12 Month Average	\$1,328.88

CPI:

Index (x) = 1296.90 1.0247

Index (y) = 1328.88

APC= All Prices applicable for the eventual Contracts;

APB= All Prices in the Bid;

CPI= The CPI Percentage change (month z) 201y from (month z) 201x that is the most recent consecutive 12 months period are available;

PR= period in months starting after "bid closing date" up to contract award date;

$APC = APB * (1 + ((CPI) * (PR/12)))$

APC will be rounded up to 2 decimals (Example \$2.571 or \$2.579 will be rounded up to \$2.58)

Index (x) = The average of the SEEEH for Professional, Scientific and Technical Services Industry, NAICS Class 54 catalogue no 72-002-XIB
Table 281-0026 published by Statistics Canada for the preceding 12.

Index (y) = The average of the SEEEH for Professional, Scientific and Technical Services Industry, NAICS Class 54 catalogue no 72-002-XIB
Table 281-0026 published by Statistics Canada for the 12 months.

e.g. APB=\$100,000 $100000 * (1 + ((.0247 * 6/12)))$
APC= \$101235

2.12.4. There will be no adjustments made to mark-ups.

2.12.5. If the Economic Indicator Index referred to in article 2.10.3 is discontinued, or if the basis

for reporting the index is changed from that in existence on or before the award date of the Contract, the Minister shall immediately thereafter establish replacement indices, or formulate adjustments, consistent with the intent of those set forth in this article.

2.13. Exchange Rate Fluctuation

SACC Manual Clause C3010T (2014-11-27) Exchange Rate Fluctuation Risk Mitigation

2.14. Confidential Information for Bidding

2.14.1. In order to prepare a bid in response to the bid solicitation, Bidders must have access to information that is confidential or proprietary to Canada or a third party. It is a condition of the bid solicitation that Bidders complete and sign a Confidentiality Agreement substantially in the form set out in Annex J. The Bidder's authorized representative must contact the Contracting Authority and arrange to remit Annex J in person. On receipt of Annex J, the applicable information will be released.

2.15. Quality Plan - Solicitation

SACC Manual Clause D5401T (2007-11-30) Quality Plan – Solicitation

2.16. Industrial and Technological Benefits (ITB)

2.16.1. The Industrial and Technological Benefits (ITB) Policy, including Value Proposition (VP) will apply to this procurement. The ITB Policy is administered by Innovation, Science and Economic Development Canada (ISED). To obtain information about Canada's ITB Policy, please visit: http://www.ic.gc.ca/eic/site/086.nsf/eng/h_00005.html

3. PART 3 - BID PREPARATION INSTRUCTIONS

3.1. Bid Preparation Instructions

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

Section I: Technical and Management Bid (six (6) hard copies and two (2) soft copies on CD or DVD)

Section II: Financial Bid (two (2) hard copies) (and one (1) soft copy on CD or DVD)

Section III: Certifications (two (2) hard copies and two (2) soft copies on CD or DVD)

Section IV: Industrial and Technological Benefits Bid including Value Proposition (six (6) hard copies and two (2) soft copies on CD or DVD)

Section V: Additional Information (two (2) hard copies) (and one (1) soft copy on CD or DVD)

3.1.2. If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy be considered the "Master Copy" and will have priority over the wording of the soft copy. The hard copy sections are requested to be serially numbered as "1 of x" with "x" being the total number of copies, such that the wording of the hard copy which bears the serial "1 of x" will have priority over the wording of the hard copy bearing the serial "2 of x".

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

3.1.3. 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

3.1.4. 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:

(a) 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

(b) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

3.2. Submission of Only One Bid

3.2.1. A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with 2 working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.

3.2.2. For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc), an entity will be considered to be **"related"** to a Bidder if:

- (a) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
- (b) they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
- (c) the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- (d) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- (e) Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

3.3. Joint Venture Experience

3.3.1. Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

3.3.2. A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

3.3.3. Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

-
- (a) Contracts all signed by A;
 - (b) Contracts all signed by B; or
 - (c) Contracts all signed by A and B in joint venture, or
 - (d) Contracts signed by A and contracts signed by A and B in joint venture, or
 - (e) Contracts signed by B and contracts signed by A and B in joint venture.

That show in total 100 billable days.

3.3.4. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

3.4. Section I: Technical and Management Bid

3.4.1. In their Technical and Management 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.

3.4.2. The Technical and Management 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.

3.4.3. The Technical and Management Bid must substantiate compliance with the specific articles of Annex "E", which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is incomplete, the Bidder will be declared non-responsive and disqualified.

3.4.4. The Bidder may also describe any other information it considers relevant.

3.5. Section II: Financial Bid

3.5.1. Bidders must submit their financial bid in accordance with the Basis of Payment detailed in Annex "B". The total amount must be exclusive of all Applicable. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Canadian dollars.

3.5.2. All Costs to be Included: The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option to extend the Contract Period. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.

3.5.3. Blank Prices: Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation.

3.5.4. Exchange Rate Fluctuation:

C3010T (_____) *(insert date)*, Exchange Rate Fluctuation Risk Mitigation

3.6. Section III: Certifications

3.6.1. It is a requirement of this bid solicitation that bidders submit the certifications required under Part 5.

3.7. Section IV: Industrial and Technological Benefits Bid including Value Proposition

3.7.1. Industrial and Technological Benefits (ITB) are a mandatory requirement on the TCR procurement. Specific draft requirements for both Mandatory and Rated evaluation elements pertaining to ITB and VP will be included in the subsequent LOI #2 RFP.

3.8. Section V: Additional Information

3.8.1. Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

3.8.1.1. As indicated in Part 6 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

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

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

4. PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. General

4.1.1. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the:

- (a) Technical;
- (b) Financial;
- (c) Industrial and Technological Benefits, including Value Proposition;
- (d) Evaluation criteria; and
- (e) Equipment Demonstration Evaluation.

4.1.2. The Bid Evaluation process may extend up to eighteen (18) months after bid closing in order to obtain mandated regulatory approvals from other Canadian Government departments and agencies.

4.1.3. An evaluation team composed of representatives of Canada, Promaxis, and Valcom Consulting will evaluate the bids. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation, however, the Fairness Monitor will attend all evaluations.

4.2. Evaluation Overview and Underlying Principles

4.2.1. Canada reserves the right to use a 2 step evaluation process in this solicitation.

(Further information on any 2 step evaluation process will be included in this RFP at the time of release.)

5. PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

5.1. Certifications and Information

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

5.1.2. The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

5.1.3. 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 will render the bid non-responsive or constitute a default under the Contract.

5.2. Certifications Required with the Bid

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

5.3. Integrity Provisions - Declaration of Convicted Offences

5.3.1. In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.4. Air Traffic Control Radar Beacon System, Identification Friend or Foe, Mark XII/Mark XIIA, Systems (AIMS) Certification

5.4.1. Bidders must provide proof, in the form of the AIMS Certificate Letter, attesting that the Monopulse Secondary Surveillance Radar (MSSR) system is AIMS certified at the box level to be given further consideration in the procurement process.

5.5. Certifications Precedent to Contract Award and Additional Information

5.5.1. The certifications and additional information listed below should be submitted with the bid but may be submitted up to contract award. 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.

5.6. Integrity Provisions – Required Documentation

5.6.1. In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.7. Federal Contractors Program for Employment Equity - Bid Certification

5.7.1. By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website

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CCC No./N° CCC - FMS No./N° VME

(http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

5.7.2. 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.

5.7.3. 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.

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

5.8. Additional Certifications Precedent to Contract Award

5.8.1. Status and Availability of Resources

SACC Manual clause A3005T (2010-08-16) - Status and Availability of Resources, applies to and forms part of this bid solicitation.

6. PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1. Security Requirements

6.1.1. 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 sites 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;
- (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
- (e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section V Additional Information.

6.1.2. For additional information on security requirements, Bidders should refer to the Industrial Security Program (ISP) of PWGSC (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

6.2. Controlled Goods Requirement

SACC Manual clause A9130T (2014-11-27), Controlled Goods Program - Bid, applies to and forms part of this bid solicitation.

SACC Manual clause A9131C (2014-11-27), Controlled Goods Program - Contract, applies to and forms part of any contract resulting from this bid solicitation.

6.3. Insurance Requirements

6.3.1. As part of their bid, the Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder at contract award, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex H.

6.3.2. If the information is not provided in the bid, the Contracting Authority will inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

6.4. Condition of Material

SACC Manual Clause B1000T (2014-06-26) – Condition of Material – Bid, applies to and forms part of this bid solicitation

SACC Manual Clause B1006T (2011-05-16) – Condition of Material - Department of National Defence – Bid, applies to and forms part of this bid solicitation

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W8475-155257

File No. - N° du dossier
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CCC No./N° CCC - FMS No./N° VME

6.4.1. The Contractor must provide material that is new and supplied by the principal manufacturer or an accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

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7. PART 7 - RESULTING CONTRACT CLAUSES

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

7.1. Requirement

7.1.1. _____ (the "**Contractor**") agrees to supply to the Client the goods and services described in the Contract, including the Statement of Work, in accordance with, and at the prices set out in, the Contract. This includes:

- (a) supplying each purchased TCR System;
- (b) supplying the Design and Site Review goods and services;
- (c) supplying the Factory Acceptance Test goods and services;
- (d) Providing Site Preparation, Testing and Acceptance goods and services;
- (e) providing the Project Management Services, Integrated Logistics and Support Services, and Training Services for all TCR Systems, and other non-optional services as described in the Contract;
- (f) providing the Hardware and Software Documentation and other deliverable documentation as required by Annex B;
- (g) granting the license to use the Licensed Software described in the Contract;
- (h) providing Final Integration goods and services where such option is exercised by Canada; and
- (i) providing In Service Support Services where such option is exercised by Canada to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.

7.2. Client

7.2.1. Under the Contract, the "**Client**" is the Department of National Defence (DND).

7.3. Reorganization of Client

7.3.1. The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of the Client. The reorganization, reconfiguration and restructuring of the Client includes the Client's merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.

7.4. Optional Goods and/or Services

7.4.1. The Contractor grants to Canada the irrevocable option to acquire a third TCR System described at Annex A, Appendix 19 under the same conditions and at the prices and/or rates stated in Annex B. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

7.4.2. The Contractor grants to Canada the irrevocable option to acquire the Final Integration Services described in Annex A, paragraph 1.2 under the same conditions and at the prices and/or rates stated in Annex B. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

7.4.3. The Contractor grants to Canada the irrevocable option to acquire the In Service Support Services described at Annex A, Appendix 27 of the under the same conditions and at the prices and/or rates stated in Annex B. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

7.4.4. The Contracting Authority may exercise any of the above options at any time before the expiry of the Contract by sending a written notice to the Contractor.

7.5. Task Authorization

7.5.1. A portion of the Work to be performed under the Contract (including additional work requests (AWRs) arising when design changes or additional work may be required and the procedures are not included in the SOW or Technical Investigation Engineering Services (TIES)) will be on an "as and when requested basis" using a DND626 Task Authorization Form (TA). The Work described in the TA must be in accordance with the scope of the Contract.

7.6. Task Authorization Process

7.6.1. The Technical Authority will provide the Contractor with a description of the task using the "DND 626, Task Authorization Form" in Annex K.

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

7.6.3. The Contractor must provide the Technical Authority, within ten (10) 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.

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

7.7. Task Authorization Limit

7.7.1. The Technical Authority may authorize individual task authorizations up to a limit of \$100,000.00 Applicable Taxes included, inclusive of any revisions.

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

7.8. Canada's Obligation - Portion of the Work - Task Authorizations

SACC manual clause B9031C (2011-05-16) - Canada's Obligation - Portion of the Work - Task Authorizations

7.9. Task Authorization - Department of National Defence

7.9.1. The administration of the Task Authorization process will be carried out by DAP 7-3-2. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

7.10. Periodic Usage Reports

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

7.10.2. The Contractor must provide this data in accordance with the reporting requirements detailed below. 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.

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

7.10.4. The quarterly periods are:

- (a) 1st quarter: April 1 to June 30;
- (b) 2nd quarter: July 1 to September 30;
- (c) 3rd quarter: October 1 to December 31; and
- (d) 4th quarter: January 1 to March 31.

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

7.11. Reporting Requirement- Details

7.11.1. A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain :

7.11.2. For all authorized tasks:

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

7.12. Standard Clauses and Conditions

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

7.13. General Conditions

2030 (2016-04-04), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

7.13.1. Modification to 2030, section 22 (2014-09-25), General Conditions- Higher Complexity- Goods, section 22

Delete: Paragraph 1 in its entirety.

Insert: Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision imposed by law, the Contractor warrants that, from the first acceptance of a TCR System until twelve (12) months after either the acceptance of the last TCR System or the acceptance of Work delivered to fulfill all requirements of the Final Integration Services, whichever is later, the Work will be free from all defects in design, material or workmanship, and will conform to the requirements of the Contract. During the Contract Period and the Warranty Period, the Contractor must provide Canada with all improvements, updates, upgrades and enhancements for Software, Firmware or Hardware which are necessary to conform each TCR System to the requirements (including all described functionalities) provided for in the specifications for the TCR Systems, and are necessary to fully enable the interoperability of such systems on and between each TCR System and any related Canada controlled property site. With respect to Government Property not supplied by the Contractor, the Contractor's warranty will extend only to the proper incorporation of such property into the Work.

7.13.2. At the conclusion of the Warranty period, if Canada chooses not to exercise its option to obtain the In Service Support Services, the Contractor must transfer to Canada all warranties on work supplied or held by the Contractor which exceed the Warranty Period indicated above. During the Warranty Period, the Contractor must exercise any such rights and warranties on behalf of Canada when directed by Canada to do so.

7.14. Supplemental General Conditions

SACC Manual Clause 4001 (2015-04-01), Supplemental General Conditions, Hardware Purchase, Lease and Maintenance, apply to and form part of the Contract;

7.14.1. Modification to 4001, section 14 (2010-01-11) Warranty for Purchased Hardware, Supplemental General Conditions, Hardware Purchase, Lease and Maintenance.

Delete: Paragraph 1 in it's entirety

Insert: Even if Canada has accepted the Work, the Contractor guarantees that, from the first site acceptance until twelve (12) months after the final site acceptance (the "Hardware Warranty Period"), it will be free from all defects in materials or workmanship, be free from all design defects, and conform in all ways with the requirements of the Contract, including the Specifications and any Minimum Availability Level requirements. The warranty period begins on the date of the first site acceptance and ends twelve (12) months after the final site acceptance. If the Contract provides that the System consists of the Hardware together with Licensed Software and/or Custom Software, the Hardware Warranty Period will also apply to the Licensed Software and/or Custom Software components of the System and this longer period will apply to all the warranty, maintenance and support obligations described in Supplemental General Conditions 4002 and 4003.

SACC Manual Clause 4003 (2010-08-16), Licensed Software, apply to and form part of the Contract;

7.14.2. Modification to 4003 , section 15 (2008-05-12), Warranty, Licensed Software, section 15.

Delete: Paragraph 1 in it's entirety

Insert: In this section, unless provided otherwise in the Contract, "Software Warranty Period" means the period from the first site acceptance until twelve (12) months after the final site acceptance in accordance with the conditions of the Contract, except for warranty work and any other work that is scheduled under the Contract to be performed after the start of the Software Warranty Period

SACC Manual Clause 4004 (2013-04-25), Maintenance and Support for Licensed Software, apply to and form part of the Contract;

SACC Manual Clause 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract;

SACC Manual Clause 4010 (2012-07-16), Services Higher Complexity, apply to and form part of the Contract; and

7.15. SACC Manual Clauses

SACC Manual clause B1006C (2014-06-26), Condition of Material – Contract, applies to and forms part of this Contract

7.15.1. The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

SACC Manual Clause D5402C (2010-01-11), Quality Plan, applies to and forms part of this Contract

SACC Manual Clause D5510C (2014-06-26), Quality Assurance Authority (Department of National Defence) - Canadian-based Contractor; applies to and forms part of this Contract;

SACC Manual Clause D5515C (2010-01-11) Quality Assurance Authority (Department of National Defence) - Foreign-based and United States Contractor, apply to and form part of this Contract.

SACC Manual Clause A3015C (2014-06-26), Certifications - Contract, applies to and forms part of this Contract.

7.16. Security Requirements

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

***Note: Security requirements will be provided at a later date.**

7.17. Contractor's Sites or Premises Requiring Safeguarding Measures

7.17.1. Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date the information related to the Contractor's and its proposed individuals' sites or premises for the following addresses:

(to be inserted at contract award)

7.17.2. The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Contractor and individuals hold a valid security clearance at the required level.

7.18. Term of Contract

7.18.1. Period of the Contract - The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

- (a) The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends upon the later of either three years from that date or the conclusion of all Warranty Work associated with the completion, delivery and acceptance of a second TCR System, and
- (b) The period during which the Contract is performed, if Canada chooses to exercise any Option to Extend as set out in the Contract.

7.18.2. Canada will confirm the conclusion of the period of the Contract in writing, following which the Contract will be deemed to be closed.

7.18.3. All the deliverables must be received in accordance with the milestone table provided in Annex B prior to such closure.

7.18.4. Option to Extend the Contract:

- (a) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 4 additional 5 year periods under the same conditions.
- (b) 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.
- (c) Canada may exercise one or more optional extensions at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract.
- (d) Options may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a Contract amendment.

7.19. Delivery

7.19.1. Delivery of the requirement will be made to delivery point(s) specified in Annex A of the Contract.

7.20. Authorities

7.20.1. Contracting Authority

7.20.1.1. The Contracting Authority for the Contract is:

Suzanne Chenier
Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Aerospace Equipment Program Directorate
Place du Portage, Phase III, 11, rue Laurier Street, 8C1-10, Gatineau, QC K1A 0S5

Government of Canada

Telephone: 873-469-3829

Facsimile: 819-997-0437

E-mail address: suzanne.s.chenier@tpsgc-pwgsc.gc.ca

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

7.20.2. Technical Authority

7.20.2.1. The Technical Authority for the Contract is: **Contact information to be inserted at contract award.**

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-____

Facsimile: ____-____-____

E-mail address: _____

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

7.20.3. Inspection Authority

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

7.20.4. Procurement Authority

7.20.4.1. The Procurement Authority for the contract is: **Contact information to be inserted at contract award.**

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-____

Facsimile: ____-____-____

E-mail address: _____

7.20.4.2. The Procurement Authority is a 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 by the Technical Authority. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority, however the Technical Authority is responsible for all matters concerning the Client's approval and consideration of the content of the Work under the Contract. The Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

7.20.5. Industrial and Technological Benefits Authority

7.20.5.1. The Industrial and Technological Benefits Authority for the contract is: **Contact information to be inserted at contract award.**

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

7.20.6. Quality Assurance Authority

7.20.6.1. The Quality Assurance Authority for the contract is: **Contact information to be inserted at contract award.**

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

7.20.7. Contractor's Representative

7.20.7.1. The Contractor's Representative for the contract is: **Contact information to be inserted at contract award.**

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

7.21. Proactive Disclosure of Contracts with Former Public Servants

7.21.1. 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.

SACC Manual Clause A3025T (2014-06-26) – Former Public Servant – Competitive Bid, applies to and forms part of this Contract.

7.22. Payment

7.22.1. Basis of Payment – Acquisition

7.22.1.1. The Basis of Payment for the Acquisition of the two (2) TCRs consists of:

- (a) **Purchased TCR Systems:** For providing two Tactical Control Radar Systems in accordance with the Contract complete with all deliverables specified in Annex B or otherwise in the Contract including Hardware Documentation and Software Documentation, Canada will pay the Contractor in Canadian dollars the firm milestone payment price(s) set out in Annex B, delivered duty paid (destinations identified below), Incoterms 2000, customs duties and excise taxes included where applicable.
- (b) **Optional Additional One TCR System Purchase:** If Canada exercises its option to purchase a TCR System additional to the two already ordered, for the provision of such TCR System in accordance with the Contract complete with all deliverables specified in Annex B or otherwise in this Contract, Canada will pay the Contractor in Canadian dollars the firm price set out in Annex B, delivered duty paid (destinations identified below), Incoterms 2000, Customs Duties and Excise Taxes included where applicable.
- (c) **In Service Support Services:** For In Service Support Services to maintain and support all TCR Systems after expiration of the Hardware Warranty Period and Software Warranty Period in accordance with the terms of this Contract, if Canada exercises its option to purchase such service, Canada will pay the Contractor in Canadian dollars the firm annual/monthly price(s) set out in Annex B, delivered duty paid (destinations identified below) Incoterms 2000, customs duties and excise taxes included where applicable.
- (d) **Licensed Software:** For any license(s) to use the Licensed Software (including delivery, installation, integration and configuration of the Licensed Software and the Software Documentation into the Hardware or the TCR System, in accordance with the Contract, the Contractor agrees that the price of such goods and services is included in the price of any purchased TCR System. This includes the warranty during the Software Warranty Period.
- (e) **Training:** For Training Services as specified in the Contract, the Contractor agrees that the price of such goods and services is included in the price of any Purchased TCR System.
- (f) **Project Management Services:** For Project Management Services as specified in the Contract, the Contractor agrees that the price of such goods and services is included in the price of any Purchased TCR System.
- (g) **Integrated Logistics and Support Services:** For Integrated Logistics and Support Services as specified in the Contract, the Contractor agrees that the price of such goods and services is included in the price of any Purchased TCR System.

- (h) **Final Integration Services:** If Canada exercises its option to purchase Final Integration Services, for such services rendered in accordance with the Contract complete with all deliverables specified in Annex B or otherwise in this Contract, Canada will pay the Contractor in Canadian dollars the firm price set out in Annex B, delivered duty paid (destination identified below), Incoterms 2000, customs duties and excise taxes included where applicable.

7.22.2. Competitive Award

7.22.2.1. The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

7.22.3. Purpose of Estimates

7.22.3.1. All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services is described elsewhere in the Contract.

7.22.4. Limitation of Price

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

7.22.5. Payment Credits

7.22.5.1. If the Contractor does not deliver the deliverables or perform the services within the time specified in Annex B of the Contract, the Contractor must provide a credit to Canada of \$_(to be inserted at contract award)_ for each calendar day of delay up to a maximum of 10 days, subject to the limitation that the total amount of liquidated damages will not exceed 10% of the price of the Work delivered late.

7.22.6. Termination for Failure to Meet Response Times

7.22.6.1. In addition to any other rights it has under the Contract, Canada may terminate the Contract for default in accordance with the General Conditions by giving the Contractor three months' written notice of its intent, if any of the following apply:

- (a) the total amount of credits for a given monthly billing cycle reach a level of 10% of the total billing for that month; or
- (b) the corrective measures required of the Contractor described above are not met.

7.22.6.2. This termination will be effective when the three-month notice period expires, unless Canada determines that the Contractor has implemented the corrective measures to Canada's satisfaction during those three months.

7.22.7. Credits Apply during Entire Contract Period

7.22.7.1. The Parties agree that the credits apply throughout the Contract Period, including during the In Service Support Period.

7.22.8. Credits represent Liquidated Damages

7.22.8.1. The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.

7.22.9. Canada's Right to Obtain Payment

7.22.9.1. The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.

7.22.10. Canada's Rights & Remedies not Limited

7.22.10.1. The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.

7.22.11. Audit Rights

7.22.11.1. The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

7.22.12. Basis of Payment – In Service Support

7.22.12.1. Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

- (a) In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a Firm Price in accordance with the Basis of Payment in Annex B. Customs duties are excluded and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
- (b) For the firm price portion of the Work only, Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.22.12.2. Basis of Payment for Task Authorizations and Spare Parts Orders (SPO)

- (a) The Contractor may submit a "Firm Price", a "Ceiling Price" or a "Limitation of Expenditure" quote to the DND Requisitioning Authority. The Contractor shall be paid in accordance with the Annex B, 2 - Basis of payment of this contract. For each of the above cases, the following clauses must be completed and added to the work authorization form.

7.22.12.3. For a "Firm Price" quote:

SACC Manual clause C0207C 2011-05-16, Basis of Payment - Firm Price or Firm Lot Price; and

SACC Manual clause C6000C 2011-05-16, Limitation of Price;

7.22.12.4. For a "Ceiling Price" quote:

SACC Manual clause C1200C 2008-05-12, Basis of Payment - Ceiling Price; and

SACC Manual clause C6000C 2011-05-16, Limitation of Price;

7.22.12.5. For a "Limitation of Expenditure" quote:

SACC Manual clause C0206C 2011-05-16, Basis of Payment - Limitation of Expenditure; and

SACC Manual clause C6001C 2011-05-16, Limitation of Expenditure;

7.23. Method of Payment

7.23.1. Milestone Payments – Subject to holdback

7.23.1.1. For the purchase of TCR Systems and Final Integration and Installation Services Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract at Annex B and the payment provisions of the Contract, up to eighty-five (85) percent of the amount claimed and approved by Canada if:

- (a) an accurate and complete claim for the milestone payment using form PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) the total amount for all milestone payments paid by Canada does not exceed eighty-five (85) percent of the total amount to be paid under the Contract, excluding Integrated Logistics Support Services;
- (c) all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives; and
- (d) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

7.23.1.2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract following delivery and acceptance of the TCR System or Final Integration and Installation Services for which the milestone payments were made..

7.23.2. Payments – In Service Support Services

SACC Manual clause H1008C 2008-05-12, Monthly Payment

7.24. Value Proposition Achievement

7.24.1. The Contractor acknowledges and agrees that the fulfillment of all Value Proposition commitments in accordance with the Contract is a condition for payment of Milestone 12, Contract Completion, notwithstanding that all other project close out activities may have been completed.

7.25. Direct Request by Customer Department

SACC Manual Clause A9117C (2007-11-30) – Direct Request by Customer Department, applies to and forms part of this contract

7.26. Canadian Customs Documentation

SACC Manual Clause C2608C (2015-02-25) – Canadian Customs Documentation, applies to and forms part of this contract

7.27. Discretionary Audit

SACC Manual Clause C0705C (2010-01-11) – Discretionary Audit, applies to and forms part of this contract

7.28. Exchange Rate Fluctuation

SACC Manual Clause C3015C (2014-11-27) Exchange Rate Fluctuation Adjustment, applies to and forms part of this contract

7.29. SACC Manual Clauses

SACC Manual Clause C0307C (2014-06-26), Cost Submission – Repair and Overhaul

SACC Manual Clause C2000C (2007-11-30), Taxes – Foreign-based Contractor

SACC Manual Clause C2610C (2007-11-30), Customs Duties – Department of National Defence – Importer

SACC Manual Clause C2608C (2015-02-25), Canadian Customs Documentation

SACC Manual Clause C2611C (2007-11-30), Customs Duties - Contractor Importer

SACC Manual Clause B4059C (2008-05-12), Government Supplied Technical Documents

SACC Manual Clause D0035C (2010-01-11), Shipping Instructions (Department of National Defence) - Foreign-based Contractors

7.29.1. Delivery will be delivered duty paid (DDP) to the destinations identified in the SOW. The Contractor must load the goods onto the carrier designated by DND. Onward shipment from the delivery point to the consignee will be Canada's responsibility.

7.29.2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center (one choice will be selected at Contract award) by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

(a) When the Contractor is located in the United States (U.S.):

Inbound Logistics Coordination Center (ILCC):
Telephone: 1-877-447-7701 (toll free)
Facsimile: 1-877-877-7409 (toll free)
E-mail: ILHQOttawa@forces.gc.ca

OR

(b) When the Contractor is located in United Kingdom (UK) and Ireland:

Inbound Logistics United Kingdom (ILUK):

Telephone: 011-44-1895-613023, or 011-44-1895-613024, or
Facsimile: 011-44-1895-613047
E-mail: CFSUEDetUKMovements@forces.gc.ca

7.29.2.1. In addition, the Contractor must send to ILUK the completed form "Shipping Advice and Export Certificate" by e-mail to: CFSUEDetUKMovements@forces.gc.ca.

7.29.2.2. The shipment of any items above the value of 600 GBP (pound sterling) being exported from the United Kingdom and Ireland will be cleared by DND using Her Majesty's Customs & Excise (HMCE) New Export Systems (NES). The Contractor must comply with HMCE requirements by registering with HMCE or by having a freight forwarder complete the entry. A printed copy of the NES entry Export Declaration clearly displaying the Declaration Unique Consignment Reference Number must be provided by the Contractor and attached to the consignment. The Contractor must ensure that this procedure is carried out for all stores whether they be initial purchase or repair and overhaul export items. HMCE will authorize Canadian Forces Support Unit (Europe) to ship the goods only if the procedure has been adhered to completely and properly by the Contractor.

OR

- (c) When the Contractor is located in a country other than Canada, the U.S., the UK and Ireland:

Inbound Logistics Europe Area (ILEA):
Telephone: +49-(0)-2451-717199 or 717200
Facsimile: +49-(0)-2451-717189
Email: ILEA@forces.gc.ca

OR

- (d) For U.S. Foreign Military Sales (FMS):

Inbound Logistics Coordination Center (ILCC):
Telephone: 1-877-447-7701 (toll free)
Facsimile: 1-877-877-7409 (toll free)
Email: ILHQOttawa@forces.gc.ca

7.29.2.3. Canada is responsible for the carrier selection for shipments of the goods supplied under this FMS contract. Instructions on how to obtain carrier selection from Canada are contained in U.S. DoD 4000.25-8-M, Military Assistance Program Address Directory, and Canadian Special Instructions Indicator (SII). The Contractor must not ship the goods until the SII has been complied with.

7.29.3. 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, items 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 clause C2608C, section 4, of the Standard Acquisition Clauses and Conditions Manual) or a copy of the Canada Border Services Agency form CI1 Canada Customs Invoice (PDF 429KB) - (Help on File Formats);
 - (g) Schedule B codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
 - (h) North American Free Trade Agreement Certificate of Origin (in accordance with clause C2608C, section 2) for the U.S. and Mexico only;
 - (i) 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 Transport Association regulations or the applicable Canadian Dangerous Goods Shipping Regulations and a copy of the material safety data sheet.

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

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

7.29.6. 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.

7.29.7. 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.

7.30. Invoicing Instructions - Progress Payment Claim – For TCR Systems

7.30.1. The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment. Each claim must show:

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

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

7.30.3. The Contractor must prepare and certify one (1) original and one (1) copy of the claim on form PWGSC-TPSGC 1111, and forward it to the Procurement Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

7.30.4. The Procurement Authority will then forward the original and one (1) copy of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

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

7.31. Invoicing Instructions - In Service Support Option

7.31.1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

7.31.2. Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the release document and any other documents as specified in the Contract;
- (c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- (d) a copy of the monthly progress report.

7.31.3. Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.32. Certifications and Additional Information

7.32.1. Compliance

7.32.1.1. Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional 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, or fails to provide the additional 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.

7.32.2. Federal Contractors Program for Employment Equity - Default by the Contractor

7.32.2.1. 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.

7.33. SACC Manual Clauses

SACC Manual clause A9062C (2011-05-16), Canadian Forces Site Regulations

SACC Manual Clause B4055C (2014-06-26), Material Change Notice - Contract

SACC Manual Clause D2000C (2007-11-30), Marking

SACC Manual Clause D2001C (2007-11-30), Labelling

SACC Manual clause D2025C (2013-11-06), Wood Packing Materials

SACC Manual Clause D6010C (2007-11-30), Palletization

SACC Manual Clause D9002C (2007-11-30), Incomplete Assemblies

7.34. Applicable Laws

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

7.35. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4001 (2015-04-01) Hardware Purchase, Lease and Maintenance;
- (c) the supplemental general conditions 4003 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information;
- (d) the supplemental general conditions 4004 (2013-04-25) Maintenance and Support Services for Licensed Software;
- (e) the supplemental general conditions 4007 (2010-08-16) Licensed Software;
- (f) the supplemental general conditions 4010 (2012-07-16) Services - Higher Complexity;
- (g) the general conditions 2030 (2016-04-04) General Conditions - Higher Complexity - Goods;
- (h) Annex A, Statement of Work;
- (i) Annex B, Basis of Payment;
- (j) Annex D, Security Requirements Check List;
- (k) Annex G, Industrial and Technological Benefits;
- (l) Annex H, Insurance Requirements;
- (m) the signed Task Authorizations (including all of its annexes, if any);

7.36. Defence Contract

SACC Manual Clause A9006C (2012-07-16) Defence Contract, applies to and forms part of this contract

7.37. Joint Venture Contractor

7.37.1. The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: *[list all the joint venture members named in the Contractor's original bid]*.

7.37.2. With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:

- (a) _____ has been appointed as the "representative member" of the joint venture Contractor and has full authority to act as agent for each member regarding all matters relating to the Contract;
- (b) by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
- (c) all payments made by Canada to the representative member will act as a release by all the members.

7.37.3. All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.

7.37.4. All the members are jointly and severally or solidarily liable for the performance of the entire Contract.

7.37.5. The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.

7.37.6. The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

Note to Bidders: This Article will be deleted if the Bidder awarded the contract is not a joint venture. If the contractor is a joint venture, this clause will be completed with information provided in its bid.

7.38. Electrical Equipment

7.38.1. All electrical equipment supplied under the Contract must be certified or approved for use in accordance with the Canadian Electrical Code, Part 1, before delivery, by a certification organization accredited by the Standards Council of Canada.

7.39. Insurance - Specific Requirements

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

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

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

7.40. Controlled Goods Program

SACC Manual Clause A9131C (2014-11-27) Controlled Goods Program – Contract

SACC Manual Clause B4060C (2011-05-16) Controlled Goods

7.41. Priority Rating – Canadian-based Contractors

7.41.1. The Contract concerns a Canadian defence requirement and therefore is eligible to be assigned a "U.S. Priority Rating" for any materials/services imported from the United States which may be required in the performance of the Work. Accordingly, the Contractor must:

- (a) make an application to the Defence Priorities and Allocations Officer, Public Works and Government Services Canada (PWGSC), either by e-mail at: DGAPrioritiesdedefense.ACQBDefencePriorities@pwgsc-tpsgc.gc.ca ; or by facsimile: 819-956-1459; and
- (b) include this clause in subcontracts with Canadian-based contractors, and quote the PWGSC Contract Number indicated in the Contract.

7.41.2. Failure to comply with the above may impact on the Contractor's delivery commitments. Therefore, the Contractor is responsible for any breach of the Contract that arises from such a failure.

7.42. Transportation Costs

SACC Manual Clause C5200C (2008-05-12) Transportation Costs

7.43. Delivery, Inspection, and Acceptance

7.43.1. Shipping Instructions

7.43.1.1. Goods must be consigned to the destination specified in the Contract and delivered Delivered Duty Paid (DDP) to the destination specified in the Contract Incoterms 2000 for shipments from a commercial contractor. The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

7.43.2. Shipping Addresses

- (a) The first TCR system must be delivered to:

Commanding Officer
42 Radar Squadron

4 Wing Cold Lake
P.O. Box 6650 Stn. Forces
Cold Lake, Alberta
T9M 2C6
Attention: (To be provided in resulting contract)

- (b) The second TCR system must be delivered to:

Commandant
12e Escadron de Radar
3 Ere Bagotville
C.P./P.O. Box 5000 Succ. Bureau-chef
Alouette (Quebec)
G0V 1A0
Attention : (To be provided in resulting contract)

7.44. Inspection, and Acceptance

- 7.44.1. The Technical Authority is the Inspection Authority as identified in section 7.7. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the SOW and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

7.45. Preparation for Delivery

SACC Manual Clause D3013C (2007-11-30) Preparation for Delivery - Canadian-based Contractor

SACC Manual Clause D3019C (2007-11-30) Preparation for Delivery - United States-based Contractor

7.46. Post Award Meeting

- 7.46.1. A post award meeting will be convened at the discretion of the Contracting Authority within one (1) month after the contract is awarded to review contractual and technical requirements. The post award meeting will serve as the contract kickoff meeting to introduce staff and to review project schedules and requirements. The Contractor must be responsible for the preparation and distribution of the agenda and the minutes of the meeting. The meeting will be held at the Contractor's facilities with representatives of the Contractor, PWGSC, DND and Industry Canada.

7.47. Bar Coding – Material Marking

- 7.47.1. The Contractor must apply bar code information on items with NATO Stock Number (NSN) provided elsewhere in the Contract or by DND, using bar code standard UCC/EAN-128 (Uniform Code Council/EAN International) with Application Identifier 241 for PSCN or 7001 for NSN. Below the bar code symbol, the Contractor must apply the Human-Readable Interpretation (HRI) markings.

- 7.47.2. These markings must be applied and positioned in accordance with DND standard D-02-002-001/SG-001, Identification Marking Of Canadian Military Property (in effect at the closing date of the bid solicitation), and must be of such quality that it will remain readable for the expected life of the item. The bar code must be imprinted upon material which will be compatible with the item to which it is to be attached, which items include, but are not limited to, items constructed of plastic, metal, cloth, synthetics or paper, or a combination of two or more of them.

7.48. Lifetime Support

7.48.1. The Contractor agrees to supply spare parts until the end of life of the TCR. If during such time, the Contractor, or any of its subcontractors, discontinues the manufacture of any contractor supplied material (CSM) components or subsystems of the TCR System to the extent that logistic supportability is affected, the Contractor must notify Canada sufficiently in advance to:

- (a) permit Canada to purchase spares; or
- (b) at the discretion of Canada, either make satisfactory arrangements with a third party to establish a continuing source of spares, or provide to Canada, at no charge, a non-exclusive royalty free license to manufacture or have manufactured for its own use spare parts, and provide at a reasonable documentation reproduction charge, copies of all drawings, technical information, specifications, manufacturing instructions and patterns necessary to manufacture the spare parts.

7.48.2. The Contractor must, to its own account, maintain all necessary arrangements and licenses for the maintenance of proprietary Hardware and Software and other products during the Contract Period.

7.49. Licensing

7.49.1. The Contractor must obtain and maintain all permits, licences and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation. The Contractor must be responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, license, or certificate to Canada.

7.50. Excess Goods

SACC Manual Clause B7500C (2006-06-16) Excess Goods

7.51. Site Regulations

7.51.1. SACC Manual Clause A9062C (2011-05-16) Canadian Forces Site Regulations

7.52. Government Furnished Equipment (GFE)

7.52.1. GFE means any material and equipment, other than GSM, which Canada will deliver to the Contractor for the Contractor's use in performing the Work, as set out in Annex A, Appendix 8. GFE must be used solely for the purposes of the Contract.

7.52.2. The Contractor must prevent all unauthorized access, modification, tampering, theft, or loss to GFE. The Contractor must be accountable for any repairs to GFE items resulting from misuse. Title to the GFE will at all times remain with Canada. GFE is "government issue" within the meaning of the Defence Production Act, R.S.C. 1985, c. D-1.

7.52.3. The Contractor must maintain complete and accurate accounting records of all GFE in accordance with Annex A, Appendix 1 and, except for consumable items, must return all GFE to Canada in the same condition as when supplied, normal wear and tear excepted.

7.52.4. If, when received by the Contractor, an item of GFE proves to be inoperable, the Contractor must immediately advise the Contracting Authority of the same. The Contracting Authority will then advise the Contractor whether to return or dispose of such GFE. The Costs associated with packaging and shipping back of the inoperable GFE will be reimbursed by Canada with no mark-up or profit.

7.52.5. The Contractor must at its own expense package, pack, and mark all GFE specified in Annex A, Appendix 8, and return same to Canada within thirty (30) calendar days, upon completion of the Work for which it was provided or upon Notice from the Contracting Authority, whichever is earlier.

7.53. Applicable Legislation, Regulations, and Safety Standards

7.53.1. In the event that differences or conflicts arise between competing applicable legislation, regulations or safety standards that apply to the Contract or Work being performed, the most stringent provisions must apply.

7.54. Quality Assurance Requirements

7.54.1. Quality Assurance Plan

7.54.1.1. No later than 60 days after the effective date of the Contract, the Contractor must submit for acceptance by DND a Quality Plan prepared according to the latest issue (at contract date) of ISO 10005:2005 "Quality management systems - Guidelines for quality plans". The Quality Plan must describe how the Contractor will conform to the specified quality requirements of the Contract and specify how the required quality activities are to be carried out, including quality assurance of subcontractors. The Contractor must include a traceability matrix from the elements of the specified quality requirements to the corresponding paragraphs in the Quality Plan.

7.54.1.2. The documents referenced in the Quality Plan must be made available when requested by PWGSC or DND.

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

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

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

7.54.2. Quality Assurance Authority

SACC *Manual* clause D5510C (2014-06-26), Quality Assurance Authority (Department National Defence) Canadian-based Contractor (to be inserted at contract award), applies to and forms part of this contract

SACC *Manual* clause D5515C (2010-01-11), Quality Assurance Authority (Department of National Defence – Foreign-based and United States Contractor (to be inserted at contract award)

7.54.3. Quality Assurance Code Q

SACC *Manual* clause D5540C (2010-08-16), ISO 9001:2008 Quality Management Systems – Requirements Quality Assurance Code Q, applies to and forms part of this contract

7.55. Release Documents

SACC Manual clause D5604C (2008-12-12) Release Documents (Department of National Defence) - Foreign-based Contractor

SACC Manual clause D5605C (2010-01-11) Release Documents (Department of National Defence) – United States-based Contractor

SACC Manual clause D5606C (2012-07-16) Release Documents (Department of National Defence) - Canadian-based Contractor

7.56. Release Documents - Distribution

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

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

National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
Attention: (to be completed at contract award)

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

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

E-mail: ContractAdmin.DQA@forces.gc.ca.

7.57. Infrastructure Design Services

SACC Manual Clause 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information

7.57.1. Project Information, Decisions, Acceptances, Approvals

7.57.1.1. Canada will provide, in a timely manner, project information, written decisions and instructions, including acceptances and approvals relating to the Services provided by the Contractor.

7.57.1.2. No acceptance or approval by Canada, whether expressed or implied, must be deemed to relieve the Contractor of the professional or technical responsibility for the Services provided by the Contractor.

7.57.2. Suspension

7.57.2.1. The Contracting Authority may require the Contractor to suspend the Services being provided, or any part thereof, for a specified or unspecified period.

7.57.2.2. If a period of suspension does not exceed sixty (60) days and when taken together with other periods of suspension does not exceed ninety (90) days, the Contractor will, upon the expiration of that period, resume the performance of the Services in accordance with the terms of the Agreement, subject to any agreed adjustment of the time schedule.

7.57.2.3. If a period of suspension exceeds sixty (60) days or when taken together with other periods of suspension, the total exceeds ninety (90) days, and the Contracting Authority decides:

- (a) that the performance of the Services will be continued, then the Contractor will resume performance of the Services, subject to any terms and conditions agreed upon by the Contracting Authority and the Contractor, or
- (b) that the Agreement will be terminated in accordance with the terms and conditions, then Canada will give notice to the Consultant.

7.57.2.4. Suspension costs related to this clause are as outlined in SACC Manual Clause R1230D (2015-02-25) GC 5.10.

7.57.3. Employer/PrimeContractor

7.57.3.1. During the Design Stage

- (a) The Contractor must, where the Contractor is working on Federal property and is in control of the work site (no Federal presence or construction contractor), for the purposes of the applicable provincial or territorial Occupational Health & Safety Acts and Regulations, and for the duration of the Work of the Contract:
 - i) act as the Employer, where the Contractor is the only employer on the work site, in accordance with the Authority Having Jurisdiction;
 - ii) assume the role of Prime Contractor, where there are two or more employers (including sub-Contractors) involved in work at the same time and space at the work site, in accordance with the Authority Having Jurisdiction.

7.58. Termination for Convenience of In Services Support Services

7.58.1. Regardless of the Contract Period and despite the Termination for Convenience provisions contained in the General Conditions, Canada may terminate for convenience, at no cost to Canada, any In Service Support Services being provided under the Contract. Canada will provide the Contractor 30 calendar days of advance written notice if it terminates the maintenance and support services for convenience and will be liable to the Contractor to pay only any unpaid maintenance and support charges that have accrued up to and including the date of termination.

7.59. Hardware

7.59.1. With respect to the provisions of Supplemental General Conditions 4001:

Part III of 4001 applies to the Contract (Additional Conditions: Purchase)	Yes
Part IV of 4001 applies to the Contract (Additional Conditions: Lease)	No
Part V of 4001 applies to the Contract (Additional Conditions: Maintenance)	Yes
Delivery Location	<i>Refer to part of Articles that says this</i>
Installation Site	<i>Refer to part of Articles that says this</i>
Delivery Date	<i>As specified in Annex B</i>
Contractor must deliver Hardware Documentation	Yes
Contractor must update Hardware Documentation throughout Contract Period	Yes
Hardware Documentation must include maintenance documentation	Yes
Language of Hardware Documentation	<i>Documentation must be provided in English and in French. Since many hardware manufacturers do not prepare the documentation in both official languages, this may increase the cost of the hardware, so should only be required if the documentation in both languages will be used.</i>
Format and Medium on which Hardware Documentation must be Delivered	<i>Hard copy and CD Rom</i>
Special Delivery Requirements	No
Special Site Delivery or Installation Requirements	No
Responsibility for Special Site Delivery or Installation Requirements	<i>To be determined.</i>
Contractor must Install Hardware at time of Delivery	<i>To be determined.</i>

Contractor must Integrate and Configure Hardware at time of Installation	To be determined.
Hardware is part of a System	Yes

7.60. Licensed Software

7.60.1. With respect to the provisions of Supplemental General Conditions 4003:

Licensed Software	The Licensed Software, which is defined in 4003, includes all the products offered by the Contractor in its bid, and any other software code required for those products to function in accordance with the Software Documentation and the Specifications, including without limitation all of the following products: _____ <i>[this information will be completed at contract award using information in the Contractor's bid]</i>
Type of License being Granted	<i>To be determined.</i>
Number of Users Licensed	To be determined.
Option to Purchase Licenses for Additional Users	To be determined.
Number of Devices Licensed	To be determined.
Option to Purchase Licenses for Additional Devices	To be determined.
Entity Licensed	The Entity Licensed is the Client.
Option to Purchase Entity Licenses for Additional Entities	<i>To be determined.</i>
Language of Licensed Software	<i>To be determined.</i>
Delivery Location	<i>To be determined.</i>
Installation Site	<i>To be determined.</i>
Media on which Licensed Software must be Delivered	<i>To be determined.</i>
Term of License	<i>To be determined.</i>
Software Warranty Period	<i>To be determined.</i>
Source Code Escrow Required	<i>To be determined.</i>

7.61. Licensed Software Maintenance and Support

7.61.1. With respect to the provisions of Supplemental General Conditions 4004:

Licensed Programs	The Licensed Programs to be supported and maintained are: <u>To be determined.</u>
Software Support Period	<u>To be determined.</u>
Software Support Period when Additional Licenses added during Contract Period	<u>To be determined.</u>
Option to Extend Software Support Period	<u>To be determined.</u>
Hours for Providing Support Services	<u>To be determined.</u>
Contractor must provide On-site Support Services	<u>To be determined.</u>
Contractor must provide Swift Action Tactical (SWAT) services	<u>To be determined.</u>
Contractor must install Software Error corrections and Maintenance Releases and upgrades	<u>To be determined.</u>
Contractor must keep track of software releases for the purpose of configuration control	<u>To be determined.</u>
Contact Information for Accessing the Contractor's Support Services	<p>In accordance with Section 5 of 4004, the Contractor will make its Support Services available through the following: Toll-free Telephone Access: _____ Toll-free Fax Access: _____ Email Access: _____</p> <p>The Contractor must respond to all telephone, fax or email communications (with a live service agent) within 60 minutes of the initial time of the Client or User's initial communication. [Note to Bidders: to be completed with information from the Contractor at the time of award. Bidders are requested to provide this information in their bids].</p>
Website	<p>In accordance with Section 5 of 4004, the Contractor must make Support Services available over the Internet. To do so, the Contractor must include, as a minimum, frequently asked questions and on-line software diagnostic routines and support tools. Despite the Hours for Providing Support Services, the Contractor's website must be available to Canada's users 24 hours a day, 365 days a year, and must be available 99% of the time. The Contractor's website address for web support is _____.</p> <p>[Note to Bidders: to be completed with information from the Contractor at the time of award. Bidders are requested to provide this information in their bids].</p>

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Language of Support Services	The Support Services must be provided in both French and English, based on the choice of the User requesting support.
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7.62. Safeguarding Electronic Media

7.62.1. Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.

7.62.2. If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

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ANNEX "A" - STATEMENT OF WORK

(*Note: Annex A is provided as a separate attachment.)

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ANNEX “B” – MILESTONE DESCRIPTIONS, CRITERIA AND BASIS OF PAYMENT

(*Note: Annex B is provided as a separate attachment.)

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ANNEX “C” - This Annex is intentionally left blank.

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ANNEX “D” - SECURITY REQUIREMENTS CHECK LIST

***Note: Security Requirements Check List will be provided at a later date.**

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ANNEX “E” - BID EVALUATION COMPLIANCE MATRIX

(*Note: Annex E is provided as a separate attachment.)

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ANNEX “F” - EQUIPMENT DEMONSTRATION EVALUATION MATRIX

(*Note: Annex F is provided as a separate attachment.)

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ANNEX “G” - INDUSTRIAL AND TECHNOLOGICAL BENEFITS INCLUDING VALUE PROPOSITIONS

This Annex will be included at the Request for Proposal stage but will be made available as draft in the subsequent Letter of Interest that will be posted on www.buyandsell.gc.ca at a later date.

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ANNEX "H" - INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

1.1 Commercial General Liability insurance must be effected by the Contractor and maintained in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but, in any case, for a limit of liability NOT LESS THAN \$2,000,000 per accident or occurrence and in the annual aggregate.

1.2 The following endorsements must be included:

- (a) Additional Insured: Canada is included as an additional insured, but only with respect to liabilities that may arise from the Contractor's own negligence in the performance of the Contract;
- (b) The interest of Canada as additional insured should read as follows: Canada, represented by the DND and/or PWGSC;
- (c) Notice of Cancellation or Amendment: The Insurer agrees to provide the Contracting Authority thirty (30) days written notice of policy cancellation;
- (d) Cross Liability: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each;
- (e) Contractual Liability: The policy must, on a blanket basis or by specific reference to this Contract, extend to assumed liabilities with respect to contractual insurance provisions;
- (f) Contingent Employer's Liability: To protect the Contractor for liabilities arising in the management and administration of statutory and contractual entitlements of its employees;
- (g) Employees as Additional Insured: All employees, on behalf of the Contractor, must be included as additional insured;
- (h) Voluntary Medical Payments, \$5,000 per person, \$25,000 per accident: To provide for expenses incurred in instances of minor accidental bodily injuries without determination of liability;
- (i) Non-owned Automobile: To protect the Contractor for liabilities arising by its use of vehicles owned by other parties;
- (j) Products and Completed Operations Broad Form (24 months): While not limited to, the endorsement should include service, assembly and repair activities as well as material, parts or equipment furnished in connection with the work performed by the Contractor or on its behalf.
- (k) Litigation Rights: Consistent with subsection 5(d) of the Department of Justice Act, R.S.C. 1993, c. J-2, s.1, it is understood and agreed that where any suit is instituted for or against Canada which the Insurer or Insurers would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Insured under this insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt to:

(1) For the province of Quebec:

Director

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

(2) For all other provinces and territories:

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

The notification must be followed, within a reasonable period, by an information copy to the Contracting Authority.

The Insurer also agrees that Canada reserves the right to co-defend any action brought against Canada. However, all expenses incurred by Canada to co-defend such actions would be at Canada's expense. Notwithstanding the foregoing, if Canada decides to co-defend any action brought against it, and Canada will not agree to a proposed settlement documented and agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action as against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed amount for which the action as against Canada would have been settled and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

2. All Risk Property Insurance

2.1 Property insurance coverage must be effected by the Contractor and maintained in force on government property while under the care, custody or control of the Contractor in an amount of NOT LESS THAN \$4,000,000.00 CDN. Government property must be insured on replacement value basis.

Administration of Claims:

The Contractor agrees to monitor, investigate and document losses of or damage to government property to ensure that claims are properly made and paid to Canada.

Endorsements:

The following endorsement must be included:

(a) Notice of Cancellation or Amendment: The Insurer agrees to give the Contracting Authority at least thirty (30) days written notice of any policy cancellation or any changes in the policy coverage;

(b) Settlement of Claims: The insurance proceeds regarding any loss of or damage to government property must be payable to the appropriate party as directed by the Contracting Authority and;

(c) Loss Payee: Canada as its interest may appear or it may direct.

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

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

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

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

OR

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

B. Check only one of the following:

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

OR

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

ANNEX "J" - CONFIDENTIALITY AGREEMENT

TO: HER MAJESTY THE QUEEN IN RIGHT OF CANADA ("CANADA"), AS REPRESENTED BY THE MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES

The description of the requirement of bid solicitation No. W8475-07-AM03 contains information that is confidential or proprietary to Canada or to a third party (the Confidential Information) that is not to be disclosed or used in any way other than as set out below.

The Bidder agrees that:

- (a) it must not, without first obtaining the written permission of the Contracting Authority, disclose to anyone, other than an employee or a proposed subcontractor with a need to know, the Confidential Information;
- (b) it must not make copies of the Confidential Information or use it for any purpose other than for the preparation of a bid in response to the bid solicitation identified above;
- (c) at closing date, it must immediately deliver the Confidential Information to the Contracting Authority as well as every draft, working paper and note that contains any information related to the Confidential Information. The Contracting Authority will accept as an alternative measure a Declaration of Destruction duly signed by a designated company official certifying that all company held Confidential Information related to this RFP has been destroyed. The subject declaration certificate is to be produced locally on Company Letterhead and forwarded to the Contracting Authority.

The Bidder must require any proposed subcontractor referred to in (a) above to execute a Confidentiality Agreement on the same conditions as those contained in this agreement.

The Bidder acknowledges and agrees that it will be liable for any and all claims, loss, damages, costs, or expenses incurred or suffered by Canada caused by the failure of the Bidder, or by anyone to whom the Bidder discloses the Confidential Information to comply with these conditions.

Nothing in this Confidentiality Agreement should be construed as limiting the Bidder's right to disclose any information to the extent that such information:

- (a) is or becomes in the public domain through no fault of the Bidder or any proposed subcontractor;
- (b) is or becomes known to the Bidder from a source other than Canada, except any source that is known to the Bidder to be under an obligation to Canada not to disclose the information;
- (c) is independently developed by the Bidder; or
- (d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

Name of Bidder

Signed by its authorized representative

Date

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ANNEX "K" - DND 626 TASK AUTHORIZATION FORM

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National Défense Défense nationale		Page 1 of 1	
Task Authorization		Autorisation de tâches	
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		Contract No. No du contrat	
		Task No. No de la tâche	
Amendment No. - No de la modification 00:00:00		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. Invoice/progress claims shall be prepared in accordance with the instructions set out in the contract.	
DELIVERY LOCATION - EXPÉDIER À		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 délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.	
DELIVERY/COMPLETION DATE DATE DE LIVRAISON/D'ACHÈVEMENT Y/M/D		Date for the Department of National Defence pour le ministère de la Défense nationale	
Contract Item No. No d'article du contrat	Services		Cost/Prix
00001	REQUIREMENT/BESOIN Reason for order Special Instructions		
Subtotal			
GST/HST TPS/TVH			
Total			
APPLICABLE ONLY TO PWGSC CONTRACTS: The Contract Authority signature is required when the total value of the DND625 exceeds the threshold specified in the contract. NE S'APPLIQUE QU'AUX CONTRATS DE TPSCG : La signature de l'autorité contractante est requise lorsque la valeur totale de la DND625 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			

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ANNEX B

MILESTONE DESCRIPTION AND

ACHIEVEMENT CRITERIA

AND

BASIS OF PAYMENT

FOR TCR MODERNIZATION PROJECT

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1. Milestone Descriptions and Achievement Criteria

1.1. Milestone 1 - Preliminary Design Review (PDR)

1.1.1. Milestone 1 is the completion of the Tactical Control Radar (TCR) System Preliminary Design Review (PDR) – Annex A, 5.12.2.

1.1.2. This milestone requires submission of the following deliverables:

Table 1-1: Contract Deliverables for Milestone 1

Contract Deliverable	CDRL Reference	DID Reference	SOW reference
Draft Project Management Plan	A001	PM-001	2.2
Final Project Management Plan	A001	PM-001	2.2
PDR Agenda	A002	PM-002	5.12.2.2
IPR, TIM & IPGC Agenda	A002	PM-002	
Draft IPGC Meeting Minutes	A003	PM-003	
Draft IPR & TIM Meeting Minutes	A003	PM-003	
Final IPGC Meeting Minutes	A003	PM-003	
Final IPR & TIM Meeting Minutes	A003	PM-003	
Draft PDR Meeting Minutes	A003	PM-003	
Final PRM #1 Meeting Minutes	A003	PM-003	
Final PDR Meeting Minutes	A003	PM-003	
Final IPGC Presentation Package	A004	PM-004	
Draft IPR Presentation Package	A006	PM-006	2.7.1 and 2.7.1.2
Final IPR Presentation Package	A006	PM-006	2.7.1 and 2.7.1.2
Draft Master Project Schedule	A007	PM-007	
Final Master Project Schedule	A007	PM-007	
Draft System Engineering Management Plan	B002	SE-002	5.2, 5.2.1, 5.3.3 and 5.12.6.4
Final System Engineering Management Plan	B002	SE-002	5.2, 5.2.1, 5.3.3 and 5.12.6.4
Draft System Design Document	B003	SE-003	5.4.2, 5.5, 5.5.1 and 5.7.1
Draft Interface Control Document	B005	SE-005	5.4.2, 5.7.1, 5.7.2, 5.12.2.4, 7.2.4.16.3, 7.4.5 and 7.5.1.1.5

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Contract Deliverable	CDRL Reference	DID Reference	SOW reference
Draft Electromagnetic Environment Effects (E3) Control Plan	B006	SE-006	5.9.1.1
Draft System Security Management Plan	B007	SE-007	5.11.1
Draft Security Functional Specification	B009	SE-009	5.11.3
Final Security Functional Specifications	B009	SE-009	5.11.3
Draft Security Architectural Design	B010	SE-010	5.11.4 and 5.11.5.1
Draft EMSEC Control Plan	B011	SE-011	5.10.2
Draft PDR Presentation Package	B015	SE-015	, 5.12.1.3, 5.12.2.1, 7.10.1.3, 7.10.2.3 and 7.12.2
Final PDR Presentation Package	B015	SE-015	, 5.12.1.3, 5.12.2.1, 7.10.1.3, 7.10.2.3 and 7.12.2
Draft GSM and GFE Integration Plan	B017	SE-017	5.13.1
Final GSM and GFE Integration Report	B018	SE-018	5.13.1.1
Draft Frequency Allocation and Emitter Data	B024	SE-024	5.14.1.3 and 5.15.1.5
Draft ILS Plan	C001	ILS-001	3.3.1, 3.3.2.3, 3.5.2, 3.5.3, 3.5.4.1 and 3.5.4.2
Final ILS Plan	C001	ILS-001	3.3.1, 3.3.2.3, 3.5.2, 3.5.3, 3.5.4.1 and 3.5.4.2
Draft Maintenance Plan	C002	ILS-002	3.6.4 and 3.10
Draft Parts Provisioning Breakdown (PPB)	C005	ILS-005	3.7.3, 3.9.3 and 3.9.8.3
Draft Technical Publications Requirements List (TPRL)	C006	ILS-006	3.12.1
Draft R&M Predictions Data	C015	ILS-015	3.6.1, 3.7.5.1 and 5.2.3
Draft Level of Repair Analysis Report (LORA)	C016	ILS-016	3.6.2, 3.6.2.1 and 3.6.2.2
Draft Sparing Analysis Report	C017	ILS-017	3.6.3, 3.6.3.1, 3.6.3.2 and 3.6.3.3
Draft Supplementary Provisioning Technical Documentation (SPTD)	C022	ILS-022	, 3.7.3.2, 3.7.3.3, 3.7.4, 3.7.4.1, 3.7.5.1, 3.7.6.2 and 3.9.7.1

Contract Deliverable	CDRL Reference	DID Reference	SOW reference
Draft Interim Spares List (ISL)	C032	ILS-032	3.7.3.3
Draft Long Lead Times Items List	C033	ILS-033	3.7.3.1
Draft Logistic Support Analysis Plan (LSAP)	C034	ILS-034	3.5.2
Draft Integrated Master Test Plan (IMTP)	D001	TE-001	6.1.1 and 6.4.2
Final Concept Design Report	E005	TR-005	5.12.2.4

1.1.3. This milestone will be achieved when the following work is completed to Canada's satisfaction:

- (a) Contractor's conduct of the PDR Meetings;
- (b) Contractor's submission of the preliminary TCR system, subsystems and configuration items design.
- (c) Contractor's confirmation that all issues and action items identified during the PDR effort have been closed and completed, respectively; and
- (d) Contractor's submission of all PDR related Data Item Descriptions (DIDs) identified above in Table 1-1 above.

1.2. Milestone 2 - Critical Design Review (CDR)

1.2.1. Milestone 2 is the completion of the TCR System Critical Design Review (CDR) – Annex A, 5.12.3

1.2.2. This milestone requires submission of the following deliverables:

Table 1-2: Contract Deliverables for Milestone 2

Contract Deliverable	CDRL Reference	DID Reference	SOW reference
Draft CDR Agenda	A002	PM-002	5.12.3.1
PRM #3 Agenda	A002	PM-002	2.6.2, 2.6.3, 2.7.1, 2.7.2, 2.7.2.1, 2.7.3, 2.8.1, 2.8.1.1, 2.8.2, 3.3.2.2, 3.7.1, 3.7.5.1, 5.12.2.2, 5.12.3.2, 5.12.4.3, 5.12.6.3 and 6.3.4
Draft CDR Meeting Minutes	A003	PM-003	2.6.2, 2.6.3, 2.7.1, 2.7.2, 2.7.3, 3.3.2.2, 3.7.5.1, 5.12.2.2, 5.12.3.2, 5.12.3.5,

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Contract Deliverable	CDRL Reference	DID Reference	SOW reference
			5.12.4.3, 5.12.6.3 and 6.3.4
Final Critical Design Review Minutes	A003	PM-003	2.6.2, 2.6.3, 2.7.1, 2.7.2, 2.7.3, 3.3.2.2, 3.7.5.1, 5.12.2.2, 5.12.3.2, 5.12.3.5, 5.12.4.3, 5.12.6.3 and 6.3.4
Final System Design Document	B003	SE-003	5.4.2, 5.5, 5.5.1 and 5.7.1
Draft Product Specifications	B004	SE-004	5.4.2, 5.6, 5.6.1 and 5.12.3.4
Final Product Specifications	B004	SE-004	5.4.2, 5.6, 5.6.1 and 5.12.3.4
Final Interface Control Document	B005	SE-005	5.4.2, 5.7.1, 5.7.2, 5.12.2.4, 7.2.4.16.3, 7.4.5 and 7.5.1.1.5
Final Electromagnetic Environment Effects (E3) Control Plan	B006	SE-006	5.9.1.1
Final System Security Management Plan	B007	SE-007	5.11.1
Final Security Architectural Design	B010	SE-010	5.11.4 and 5.11.5.1
Final EMSEC Control Plan	B011	SE-011	5.10.2
Draft Security Detail Design	B012	SE-012	5.11.5.3
Final Security Detail Design	B012	SE-012	5.11.5.3
TEMPEST Test Facility Certification Report	B013	SE-013	5.10.3.3.1
Draft CDR Presentation Package	B016	SE-016	5.11.5.2, 5.12.1.3, 5.12.3, 7.10.1.3 and 7.11.3
Final CDR Presentation Package	B016	SE-016	5.11.5.2, 5.12.1.3, 5.12.3, 7.10.1.3 and 7.11.3
Final GSM and GFE Integration Plan	B017	SE-017	5.13.1
Draft GSM and GFE Integration Report	B018	SE-018	5.13.1.1
Final Frequency Allocation and Emitter Data	B024	SE-024	5.14.1.3 and 5.15.1.5
Final Maintenance Plan	C002	ILS-002	3.6.4 and 3.10
Final Provisioning Parts Breakdown	C005	ILS-005	3.7.3, 3.9.3 and 3.9.8.3
Final Technical Publications	C006	ILS-006	3.12.1

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Contract Deliverable	CDRL Reference	DID Reference	SOW reference
Requirements List (TPRL)			
Draft Acceptance of Commercial and Foreign Government Publications	C007	ILS-007	3.12.2.2
Draft New TCR System Operating Instruction Manual(s)	C008	ILS-008	3.10.1 and 3.12.3
Draft New TCR System Technical Manual(s)	C009	ILS-009	3.10.1 and 3.12.3
Draft Common Bulk Items List (CBIL)	C011	ILS-011	3.7.3.2
Logistics Support Analysis Records (LSAR)	C012	ILS-012	3.3.2.7, 3.5.3, 3.5.3.1, 3.5.3.2, 3.5.3.3, 3.5.4, 3.6.2.1, 3.6.3, 3.6.3.2, 3.6.5.1, 3.7.3.1 and 3.8.4
Draft LSA Candidate Items List	C014	ILS-014	3.5.3.4, 3.6.2 and 3.6.3
Final R&M Predictions Data	C015	ILS-015	3.6.1, 3.7.5.1 and 5.2.3
Final Level of Repair Analysis (LORA)	C016	ILS-016	3.6.2, 3.6.2.1 and 3.6.2.2
Final Sparing Analysis Report	C017	ILS-017	3.6.3, 3.6.3.1, 3.6.3.2 and 3.6.3.3
Draft Request for Nomenclature	C018	ILS-018	3.8.2, 3.9.7.3 and 3.12.2.1
Final Request for Nomenclature	C018	ILS-018	3.8.2, 3.9.7.3 and 3.12.2.1
Equipment Identification Plate Data	C019	ILS-019	3.8.3
Draft Engineering Drawings and Associated Lists	C020	ILS-020	3.8.1, 3.9.7.2 and 5.8.4
Final Engineering Drawings and Associated Lists	C020	ILS-020	3.8.1, 3.9.7.2 and 5.8.4
Engineering Data Lists	C021	ILS-021	3.8.1.3, 3.8.1.4, 5.8.4, 5.8.5, 5.12.2.7 and 5.12.6.2
Final Engineering Data Lists	C021	ILS-021	3.8.1.3, 3.8.1.4, 5.8.4, 5.8.5, 5.12.2.7 and 5.12.6.2
Final Supplementary Provisioning Technical Documentation (SPTD)	C022	ILS-022	, 3.7.3.2, 3.7.3.3, 3.7.4, 3.7.4.1, 3.7.5.1, 3.7.6.2 and 3.9.7.1
Draft Repair & Overhaul (R&O) Plan	C023	ILS-023	3.6.5 and 3.6.5.1
Calibration/Measurements	C029	ILS-029	3.10.2

Contract Deliverable	CDRL Reference	DID Reference	SOW reference
Requirements List (CRMS)			
Final Interim Spares List (ISL)	C032	ILS-032	3.7.3.3
Final Long Lead Time Items List	C033	ILS-033	3.7.3.1
Final Logistic Support Analysis Plan (LSAP)	C034	ILS-034	3.5.2
Draft Integrated Master Test Plan (IMTP)	D001	TE-001	6.1.1 and 6.4.2
Draft Requirements Verification Matrix (RVM)	D002	TE-002	6.2, 6.2.1, 6.2.2 and 6.4.4
Final Requirements Verification Matrix (RVM)	D002	TE-002	6.2, 6.2.1, 6.2.2 and 6.4.4
Final Design Development Report	E006	TR-006	5.12.3.6

1.2.3. This milestone will be achieved when the following work is completed to Canada's satisfaction:

- (a) Contractor's conduct of the CDR Meetings;
- (b) Contractor's submission of the revised TCR system/subsystems and configuration items design;
- (c) Contractor's confirmation that all issues and action items identified during the CDR effort have been closed and completed, respectively; and
- (d) Contractor's submission of all CDR related DIDs identified above in Table 1-2 above.

1.3. Milestone 3 - 42 Rdr Site Design Review (Site DR)

1.3.1. Milestone 3 is the completion of the 42 Rdr Site Design Review (Site DR) – Annex A, 5.12.4

1.3.2. This milestone requires submission of the following deliverables:

Table 1-3: Contract Deliverables for Milestone 3

Contract Deliverable	CDRL Reference	DID Reference	SOW reference
PRM #4 Agenda	A002	PM-002	5.12.4.3
Draft Site Design Reviews Minute	A003	PM-003	2.6.2, 2.6.3, 2.7.1, 2.7.2, 2.7.3, 3.3.2.2, 3.7.5.1, 5.12.2.2, 5.12.3.2, 5.12.3.5, 5.12.4.3, 5.12.6.3 and 6.3.4

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Contract Deliverable	CDRL Reference	DID Reference	SOW reference
Final Site Design Reviews Minute	A003	PM-003	2.6.2, 2.6.3, 2.7.1, 2.7.2, 2.7.3, 3.3.2.2, 3.7.5.1, 5.12.2.2, 5.12.3.2, 5.12.3.5, 5.12.4.3, 5.12.6.3 and 6.3.4
Final Site Design Reviews Presentation Package	A004	PM-004	2.5.1, 2.7.2, 2.7.2.2, 2.7.3, 3.3.2.2, 3.3.2.6, 5.12.2.1, 5.12.3.1 and 5.12.3.5
Final Site Data Packages	B021	SE-021	5.4.2, 5.8, 5.8.1, 5.8.2, 5.8.3, 5.8.4, 5.8.5, 5.12.4.5, 5.12.4.7 and 5.12.6.2
Final Site Data Package	B021	SE-021	5.4.2, 5.8, 5.8.1, 5.8.2, 5.8.3, 5.8.4, 5.8.5, 5.12.4.5, 5.12.4.7 and 5.12.6.2
Draft Site Preparation Report	E001	TR-001	5.12.2.4, 7.11.1 and 7.11.1.1
Final Site Preparation Report	E001	TR-001	5.12.2.4, 7.11.1 and 7.11.1.1
Draft Transition Plan	E003	TR-003	5.13.5
Draft (66%) Construction Document Report (w/ Indicative Class C Construction Cost Estimate)	E007	TR-007	5.12.4.4, 5.12.4.6 and 5.12.4.11
Draft (99%) Construction Document Report (w/ substantive class B construction cost estimate)	E007	TR-007	5.12.4.4, 5.12.4.6 and 5.12.4.11
Final (100%) Construction Document Report (w/ Substantive Class A (Tender) Construction Cost Estimate)	E007	TR-007	5.12.4.4, 5.12.4.6 and 5.12.4.11
Final Construction Document Report (w/ Substantive Class A (Tender) Construction Cost Estimate)	E007	TR-007	5.12.4.4, 5.12.4.6 and 5.12.4.11
Site Design Reviews Agendas	A002	PM-002	2.6.2, 2.6.3, 2.7.1, 2.7.2, 2.7.2.1, 2.7.3, 2.8.1, 2.8.1.1, 2.8.2, 3.3.2.2, 3.7.1, 3.7.5.1, 5.12.2.2, 5.12.3.2, 5.12.4.3, 5.12.6.3 and 6.3.4
Draft Site Surveys (12 ER and 42 Rdr) Meeting Minutes	A003	PM-003	2.6.2, 2.6.3, 2.7.1, 2.7.2, 2.7.3, 3.3.2.2, 3.7.5.1, 5.12.2.2, 5.12.3.2, 5.12.3.5, 5.12.4.3, 5.12.6.3 and 6.3.4
Draft PRM/TIM/IPGC #1 Meeting Minutes	A003	PM-003	2.6.2, 2.6.3, 2.7.1, 2.7.2, 2.7.3, 3.3.2.2, 3.7.5.1, 5.12.2.2, 5.12.3.2, 5.12.3.5, 5.12.4.3, 5.12.6.3 and 6.3.4
Final Site Surveys Meeting	A003	PM-003	2.6.2, 2.6.3, 2.7.1, 2.7.2, 2.7.3, 3.3.2.2,

Contract Deliverable	CDRL Reference	DID Reference	SOW reference
Minutes			3.7.5.1, 5.12.2.2, 5.12.3.2, 5.12.3.5, 5.12.4.3, 5.12.6.3 and 6.3.4
Final PRM #2 Presentation Package	A004	PM-004	2.5.1, 2.7.2, 2.7.2.2, 2.7.3, 3.3.2.2, 3.3.2.6, 5.12.2.1, 5.12.3.1 and 5.12.3.5
Draft Site Data Package	B021	SE-021	5.4.2, 5.8, 5.8.1, 5.8.2, 5.8.3, 5.8.4, 5.8.5, 5.12.4.5, 5.12.4.7 and 5.12.6.2
Draft Installation Plan	E002	TR-002	5.12.2.7 and 5.13.4
Draft Pre-Design Report	E004	TR-004	2.7.1.1
Final Pre-Design Report	E004	TR-004	2.7.1.1
Draft Concept Design Report	E005	TR-005	5.12.2.4
Draft Site Design Reviews Presentation Package	A004	PM-004	2.5.1, 2.7.2, 2.7.2.2, 2.7.3, 3.3.2.2, 3.3.2.6, 5.12.2.1, 5.12.3.1 and 5.12.3.5
Draft Design Development Report	E006	TR-006	5.12.3.6

1.3.3. This milestone will be achieved when the following work is completed to Canada's satisfaction:

- (a) Contractor's conduct of the Site DR Meetings;
- (b) Contractor's submission of the detailed TCR 42 Rdr sites (RTOCs, Garrison, Radar Heads and North Bay) infrastructure re-design as per Annex A, 5.12;
- (c) Contractor's confirmation that all issues and action items identified during the Site DR effort have been closed and completed, respectively; and
- (d) Contractor's submission of all Site DR related DID (Construction Documents with substantive Class A (tender) construction cost estimate, Site Preparation Reports and Site Data Packages) identified above in Table 1-3 above.

1.4. Milestone 4 - 12ER Site Design Review (Site DR)

1.4.1. Milestone 4 is the completion of the TCR 12ER Site Design Review (Site DR) – Annex A, 5.12.4

1.4.2. This milestone requires submission of the following deliverables:

Table 1-4: Contract Deliverables for Milestone 4

Contract Deliverable	CDRL Reference	DID Reference	SOW reference
Draft Site Design Reviews Presentation Package	A004	PM-004	2.5.1, 2.7.2, 2.7.2.2, 2.7.3, 3.3.2.2, 3.3.2.6, 5.12.2.1, 5.12.3.1 and

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Contract Deliverable	CDRL Reference	DID Reference	SOW reference
			5.12.3.5
Draft Design Development Report	E006	TR-006	5.12.3.6
Site Design Reviews Agendas	A002	PM-002	2.6.2, 2.6.3, 2.7.1, 2.7.2, 2.7.2.1, 2.7.3, 2.8.1, 2.8.1.1, 2.8.2, 3.3.2.2, 3.7.1, 3.7.5.1, 5.12.2.2, 5.12.3.2, 5.12.4.3, 5.12.6.3 and 6.3.4
PRM #4 Agenda	A002	PM-002	2.6.2, 2.6.3, 2.7.1, 2.7.2, 2.7.2.1, 2.7.3, 2.8.1, 2.8.1.1, 2.8.2, 3.3.2.2, 3.7.1, 3.7.5.1, 5.12.2.2, 5.12.3.2, 5.12.4.3, 5.12.6.3 and 6.3.4
Draft Site Surveys (12 ER and 42 Rdr) Meeting Minutes	A003	PM-003	2.6.2, 2.6.3, 2.7.1, 2.7.2, 2.7.3, 3.3.2.2, 3.7.5.1, 5.12.2.2, 5.12.3.2, 5.12.3.5, 5.12.4.3, 5.12.6.3 and 6.3.4
Draft PRM/TIM/IPGC #1 Meeting Minutes	A003	PM-003	2.6.2, 2.6.3, 2.7.1, 2.7.2, 2.7.3, 3.3.2.2, 3.7.5.1, 5.12.2.2, 5.12.3.2, 5.12.3.5, 5.12.4.3, 5.12.6.3 and 6.3.4
Final Site Surveys Meeting Minutes	A003	PM-003	2.6.2, 2.6.3, 2.7.1, 2.7.2, 2.7.3, 3.3.2.2, 3.7.5.1, 5.12.2.2, 5.12.3.2, 5.12.3.5, 5.12.4.3, 5.12.6.3 and 6.3.4
Draft Site Design Reviews Minutes	A003	PM-003	2.6.2, 2.6.3, 2.7.1, 2.7.2, 2.7.3, 3.3.2.2, 3.7.5.1, 5.12.2.2, 5.12.3.2, 5.12.3.5, 5.12.4.3, 5.12.6.3 and 6.3.4
Final Site Design Reviews Minutes	A003	PM-003	2.6.2, 2.6.3, 2.7.1, 2.7.2, 2.7.3, 3.3.2.2, 3.7.5.1, 5.12.2.2, 5.12.3.2, 5.12.3.5, 5.12.4.3, 5.12.6.3 and 6.3.4
Final Site Design Reviews Presentation Package	A004	PM-004	2.5.1, 2.7.2, 2.7.2.2, 2.7.3, 3.3.2.2, 3.3.2.6, 5.12.2.1, 5.12.3.1 and 5.12.3.5
Draft Site Data Package	B021	SE-021	5.4.2, 5.8, 5.8.1, 5.8.2, 5.8.3, 5.8.4, 5.8.5, 5.12.4.5, 5.12.4.7 and 5.12.6.2
Final Site Data Packages	B021	SE-021	5.4.2, 5.8, 5.8.1, 5.8.2, 5.8.3, 5.8.4, 5.8.5, 5.12.4.5, 5.12.4.7 and 5.12.6.2
Final Site Data Package	B021	SE-021	5.4.2, 5.8, 5.8.1, 5.8.2, 5.8.3, 5.8.4, 5.8.5, 5.12.4.5, 5.12.4.7 and 5.12.6.2
Draft Site Preparation Report	E001	TR-001	5.12.2.4, 7.11.1 and 7.11.1.1
Final Site Preparation Report	E001	TR-001	5.12.2.4, 7.11.1 and 7.11.1.1
Draft Installation Plan	E002	TR-002	5.12.2.7 and 5.13.4

Contract Deliverable	CDRL Reference	DID Reference	SOW reference
Draft Transition Plan	E003	TR-003	5.13.5
Draft Pre-Design Report	E004	TR-004	2.7.1.1
Final Pre-Design Report	E004	TR-004	2.7.1.1
Draft Concept Design Report	E005	TR-005	5.12.2.4
Draft (66%) Construction Document Report (w/ Indicative Class C Construction Cost Estimate)	E007	TR-007	5.12.4.4, 5.12.4.6 and 5.12.4.11
Draft (99%) Construction Document Report (w/ substantive class B construction cost estimate)	E007	TR-007	5.12.4.4, 5.12.4.6 and 5.12.4.11
Final (100%) Construction Document Report (w/ Substantive Class A (Tender) Construction Cost Estimate)	E007	TR-007	5.12.4.4, 5.12.4.6 and 5.12.4.11
Final Construction Document Report (w/ Substantive Class A (Tender) Construction Cost Estimate)	E007	TR-007	5.12.4.4, 5.12.4.6 and 5.12.4.11

1.4.3. This milestone will be achieved when the following work is completed to Canada's satisfaction:

- (a) Contractor's conduct of the Site DR Meetings;
- (b) Contractor's submission of the revised TCR sites (RTOCs, Garrison, Radar Heads and North Bay) infrastructure re-design;
- (c) Contractor's confirmation that all issues and action items identified during the Site DR effort have been closed and completed, respectively; and
- (d) Contractor's submission of all Site DR related DID's (Construction Documents with substantive Class A (tender) construction cost estimate, Site Preparation Reports and Site Data Packages) identified in Table 1-4 above.

1.5. Milestone 5 - Subsystems and Configuration Items (CI) Factory Acceptance Tests (FAT)

1.5.1. Milestone 5 is the completion of the TCR Subsystems and Configuration Items (CI) Factory Acceptance Tests (FAT) –Annex A, 6.4

1.5.2. This milestone requires submission of the following deliverables:

Table 1-5: Contract Deliverables for Milestone 5

Contract Deliverable	CDRL Reference	DID Reference	SOW reference
Subsystem # 2 FATs Agenda	A002	PM-002	2.6.2, 2.6.3, 2.7.1, 2.7.2, 2.7.2.1, 2.7.3, 2.8.1, 2.8.1.1, 2.8.2, 3.3.2.2, 3.7.1, 3.7.5.1, 5.12.2.2, 5.12.3.2, 5.12.4.3, 5.12.6.3 and 6.3.4
PRM #5 Agenda	A002	PM-002	2.6.2, 2.6.3, 2.7.1, 2.7.2, 2.7.2.1, 2.7.3, 2.8.1, 2.8.1.1, 2.8.2, 3.3.2.2, 3.7.1, 3.7.5.1, 5.12.2.2, 5.12.3.2, 5.12.4.3, 5.12.6.3 and 6.3.4
Subsystem #3 FAT Agenda	A002	PM-002	2.6.2, 2.6.3, 2.7.1, 2.7.2, 2.7.2.1, 2.7.3, 2.8.1, 2.8.1.1, 2.8.2, 3.3.2.2, 3.7.1, 3.7.5.1, 5.12.2.2, 5.12.3.2, 5.12.4.3, 5.12.6.3 and 6.3.4
Draft Subsystem #3 FAT Meeting Minutes	A002	PM-002	2.6.2, 2.6.3, 2.7.1, 2.7.2, 2.7.2.1, 2.7.3, 2.8.1, 2.8.1.1, 2.8.2, 3.3.2.2, 3.7.1, 3.7.5.1, 5.12.2.2, 5.12.3.2, 5.12.4.3, 5.12.6.3 and 6.3.4
Subsystem #4 FAT Agenda	A002	PM-002	2.6.2, 2.6.3, 2.7.1, 2.7.2, 2.7.2.1, 2.7.3, 2.8.1, 2.8.1.1, 2.8.2, 3.3.2.2, 3.7.1, 3.7.5.1, 5.12.2.2, 5.12.3.2, 5.12.4.3, 5.12.6.3 and 6.3.4
Draft Radar Subsystem #1 FAT Meeting Minutes	A003	PM-003	2.6.2, 2.6.3, 2.7.1, 2.7.2, 2.7.3, 3.3.2.2, 3.7.5.1, 5.12.2.2, 5.12.3.2, 5.12.3.5, 5.12.4.3, 5.12.6.3 and 6.3.4
Draft Subsystem #2 FATs Meeting Minutes	A003	PM-003	2.6.2, 2.6.3, 2.7.1, 2.7.2, 2.7.3, 3.3.2.2, 3.7.5.1, 5.12.2.2, 5.12.3.2, 5.12.3.5, 5.12.4.3, 5.12.6.3 and 6.3.4
Final Subsystem #2 Meeting Minutes	A003	PM-003	2.6.2, 2.6.3, 2.7.1, 2.7.2, 2.7.3, 3.3.2.2, 3.7.5.1, 5.12.2.2, 5.12.3.2, 5.12.3.5, 5.12.4.3, 5.12.6.3 and 6.3.4
Draft Subsystem #4 FAT Meeting Minutes	A003	PM-003	2.6.2, 2.6.3, 2.7.1, 2.7.2, 2.7.3, 3.3.2.2, 3.7.5.1, 5.12.2.2, 5.12.3.2, 5.12.3.5, 5.12.4.3, 5.12.6.3 and 6.3.4
Final Radar Subsystem #1 FAT Presentation Package	A004	PM-004	2.5.1, 2.7.2, 2.7.2.2, 2.7.3, 3.3.2.2, 3.3.2.6, 5.12.2.1, 5.12.3.1 and 5.12.3.5
Draft Subsystem #2 FATs Presentation Package	A004	PM-004	2.5.1, 2.7.2, 2.7.2.2, 2.7.3, 3.3.2.2, 3.3.2.6, 5.12.2.1, 5.12.3.1 and 5.12.3.5
Final Subsystem #2 FATs	A004	PM-004	2.5.1, 2.7.2, 2.7.2.2, 2.7.3, 3.3.2.2,

Contract No. - N° de Contrat
W8475-155257

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
164BQ

Client Ref. No. - N° de réf. du client
W8475-155257

File No. - N° du dossier
164BQW8475-155257

CCC No. /N° CCC - FMS No. /N° VME

Contract Deliverable	CDRL Reference	DID Reference	SOW reference
Presentation Package			3.3.2.6, 5.12.2.1, 5.12.3.1 and 5.12.3.5
Draft Subsystem #2 Presentation Package	A004	PM-004	2.5.1, 2.7.2, 2.7.2.2, 2.7.3, 3.3.2.2, 3.3.2.6, 5.12.2.1, 5.12.3.1 and 5.12.3.5
Final Subsystem #3 FAT Presentation Package	A004	PM-004	2.5.1, 2.7.2, 2.7.2.2, 2.7.3, 3.3.2.2, 3.3.2.6, 5.12.2.1, 5.12.3.1 and 5.12.3.5
Draft Subsystem #4 FAT Presentation Package	A004	PM-004	2.5.1, 2.7.2, 2.7.2.2, 2.7.3, 3.3.2.2, 3.3.2.6, 5.12.2.1, 5.12.3.1 and 5.12.3.5
Final Subsystem #4 FAT Presentation Package	A004	PM-004	2.5.1, 2.7.2, 2.7.2.2, 2.7.3, 3.3.2.2, 3.3.2.6, 5.12.2.1, 5.12.3.1 and 5.12.3.5
Final Subsystem #4 FAT Meeting Minutes	A004	PM-004	2.5.1, 2.7.2, 2.7.2.2, 2.7.3, 3.3.2.2, 3.3.2.6, 5.12.2.1, 5.12.3.1 and 5.12.3.5
Draft Subsystem #3 FAT Procedures	B005	SE-005	5.4.2, 5.7.1, 5.7.2, 5.12.2.4, 7.2.4.16.3, 7.4.5 and 7.5.1.1.5
Final Subsystem #2 FAT Procedures	B005	SE-005	5.4.2, 5.7.1, 5.7.2, 5.12.2.4, 7.2.4.16.3, 7.4.5 and 7.5.1.1.5
Draft Radar Subsystems #1 Factory Acceptance Test Plan	D003	TE-003	6.4.3 and 6.4.8.1
Draft Subsystem #2 Factory Acceptance Test Plan	D003	TE-003	6.4.3 and 6.4.8.1
Final Radar Subsystems Factory Acceptance Test Plan	D003	TE-003	6.4.3 and 6.4.8.1
Draft Subsystem #3 Factory Acceptance Test Plan	D003	TE-003	6.4.3 and 6.4.8.1
Final Subsystem #2 Factory Acceptance Test Plan	D003	TE-003	6.4.3 and 6.4.8.1
Draft Subsystem #4 Factory Acceptance Test Plan	D003	TE-003	6.4.3 and 6.4.8.1
Final Subsystem #3 Factory Acceptance Test Plan	D003	TE-003	6.4.3 and 6.4.8.1
Final Subsystem #4 Factory Acceptance Test Plan	D003	TE-003	6.4.3 and 6.4.8.1
Draft Radar Subsystem #1	D005	TE-005	6.3.3, 6.4.3, 6.5.5 and 6.5.14

Contract Deliverable	CDRL Reference	DID Reference	SOW reference
Factory Acceptance Test Procedure			
Draft Subsystems #2 Factory Acceptance Test Procedures	D005	TE-005	6.3.3, 6.4.3, 6.5.5 and 6.5.14
Final Radar Subsystems Factory Acceptance Test Procedures	D005	TE-005	6.3.3, 6.4.3, 6.5.5 and 6.5.14
Draft Subsystems #3 Factory Acceptance Test Procedures	D005	TE-005	6.3.3, 6.4.3, 6.5.5 and 6.5.14
Final Subsystems #2 Factory Acceptance Test Procedures	D005	TE-005	6.3.3, 6.4.3, 6.5.5 and 6.5.14
Draft Subsystems #4 Factory Acceptance Test Procedures	D005	TE-005	6.3.3, 6.4.3, 6.5.5 and 6.5.14
Final Subsystems #3 Factory Acceptance Test Procedures	D005	TE-005	6.3.3, 6.4.3, 6.5.5 and 6.5.14
Final Subsystems #4 Factory Acceptance Test Procedures	D005	TE-005	6.3.3, 6.4.3, 6.5.5 and 6.5.14
Radar Subsystems #1 Factory Acceptance Test Report (ATR)	D006	TE-006	6.4.8.2, 6.4.9, 6.4.12 and 6.5.15
Subsystems #2 Factory Acceptance Test report (ATR)	D006	TE-006	6.4.8.2, 6.4.9, 6.4.12 and 6.5.15
Subsystems #3 Factory Acceptance Test Report (ATR)	D006	TE-006	6.4.8.2, 6.4.9, 6.4.12 and 6.5.15
Subsystems #4 Factory Acceptance Test Report (ATR)	D006	TE-006	6.4.8.2, 6.4.9, 6.4.12 and 6.5.15

1.5.3. This milestone will be achieved when the following work is completed to Canada's satisfaction:

- (a) Completion of the Test Readiness Reviews (TRRs) for all TCR Subsystems and CIs FATs;
- (b) Completion of all FAT tests in accordance with the approved Final FAT plan, procedures and matrix of the TCR Subsystems and CIs;
- (c) Completion of all TCR Subsystems and CIs FAT related retest and regression tests;
- (d) Completion of updates to the TCR Subsystems/CIs FAT test documents resulting from retest and regression activities;
- (e) Resolution, correction and closure of all TCR Subsystems and CIs FAT test problems, deficiencies and action items associated with the FAT including deficiencies of test support equipment and software; and

- (f) Contractor's submission of all final DID's related to all TCR Subsystems and Configuration Items (CI) FATs, identified in Table 1-5 above.

1.6. Milestone 6 - Systems Factory Acceptance Tests (FAT)

1.6.1. Milestone 6 is the completion of TCR Systems FATs - Annex A, 6.4

1.6.2. This milestone requires submission of the following deliverables:

Table 1-6: Contract Deliverables for Milestone 6

Contract Deliverable	CDRL Reference	DID Reference	SOW reference
Final TCR System FAT Procedures	B005	SE-005	5.4.2, 5.7.1, 5.7.2, 5.12.2.4, 7.2.4.16.3, 7.4.5 and 7.5.1.1.5
Draft Electromagnetic Environmental Effects (E3) Test Plan	B022	SE-022	5.9.2
Final Common Bulk Items List (CBIL)	C011	ILS-011	3.7.3.2
Final LSA Candidate Items List	C014	ILS-014	3.5.3.4, 3.6.2 and 3.6.3
Draft System Factory Acceptance Test Plan	D003	TE-003	6.4.3 and 6.4.8.1
Final System Factory Acceptance Test Plan	D003	TE-003	6.4.3 and 6.4.8.1
PRM #7 Agenda	A002	PM-002	2.6.2, 2.6.3, 2.7.1, 2.7.2, 2.7.2.1, 2.7.3, 2.8.1, 2.8.1.1, 2.8.2, 3.3.2.2, 3.7.1, 3.7.5.1, 5.12.2.2, 5.12.3.2, 5.12.4.3, 5.12.6.3 and 6.3.4
TCR System #2 FAT Agenda	A002	PM-002	2.6.2, 2.6.3, 2.7.1, 2.7.2, 2.7.2.1, 2.7.3, 2.8.1, 2.8.1.1, 2.8.2, 3.3.2.2, 3.7.1, 3.7.5.1, 5.12.2.2, 5.12.3.2, 5.12.4.3, 5.12.6.3 and 6.3.4
Draft TCR System #1 FAT Meeting Minutes	A003	PM-003	2.6.2, 2.6.3, 2.7.1, 2.7.2, 2.7.3, 3.3.2.2, 3.7.5.1, 5.12.2.2, 5.12.3.2, 5.12.3.5, 5.12.4.3, 5.12.6.3 and 6.3.4
Draft TCR System #2 FAT Meeting Minutes	A003	PM-003	2.6.2, 2.6.3, 2.7.1, 2.7.2, 2.7.3, 3.3.2.2, 3.7.5.1, 5.12.2.2, 5.12.3.2, 5.12.3.5, 5.12.4.3, 5.12.6.3 and 6.3.4
Final PRM #8 Meeting Minutes	A003	PM-003	2.6.2, 2.6.3, 2.7.1, 2.7.2, 2.7.3, 3.3.2.2, 3.7.5.1, 5.12.2.2, 5.12.3.2, 5.12.3.5, 5.12.4.3, 5.12.6.3 and 6.3.4

Contract Deliverable	CDRL Reference	DID Reference	SOW reference
Final TCR System #1 FAT Presentation Package	A004	PM-004	2.5.1, 2.7.2, 2.7.2.2, 2.7.3, 3.3.2.2, 3.3.2.6, 5.12.2.1, 5.12.3.1 and 5.12.3.5
Final TCR System #2 FAT Presentation Package	A004	PM-004	2.5.1, 2.7.2, 2.7.2.2, 2.7.3, 3.3.2.2, 3.3.2.6, 5.12.2.1, 5.12.3.1 and 5.12.3.5
Draft Electromagnetic Environmental Effects (E3) Test Report	B023	SE-023	5.9..3
Final Electromagnetic Environmental Effects (E3) Test Report	B023	SE-023	5.9..3
Final Repair & Overhaul (R&O) Plan	C023	ILS-023	3.6.5 and 3.6.5.1
Material Safety Data Sheets (MSDS)	C028	ILS-028	3.9.4 and 3.9.4.1
Final Systems Factory Acceptance Test Procedures	D005	TE-005	6.3.3, 6.4.3, 6.5.5 and 6.5.14
TCR System #1 Factory Acceptance Test Report (ATR)	D006	TE-006	6.4.8.2, 6.4.9, 6.4.12 and 6.5.15
TCR System #2 Factory Acceptance Test Report (ATR)	D006	TE-006	6.4.8.2, 6.4.9, 6.4.12 and 6.5.15
Final Electromagnetic Environmental Effects (E3) Test Plan	B022	SE-022	5.9..2
Draft Calibration/Measurements Requirements Summary (CRMS)	C029	ILS-029	3.10.2
Draft Systems Factory Acceptance Test Procedures	D005	TE-005	6.3.3, 6.4.3, 6.5.5 and 6.5.14

1.6.3. This milestone will be achieved when the following work is completed on all TCR Systems to Canada's satisfaction:

- (a) Contractor's completion of the Test Readiness Reviews for the two TCR System FATs;
- (b) Contractor's completion of all FAT tests for the two TCR Systems in accordance with the approved Final FAT plan, procedures and matrix;
- (c) Contractor's completion of all TCR Systems FATs related retest and regression tests;

- (d) Contractor's completion of updates to the TCR Systems FAT test documents resulting from retest and regression activities;
- (e) Contractor's resolution, correction and closure of all TCR systems FAT test problems, deficiencies and action items associated with the FAT effort, including deficiencies of test support equipment and software; and
- (f) Contractor's submission of all final DIDs related to TCR System FAT identified in Table 1-6 above.

1.7. Milestone 7 – Training (1st System)

1.7.1. Milestone 7 is the completion of all training for the 1st TCR System – Annex A, 3.11

1.7.2. This milestone requires submission of the following deliverables:

Table 1-7: Contract Deliverables for Milestone 7

Contract Deliverable	CDRL Reference	DID Reference	SOW reference
Final PRM #7 Presentation Package	A004	PM-004	2.5.1, 2.7.2, 2.7.2.2, 2.7.3, 3.3.2.2, 3.3.2.6, 5.12.2.1, 5.12.3.1 and 5.12.3.5
Final Acceptance of Commercial and Foreign Government Publications	C007	ILS-007	3.12.2.2
Final New System Operating Instruction Manual(s)	C008	ILS-008	3.10.1 and 3.12.3
Final New TCR System Technical Manual(s)	C009	ILS-009	3.10.1 and 3.12.3
Draft Training Plan (TP)	C030	ILS-030	3.11.1
Final Training Plan (TP)	C030	ILS-030	3.11.1
Draft Training Material	C031	ILS-031	3.11.7
Final Training Material	C031	ILS-031	3.11.7

1.7.3. This milestone will be achieved when the following work is completed to Canada's satisfaction:

- (a) Contractor's completion of all 1st TCR System training courses in accordance with the SOW;
- (b) Contractor's completion of updates to the training documents resulting from corrections, changes and modifications requested during the 1st TCR System training;
- (c) Contractor's resolution, correction and closure of all training problems, deficiencies and action items associated with the 1st TCR System training effort, including deficiencies of training equipment, training documentation and software; and

- (d) Contractor's submission of all final DID's related to the training of the 1st TCR System identified in Table 1-7 above.

1.8. Milestone 8 - Site Acceptance Tests (SATs) - 1st System

1.8.1. Milestone 8 is the completion of Site Acceptance Tests (SATs) for the 1st TCR System – Annex A, 6.5

1.8.2. This milestone requires submission of the following deliverables:

Table 1-8: Contract Deliverables for Milestone 8

Contract Deliverable	CDRL Reference	DID Reference	SOW reference
Draft TCR System #1 PCIA Agenda	A002	PM-002	2.6.2, 2.6.3, 2.7.1, 2.7.2, 2.7.2.1, 2.7.3, 2.8.1, 2.8.1.1, 2.8.2, 3.3.2.2, 3.7.1, 3.7.5.1, 5.12.2.2, 5.12.3.2, 5.12.4.3, 5.12.6.3 and 6.3.4
TCR System #1 SAT Agenda	A002	PM-002	2.6.2, 2.6.3, 2.7.1, 2.7.2, 2.7.2.1, 2.7.3, 2.8.1, 2.8.1.1, 2.8.2, 3.3.2.2, 3.7.1, 3.7.5.1, 5.12.2.2, 5.12.3.2, 5.12.4.3, 5.12.6.3 and 6.3.4
TCR System #2 PCIA Agenda	A002	PM-002	5.12.6.3
Draft TCR System #1 PCIA Meeting Minutes	A003	PM-003	2.6.2, 2.6.3, 2.7.1, 2.7.2, 2.7.3, 3.3.2.2, 3.7.5.1, 5.12.2.2, 5.12.3.2, 5.12.3.5, 5.12.4.3, 5.12.6.3 and 6.3.4
Draft TCR System #1 SAT Meeting Minutes	A003	PM-003	2.6.2, 2.6.3, 2.7.1, 2.7.2, 2.7.3, 3.3.2.2, 3.7.5.1, 5.12.2.2, 5.12.3.2, 5.12.3.5, 5.12.4.3, 5.12.6.3 and 6.3.4
Final TCR System #1 SAT Meeting Minutes	A003	PM-003	2.6.2, 2.6.3, 2.7.1, 2.7.2, 2.7.3, 3.3.2.2, 3.7.5.1, 5.12.2.2, 5.12.3.2, 5.12.3.5, 5.12.4.3, 5.12.6.3 and 6.3.4
Final TCR System #1 PCIA Presentation Package	A004	PM-004	2.5.1, 2.7.2, 2.7.2.2, 2.7.3, 3.3.2.2, 3.3.2.6, 5.12.2.1, 5.12.3.1 and 5.12.3.5
Final TCR System #1 SAT Presentation Package	A004	PM-004	2.5.1, 2.7.2, 2.7.2.2, 2.7.3, 3.3.2.2, 3.3.2.6, 5.12.2.1, 5.12.3.1 and 5.12.3.5
Final Software Users Manuals	C004	ILS-004	3.8.4.2
System Software	C013	ILS-013	3.8.4.1
System Software	C013	ILS-013	3.8.4.1
Special PHST Consideration Items List	C026	ILS-026	3.9.2
Packaging Data	C027	ILS-027	3.9.3 and 3.9.3.2
Final Site Acceptance Test Plan (SATP)	D004	TE-004	6.5.5

Contract Deliverable	CDRL Reference	DID Reference	SOW reference
Final Site Acceptance Test Procedures	D005	TE-005	6.3.3, 6.4.3, 6.5.5 and 6.5.14
TCR System #1 Site Acceptance Test Report	D006	TE-006	6.4.8.2, 6.4.9, 6.4.12 and 6.5.15
Final Installation Plan	E002	TR-002	5.12.2.7 and 5.13.4
Final Transition Plan	E003	TR-003	5.13.5
Post Construction Phase Report	E008	TR-008	
Draft Site Acceptance Test Plan (SATP)	D004	TE-004	6.5.5
Draft Site Acceptance Test Procedures	D005	TE-005	6.3.3, 6.4.3, 6.5.5 and 6.5.14
Draft Software Users Manuals	C004	ILS-004	3.8.4.2

1.8.3. This milestone will be achieved when the following work is completed to Canada's satisfaction:

- (a) Contractor's completion of the Physical Configuration and Installation Audit (PCIA) of the 1st TCR System;
- (b) Contractor's completion of the Test Readiness Reviews (TRRs) of the 1st TCR System SATs;
- (c) Contractor's completion of the Site and Operational Acceptance Tests of the 1st TCR System in accordance with the approved final SAT plans, procedures and matrix;
- (d) Successful completion of the Operational Testing and Evaluation (OT&E) and Commissioning Flight Check (CFC) of the 1st TCR System;
- (e) Successful completion of all retest and regression tests of the 1st TCR System; and
- (f) Contractor's submission of all final DIDs related to the training of the 1st TCR System identified in Table 1-8 above.

1.9. Milestone 9 -- Training (2nd System)

1.9.1. Milestone 9 is the completion of all training for 2nd TCR System Annex A, 3.11

1.9.2. This milestone requires submission of the following deliverables:

Table 1-9: Contract Deliverables for Milestone 9

Contract Deliverable	CDRL Reference	DID Reference	SOW reference
PRM #9 Agenda	A002	PM-002	2.6.2, 2.6.3, 2.7.1, 2.7.2, 2.7.2.1, 2.7.3, 2.8.1, 2.8.1.1, 2.8.2, 3.3.2.2, 3.7.1, 3.7.5.1, 5.12.2.2, 5.12.3.2, 5.12.4.3, 5.12.6.3 and 6.3.4
Draft PRM #9 Meeting Minutes	A003	PM-003	2.6.2, 2.6.3, 2.7.1, 2.7.2, 2.7.3, 3.3.2.2, 3.7.5.1, 5.12.2.2, 5.12.3.2, 5.12.3.5, 5.12.4.3, 5.12.6.3 and 6.3.4
Draft Training Material	C031	ILS-031	3.11.7
Final Training Material	C031	ILS-031	3.11.7

1.9.3. This milestone will be achieved when the following work is completed to Canada's satisfaction:

- (a) Contractor's completion of all 2nd TCR System training courses in accordance with the SOW;
- (b) Contractor's completion of updates to training documents resulting from corrections, changes and modifications requested during the 2nd TCR System training;
- (c) Contractor's resolution, correction and closure of all training problems, deficiencies and action items associated with the 2nd TCR System training effort, including deficiencies of training equipment, training documentation and software; and
- (d) Contractor's submission of all DIDs related to the 2nd TCR System training System identified in Table 1-9 above.

1.10. Milestone 10 - Site Acceptance Tests (SATs) – 2nd System

1.10.1. Milestone 10 is the completion of SATs for the 2nd TCR System – Annex A, 6.5

1.10.2. This milestone requires submission of the following deliverables:

Table 1-10: Contract Deliverables for Milestone 10

Contract Deliverable	CDRL Reference	DID Reference	SOW reference
Draft TCR System #2 PCIA Meeting Minutes	A003	PM-003	2.6.2, 2.6.3, 2.7.1, 2.7.2, 2.7.3, 3.3.2.2, 3.7.5.1, 5.12.2.2, 5.12.3.2, 5.12.3.5, 5.12.4.3, 5.12.6.3 and 6.3.4
Draft TCR System #2 SAT Meeting Minutes	A003	PM-003	2.6.2, 2.6.3, 2.7.1, 2.7.2, 2.7.3, 3.3.2.2, 3.7.5.1, 5.12.2.2, 5.12.3.2, 5.12.3.5, 5.12.4.3, 5.12.6.3 and 6.3.4
Final TCR System #2 SAT	A003	PM-003	2.6.2, 2.6.3, 2.7.1, 2.7.2, 2.7.3, 3.3.2.2,

Contract Deliverable	CDRL Reference	DID Reference	SOW reference
Meeting Minutes			3.7.5.1, 5.12.2.2, 5.12.3.2, 5.12.3.5, 5.12.4.3, 5.12.6.3 and 6.3.4
Final TCR System #2 SAT Presentation Package	A004	PM-004	2.5.1, 2.7.2, 2.7.2.2, 2.7.3, 3.3.2.2, 3.3.2.6, 5.12.2.1, 5.12.3.1 and 5.12.3.5
Software User Manuals (SUM)	C004	ILS-004	3.8.4.2
System Software	C013	ILS-013	3.8.4.1
Draft Site Acceptance Test Plan (SATP)	D004	TE-004	6.5.5
Final Site Acceptance Test Plan (SATP)	D004	TE-004	6.5.5
Draft Site Acceptance Test Procedures	D005	TE-005	6.3.3, 6.4.3, 6.5.5 and 6.5.14
Final Site Acceptance Test Procedures	D005	TE-005	6.3.3, 6.4.3, 6.5.5 and 6.5.14
TCR System #2 Site Acceptance Test Report (ATR)	D006	TE-006	6.4.8.2, 6.4.9, 6.4.12 and 6.5.15
Post Construction Phase Report	E008	TR-008	

1.10.3. This milestone must be achieved when the following work is completed to Canada's satisfaction:

- (a) Contractor's completion of the Physical Configuration and Installation Audit (PCIA) of the 2nd TCR System;
- (b) Contractor's completion of the Test Readiness Reviews (TRRs) of the 2nd TCR System SATs;
- (c) Contractor's completion of the Site and Operational Acceptance Tests for the 2nd TCR System in accordance with the approved final SAT plans, procedures and matrix;
- (d) Successful completion of the Operational Testing and Evaluation (OT&E) and Commissioning Flight Check (CFC) for the 2nd TCR System;
- (e) Contractor's successful completion of all retest and regression tests for the 2nd TCR System; and
- (f) Contractor's submission of all final DIDs related to the 2nd TCR System training System identified in Table 1-10 above.

1.11. Milestone 11 - System Bilingual Documentations

1.11.1. Milestone 11 is the acceptance of all TCR System bilingual documentations.

1.11.2. This milestone will be achieved when the following work is completed to Canada's satisfaction:

- (a) Contractor's submission of all TCR System Bilingual Documentation in accordance with Appendix 1 Contract Data Requirements Lists (CDRLs) and Appendix 2 Data Items Descriptions (DIDs); and
- (b) Contractor's submission of all Final Bilingual TCR CDRLs Documentation.

1.12. Milestone 12 - Contract Completion.

1.12.1. Milestone 12 is the final completion of the contract.

1.12.2. This milestone will be achieved when the following work is completed to Canada's satisfaction:

- (a) Final acceptance of the 1st TCR System by 1 Canadian Air Division;
- (b) Final acceptance of the 2nd TCR System by 1 Canadian Air Division; and
- (c) All residual work and deliverables have been performed by the Contractor in accordance with TCR Contract, including the deliverables identified in Table 1-12.

Table 1-12: Contract Deliverables for Milestone 12

Contract Deliverable	CDRL Reference	DID Reference	SOW reference
FPR Agenda	A002	PM-002	2.7.3
Draft FPR #12 Meeting Minutes	A003	PM-003	2.6.2, 2.6.3, 2.7.1, 2.7.2, 2.7.3, 3.3.2.2, 3.7.5.1, 5.12.2.2, 5.12.3.2, 5.12.3.5, 5.12.4.3, 5.12.6.3 and 6.3.4
Draft FPR Presentation Package	A004	PM-004	2.5.1, 2.7.2, 2.7.2.2, 2.7.3, 3.3.2.2, 3.3.2.6, 5.12.2.1, 5.12.3.1 and 5.12.3.5
Final FRP #12 Presentation Package	A004	PM-004	2.5.1, 2.7.2, 2.7.2.2, 2.7.3, 3.3.2.2, 3.3.2.6, 5.12.2.1, 5.12.3.1 and 5.12.3.5
Draft Sustainment Plan	C003	ILS-003	3.6.6
Final Sustainment Plan	C003	ILS-003	3.6.6

2. Basis of Payment

2.1. The Contractor shall be paid firm prices, in Canadian dollars, delivered duty paid (DDP) to the destinations identified in the SOW (FOB DDP or FCA DDP), GST/HST extra, Custom Duties and Excise Taxes included, where applicable. Prices include travel and living expenses.

2.2. Tactical Control Radar (TCR) System Acquisition

2.2.1. A firm lot price shall be paid for the supply, installation, integration, and testing of two (2) TCR systems, including special test and support equipment, one (1) each to 3 ere Bagotville, Quebec and 42 Radar Squadron, 4 Wing Cold Lake, Alberta. All associated equipment, publications, services and training as described in Annex "A" are included in this firm lot price.

- (a) For the two (2) TCR systems, a firm lot price of \$ _____ as per Annex B, Appendix 1.

2.2.2. This firm lot price from Section 2.2.1 will be broken down and payable in accordance with Table 2-1: TCR Systems Milestone Payments.

Table 2-1: TCR Systems Milestone Payments

Milestone Number	Contract Deliverable	Annex C Reference	Schedule	Percentage of Firm Price
1.	Completion of the TCR Preliminary Design Review	Annex C, section 1	4 MACA	5%
2.	Completion of the TCR Critical Design Review	Annex C, section 2	9 MACA	10%
3.	Completion of 42 Rdr Squadron Site Design Review	Annex C, section 3	10 MACA	5%
4.	Completion of 12 ER Site Design Review	Annex C, section 4	12 MACA	5%
5.	Completion of TCR Subsystems / Configuration Items Factory Acceptance Tests (FAT)	Annex C, section 5	16 MACA	10%
6.	Completion of TCR Systems Factory Acceptance Tests (FAT).	Annex C, section 6	18 MACA	10%
7.	Completion of all training for the 1 st TCR System	Annex C, section 7	20 MACA	10%
8.	Completion of Site Acceptance Tests (SAT) of the 1 st TCR System	Annex C, section 8	22 MACA	10%
9.	Completion of all training for the 2nd TCR System	Annex C, section 9	26 MACA	10%
10.	Completion of SATs of the 2 nd TCR System	Annex C, section 10	28 MACA	10%
11.	Acceptance of all Bilingual Documentation	Annex C, section 11	32 MACA	5%
12.	Contract Completion (Final Deliverables Approved/All Discrepancies Cleared)	Annex C, section 12	36 MACA	10%

Notes:

- (a) MACA = Months After Contract Award
- (b) Percentage of firm lot price for the delivery of two (2) TCR systems as per this Annex B
- (c) An Acceptance Test Report is required for each TCR system delivered.

(d) Indicates a No Later Than (NLT) timing for deliveries.

2.2.3. Full descriptions, deliverables and achievement factors for each milestone are identified in section 1 above.

2.3. Purchase of one (1) Additional TCR System

2.3.1. Should Canada exercise its option to purchase one (1) additional TCR system, a firm lot price shall be paid for the supply, installation, integration, and testing of the acquired TCR system, including special test and support equipment to a location in Canada to be named at that time. All associated equipment, publications, services and training as described in Annex "A" SOW are included in this firm lot price.

(a) For the possible one (1) TCR system, a firm lot price of \$ _____, as per Annex B Appendix 1.

2.3.2. This firm lot price will be paid upon written acceptance from Canada.

2.4. In Service Support

2.4.1. Pricing

2.4.1.1. Pricing for In Service Support is provided for the first option period of five (5) years. Pricing for further option years will be negotiated prior to the end of each preceding option period.

2.4.2. Contract Management

2.4.2.1. For the management of the contract and all aspects described in Annex A, Appendix 27, the Contractor will be paid monthly on a Cost Reimbursable Basis up to the annual ceiling price listed in Annex B, Appendix 2, 1.0. If the Contract Management costs exceed the ceiling price herein, the remaining Contract Management costs, if any, will be at the Contractors Own expense.

2.4.3. Support Services

2.4.3.1. When authorized for the provision of Support Services using the labour categories identified in Annex B, Appendix 2, 1.2, Canada will pay the Contractor the Firm Hourly Rate specified.

2.4.4. Spare Parts

2.4.4.1. The TCR Spare Parts performance must comply with the technical requirements of this contract. The TCR Spare Parts must include a warranty period with a minimum of one (1) year for hardware and software followed by Software maintenance and support services for a minimum period of one (1) year.

2.4.4.2. For the supply of TCR Spare Parts on an if, as and when required basis, upon delivery and acceptance, excluding delivery charges, Canada will pay the Contractor the prices listed in Annex B, Appendix 2, 2.0.

2.4.5. Contractor Specialized Test and Support Equipment

2.4.5.1. For the supply of TCR Contractor Specialized Test and Support Equipment on an if, as and when required basis, upon delivery and acceptance, excluding delivery charges, Canada will pay the Contractor the prices listed in Annex B, Appendix 2, 3.0.

2.4.6. Contractor Furnished Material

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2.4.6.1. For all Contractor Furnished Material (CFM) upon inclusion of the CFM into a Task Authorization or this Contract by amendment the Contractor shall be paid its Laid Down Cost, claimable upon receipt and acceptance by the Contractor, the firm mark-up listed in Annex B, Appendix 2, 4.1.

2.4.7. Sub-Contractor Services

2.4.7.1. For sub-contract services, the Contractor shall be paid its Laid Down Cost, claimable upon receipt and acceptance by the Contractor, the firm mark-up listed in Annex b, Appendix 2, 5.1.

2.4.8. Travel and Living Expenses

2.4.8.1. When authorized, the Contractor will be reimbursed its Travel and Living expenses, up to the Ceiling Price listed in Annex B, Appendix 2, 6.0, reasonably and properly incurred in the performance of work outside the scope of Annex A, Appendix 27, at cost, without any allowance for profit and/or administrative overhead. Travel and Living costs will be reimbursed in accordance with the meal, private vehicle and incidental expense provisions set forth in Appendices B, C and D of the Treasury Board Secretariat Travel Directive (<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>). All travel must have the prior authorization of Canada. All payments are subject to government audit. Any and all expenses incurred above the ceiling price will be at the Contractor's own cost.

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ANNEX B, APPENDIX 01

ACQUISITION BASIS OF PAYMENT

FOR

TACTICAL CONTROL RADAR (TCR)

MODERNIZATION PROJECT

Contract No. - N° de Contrat
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Annex B - Basis of Payment, Appendix 1 - Acquisition

Column A Item	Column B Description	Column C Sow Reference	Column D Quantity	Column E Lot Price	Column F Currency	Column G Extended CAD Price
1.0	Acquisition of two (2) TCR Systems A firm lot price shall be paid for the supply, installation, integration, and testing of two (2) TCR systems, including special test and support equipment, one (1) each to 3 ere Bagotville, Quebec and 42 Radar Squadron, 4 Wing Cold Lake, Alberta. All associated equipment, publications, services, training and all infrastructure design requirements for both sites, as described in Annex "A", are included in this firm lot price.	Annex B, 2	1	\$ _____	CAD	\$
2.0	Milestone Payments <i>Bidders must input their total Firm Lot Price for TWO (2) Systems in Column E.</i>					
2.1	Successful Completion of Milestone 1					\$ 5%
2.2	Successful Completion of Milestone 2					\$ 10%
2.3	Successful Completion of Milestone 3					\$ 5%
2.4	Successful Completion of Milestone 4					\$ 5%
2.5	Successful Completion of Milestone 5					\$ 10%
2.6	Successful Completion of Milestone 6					\$ 10%
2.7	Successful Completion of Milestone 7					\$ 10%
2.8	Successful Completion of Milestone 8					\$ 10%
2.9	Successful Completion of Milestone 9					\$ 10%
2.10	Successful Completion of Milestone 10					\$ 10%
2.11	Successful Completion of Milestone 11					\$ 5%
2.12	Successful Completion of Milestone 12					\$ 100%
3.0	Acquisition of one (1) optional TCR System Should Canada exercise its option to purchase one (1) additional TCR system, a firm lot price shall be paid for the supply, installation, integration, and testing of the acquired TCR system, including special test and support equipment to a location in Canada to be named at that time. All associated equipment, publications, services and training as described in Annex "A" SOW are included in this firm lot price. <i>Bidders must input their total Firm Lot Price for ONE (1) OPTIONAL System in Column E.</i>	Annex B, 2.3	1	\$ _____	CAD	\$

9.0 Total Cost of Acquisition of Tactical Control Radar (CAD), including all optional equipment.

\$ 0.00

10.0 Total EVALUATED Cost of Tactical Control Radar project, including the first five (5) year option of In Service Support.

NOTE: THIS VALUE IS FOR EVALUATION PURPOSES ONLY AND DOES NOT REPRESENT ANY INTENDED OR POTENTIAL FINAL CONTRACT VALUE.

\$ 0.00

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ANNEX B, APPENDIX 02
IN SERVICE SUPPORT BASIS OF PAYMENT
FOR
TACTICAL CONTROL RADAR (TCR)
MODERNIZATION PROJECT

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Annex B - Basis of Payment, Appendix 2 - In Service Support	
Column A	Column B
Item	Description
Item	Description
6.0	Travel and Living Expenses When authorized, the Contractor will be reimbursed its Travel and Living expenses reasonably and properly incurred in the performance of work outside the scope of Annex A, Appendix 27, at cost, without any allowance for profit and/or administrative overhead. Travel and Living costs will be reimbursed for the Contractor and its personnel, including but not limited to, the following items in Appendices B, C and D of the Treasury Board Secretariat's Travel Directive (http://www.wa.gc.ca/canada/affaires-travel-voyage/index-eng.htm). All travel must have the prior authorization of Canada. All payments are subject to government audit. Any and all expenses incurred above the ceiling price will be at the Contractor's own cost.

Column C	Column D	Column E	Column F	Column G	Column H	Column I	Column J	Column K	Column L	Column M	Column N	Column O
See Reference	Quantity and VALUATION PURPOSES (ONLY)	Currency	Onion Year 1 Price	Extended Onion Year 1 Price	Onion Year 2 Price	Extended Onion Year 2 Price	Onion Year 3 Price	Extended Onion Year 3 Price	Onion Year 4 Price	Extended Onion Year 4 Price	Onion Year 5 Price	Extended Onion Year 5 Price
See Reference	Quantity	Currency	Onion Year 1 Price	Extended Onion Year 1 Price	Onion Year 2 Price	Extended Onion Year 2 Price	Onion Year 3 Price	Extended Onion Year 3 Price	Onion Year 4 Price	Extended Onion Year 4 Price	Onion Year 5 Price	Extended Onion Year 5 Price
	1	CAD	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Bidders must input their Annual Travel and Living Expense Ceiling Price in columns E, H, J, L and N respectively

7.0 Total EVALUATED Cost of In Service Support of Theilert Control Radar, including all optional equipment.

\$

\$

\$

\$

\$

\$

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ANNEX B, APPENDIX 03
SUPPLEMENTAL SPACE FOR SPARE PARTS
FOR
TACTICAL CONTROL RADAR (TCR)
MODERNIZATION PROJECT

Contract No. - N° de Contrat
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164BQ

CCC No. /N° CCC - FMS No. /N° VME

ANNEX B, APPENDIX 04
SUPPLEMENTAL SPACE FOR STTE
FOR
TACTICAL CONTROL RADAR (TCR)
MODERNIZATION PROJECT

Contract No. - N° de Contrat
W8485-155257

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
164BQ

Client Ref. No. - N° de réf. du client
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File No. - N° du dossier
164BOW8485-155257

CCC No. / N° CCC - FMS No. / N° VME

Annex B - Basis of Payment, Appendix 4 - Additional Space for Contractor Specialized Test and Support Equipment

Quantity	Y/cm
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3.1 Supplemental Space for any other Contractor Specialized Test and Support Equipment required for the proposed system not able to be included previously in Annex B, Appendix 2, section 3.0 - Contractor Specialized Test and Support Equipment.

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Buyer ID - Id de l'acheteur
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File No. - N° du dossier
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CCC No. /N° CCC - FMS No. /N° VME

ANNEX D: SECURITY REQUIREMENTS CHECKLIST

TO BE PROVIDED AT REQUEST FOR PROPOSAL

Contract No. - N° de Contrat
W8485-155257

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W8485-155257

Amd. No. - N° de la modif.

File No. - N° du dossier
164BQW8485-155257

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

ANNEX E
BID EVALUATION MATRIX
FOR
TACTICAL CONTROL RADAR (TCR)
MODERNIZATION PROJECT

1. Introduction

This bid evaluation matrix will be used to evaluate the Bidder's proposal to satisfy the requirements of the Tactical Control Radar (TCR) Modernization project for the Department of National Defence.

The evaluation process is broken down into two segments: Mandatory Requirements, and Rated Criteria.

The Mandatory Requirements must be met in order for the Bidder's proposal to be further considered for evaluation. Mandatory requirements are assessed as either compliant or non-compliant prior to the evaluation of point-rated requirements, and any non-compliant proposals will be eliminated. For the purposes of this Solicitation, mandatory requirements are those requirements identified in the Solicitation that the Bidder "shall" or "must" satisfy.

The Rated Criteria are based on technical features of the Bidder's response that are beyond the minimum mandatory requirements stated in the Statement of Work (SOW). These features are assessed and scored to determine the proposal's added value above the mandatory requirements.

2. Evaluation Process

Bids will be evaluated in the following order:

- a) Evaluation of the Industrial and Technological Benefits Requirements.
- b) Evaluation of Request for Proposal Terms and Conditions.
- c) Evaluation of Mandatory Requirements as detailed in Section E1.
- d) Evaluation of the Rated Criteria as detailed in Section E2.
- e) Price.

FAILURE TO MEET ANY OF THE MANDATORY REQUIREMENTS AS STATED ABOVE WILL RESULT IN THE BID BEING DECLARED AS NON-COMPLIANT.

The Rated Technical Criteria section will constitute a maximum of 153 points of the Bidder's Technical score.

The Bidder's Total Technical Rated Score on Rated Criteria is out of a possible 153 points.

The Total Technical Rated Score will constitute __ (to be added at RFP) % of the overall bid evaluation.

The Price section will constitute __ (to be added at RFP) % of the overall bid evaluation. The Price section will be calculated as follows:

The Final Price Score shall be the lowest compliant bid price divided by the bidder's bid price, and multiplied by __ (to be added at RFP) % to obtain the Final Price Score.

The Value Propositions section will constitute __ (to be added at RFP) % of the overall bid evaluation.

Specific requirements for Mandatory and/or Rated evaluation points pertaining to ITB and VP will be included in the final RFP documents.

The Final Score out of 100% = Total Management/Technical Rated Score (__ (to be added at RFP) %) + Final Price Score (__ (to be added at RFP) %) + Value Propositions Score (__ (to be added at RFP) %).

The Bidder with the highest final score will be the winner of this bid selection process.

3. Matrix Completion

The Bidder must complete the compliance and rated tables in Sections E1 and E2 in full indicating down to the lowest level (e.g. Para number, sub-Para number, etc.) in their Bid supporting documentation where the compliance can be seen and proven to the satisfaction of the evaluation team.

4. Compliance Table and Scoring Table for Technical Rated Criteria

SECTION E1 - TCR SOW MANDATORY REQUIREMENTS - COMPLIANCE TABLE

SECTION E2 – TCR SOW TECHNICAL RATED REQUIREMENTS – SCORING TABLE for Technical RATED Criteria

5. Sample Calculation

The following is an **Example of the Best Value Determination method.**

Three valid bids are received; each is determined to be compliant to all Mandatory Requirements and is scored in the required management and technical areas.

This Best Value determination is based on a ratio of ___ (to be added at RFP) % for the Technical Rated Criteria, ___ (to be added at RFP) % for the price breakdown factor, and ___ (to be added at RFP) % for the Value Proposition Criteria.

A maximum of 153 points is possible for technical score.

NOTE: This is **only** a sample. The prices indicated are just examples, and **DO NOT** represent an estimate of the costs associated with this particular requirement. This is only an example to show how the relationship between technical, management, and price will be handled.

Details:

The three bids were scored as presented below:

	BID #1	BID #2	BID #3
Technical Rated (Max 153 points)	(to be added at RFP)	(to be added at RFP)	(to be added at RFP)
Price	(to be added at RFP)	(to be added at RFP)	(to be added at RFP)
Value Propositions	(to be added at RFP)	(to be added at RFP)	(to be added at RFP)

Sample Calculation:

Bidder	Technical	Price	Value Propositions	Total
BID #1	(to be added at RFP)	(to be added at RFP)	(to be added at RFP)	(to be added at RFP)
BID #2	(to be added at RFP)	(to be added at RFP)	(to be added at RFP)	(to be added at RFP)
BID #3	(to be added at RFP)	(to be added at RFP)	(to be added at RFP)	(to be added at RFP)

In this sample calculation the contract would be awarded to Bid # (to be added at RFP)- based on the highest total score taking into consideration technical requirements, price, and value propositions.

SECTION E1- TCR SOW MANDATORY REQUIREMENTS - COMPLIANCE TABLE

Items 1 through 8 refer to the mandatory requirements detailed in the SOW for the Tactical Control Radar Modernization Project (Annex A).
The Bidder must use the "Comments" column to provide a pointer to the relevant section of the bidder's proposal, and to provide a brief comment to substantiate the compliance response, if required.

Item	SOW Reference	Description	Instructions to Bidders	Rating Criteria and Scale	Bidder's Response
	5.14.1	System Engineering – Frequency Spectrum Management			
1	7.1	Operational. The Contractor must provide operationally accepted Non-Developmental Item (NDI) transportable 3D Long-Range Air Defence Tactical Control Radars.	Bidders must provide documentation proving that the proposed Tactical Control Radar is operationally accepted by other customers. Bidders must provide proof of the proposed Tactical Control Radar configuration management baseline.	PASS: Bidder is able to prove compliance FAIL: Bidder is not able to prove compliance	
	7.1.1	Transportability			
2	7.1.1.2	The TCR system must not exceed the 44,000 lbs per chalk limitation. Furthermore, ISO container size must be limited to a maximum of 20 ft x 8 ft x 8 ft.	Bidders must provide technical data to prove compliance. Technical data must include the physical configuration, weights and dimensions and chalk configuration drawings of the proposed TCR System.	PASS: Bidder is able to prove compliance FAIL: Bidder is not able to prove compliance	

Item	SOW Reference	Description	Instructions to Bidders	Rating Criteria and Scale	Bidder's Response
5	7.2.3.2	<p><u>Target Definition.</u> The PSR must detect targets with the following characteristics:</p> <ul style="list-style-type: none"> a. Radar Cross-Section: 1 square meter (m²) Swerling 2 up to 60 000 feet at 160 NM; b. Radar Cross-Section: 2 square meters (m²) Swerling 2 up to 100 000 feet at 200 NM; and c. Radial Speed: 25 to 2200 knots. 	Bidders must provide technical data to prove compliance. Technical data must include test documentation performed with a feed horn, Radar Analysis Support System or live flight tests.	<p>PASS: Bidder is able to prove compliance</p> <p>FAIL: Bidder is not able to prove compliance</p>	
	7.2.4	Secondary Surveillance Radar (SSR)			
6	7.2.4.5.3.3	Bias For Coverage Area A. For elevation angles <2 degrees, the bias must be within ±0.05 degrees Root Mean Squared (RMS) for elevation angles equal or greater than 2 degrees, the bias will be permitted to change as a function of the elevation angle due to the antenna beam widening. The sensor and antenna reported azimuth bias component change must not exceed the change attributable to the antenna only.	Bidders must provide technical data to prove compliance. Technical data must include test documentation performed with a feed horn, Radar Analysis Support System or live flight tests.	<p>PASS: Bidder is able to prove compliance</p> <p>FAIL: Bidder is not able to prove compliance</p>	
7	7.2.4.5.3.5	Jitter. For coverage area A and all elevation angles less than 20 degrees, the standard deviation of the azimuth errors must not exceed 0.15 degrees.	Bidders must provide technical data to prove compliance. Technical data must include test documentation performed with a feed horn, Radar Analysis Support System or live flight tests.	<p>PASS: Bidder is able to prove compliance</p> <p>FAIL: Bidder is not able to prove compliance</p>	
	7.11.2	Shelter Design			

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Item	SOW Reference	Description	Instructions to Bidders	Rating Criteria and Scale	Bidder's Response
8	7.11.2.1	Due to the transport limitations of the squadrons, the new TCR system must be housed in a maximum of four (4) ISO containers (including radar antenna) or three (3) ISO containers and one (1) radar antenna pallet. The ISO containers must not exceed 20 ft x 8 ft.	Bidders must provide technical data to prove compliance. Technical data must include the total number of ISO shelters and the physical configuration of the proposed ISO shelters comprising the TCR System.	PASS: Bidder is able to prove compliance FAIL: Bidder is not able to prove compliance	

SECTION E 2 – TCR SOW RATED REQUIREMENTS – SCORING TABLE

Items 1 through 21 refer to the rated requirements detailed in the SOW for the Tactical Control Radar Modernization Project (Annex A). In the "Rated Criteria" column, the references to "Point(s)" indicate a point range of one or more.

The Bidder's proposal will be evaluated on the following technical capabilities that exceed the mandatory requirements. The text in the "Description" column is for context only. The "Rated Criteria and Scale" column shows the items to be evaluated.

Item	SOW Reference	Description	Instructions to Bidders	Rating Criteria and Scale	Max. Points	Eval. Score	Verification Documentation
1	7.1.4.2	Availability. The CSM must have an availability of 99.5% under all operating conditions, 24 hours per day, 7 days per week, excluding downtime for preventive maintenance as defined below.	Bidders must provide the Reliability, Maintainability and Availability analysis to prove compliance.	2 Points: The Bidder clearly validates 99.2% availability. 3 Points: The Bidder clearly validates 99.4% availability. 4 Points: The Bidder clearly validates 99.6% availability. 5 Points: The Bidder clearly validates 99.8% availability. 6 Points: The Bidder clearly validates 99.99% availability.	6		

Item	SOW Referenc e	Description	Instructions to Bidders	Rating Criteria and Scale	Max. Points	Eval. Score	Verification Documentation
2	7.1.4.3	Preventive Maintenance. Preventive maintenance of CSM must not exceed 24 hrs per month.	Bidders must provide the Reliability, Maintainability and Availability analysis to prove compliance.	2 Points: The Bidder clearly validates that preventive maintenance does not exceed 21 hrs per month. 4 Points: The Bidder clearly validates that preventive maintenance does not exceed 18 hrs per month. 6 Points: The Bidder clearly validates that preventive maintenance does not exceed 15 hrs per month.	6		
3	7.1.4.4 a	Built-in Test/Fault Isolation (BIT/FI). The radar system BIT/FI requirements are as follows: a. The BIT/FI system must be capable of isolating system faults down to three or less LRUs at least 90% of the time;	Bidders must provide the BIT/FI system structure design to prove compliance.	2 Points: The Bidder clearly validates isolating system faults down to three or less LRUs at least 93% of the time. 4 Points: The Bidder clearly validates isolating system faults down to three or less LRUs at least 96% of the time. 6 Points: The Bidder clearly validates isolating system faults down to three or less LRUs at least 99% of the time.	6		

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Item	SOW Referenc e	Description	Instructions to Bidders	Rating Criteria and Scale	Max. Points	Eval. Score	Verification Documentation
4	7.1.4.4 b	<p>Built-in Test/Fault Isolation (BIT/FI). The radar system BIT/FI requirements are as follows:</p> <p>a. The BIT/FI system must isolate system faults down to one LRU at least 70% of the time;</p>	<p>Bidders must provide the BIT/FI system structure design to prove compliance.</p>	<p>2 Points: The Bidder clearly validates that BIT/FI system isolates system faults down to one LRU at least 80% of the time.</p> <p>3 Points: The Bidder clearly validates that BIT/FI system isolates system faults down to one LRU at least 80% of the time.</p> <p>4 Points: The Bidder clearly validates that BIT/FI system isolates system faults down to one LRU at least 85% of the time.</p> <p>5 Points: The Bidder clearly validates that BIT/FI system isolates system faults down to one LRU at least 90% of the time.</p> <p>6 Points: The Bidder clearly validates that BIT/FI system isolates system faults down to one LRU at least 95% of the time.</p>	6		

Item	SOW Referenc e	Description	Instructions to Bidders	Rating Criteria and Scale	Max. Points	Eval. Score	Verification Documentation
5	7.1.4.5	Mean Time Between Critical Failure (MTBCF). The MTBCF for the CSM portion of the TCR system must be greater than 1500 hours. A critical failure, by definition, is a failure that prevents the system from performing its assigned mission. This includes all critical hardware and software failures that occur.	Bidders must provide the Reliability, Maintainability and Availability analysis to prove compliance.	2 Points: The Bidder clearly validates that the MTBCF is greater than 1750 hours. 4 Points: The Bidder clearly validates that the MTBCF is greater than 2000 hours. 6 Points: The Bidder clearly validates that the MTBCF is greater than 2250 hours.	6		
6	7.1.4.6	Mean Time to Repair (MTTR). The MTTR critical failures for the CSM portion of the TCR system must be less than or equal to 45 minutes.	Bidders must provide MTTR documentation to prove compliance.	2 Points: The Bidder clearly validates that the MTTR is less than or equal to 40 minutes. 4 Points: The Bidder clearly validates that the MTTR is less than or equal to 35 minutes. 6 Points: The Bidder clearly validates that the MTTR is less than or equal to 30 minutes.	6		

Item	SOW Reference	Description	Instructions to Bidders	Rating Criteria and Scale	Max. Points	Eval. Score	Verification Documentation
7	7.1.5.3	<p>Electronic Counter Counter Measures (ECCM). The radar must have ECCM features to minimize the impact of Electronic Counter Measures (ECM) activities, for example:</p> <ul style="list-style-type: none">a. Sensitivity Time Control (STC);b. Low Side-lobe Antenna;c. Side-lobe Blanking;d. Dynamic Range;e. Constant False Alarm Rate (CFAR);f. Moving Target Indicator (MTI);g. Jamming analysis capability; andh. Frequency agility.	<p>Bidders must provide a complete list of ECCM features to prove compliance.</p>	<p>The Bidder clearly validates that the radar has ECCM features. 2 points will be awarded per ECCM features listed from 7.1.5.3 (a.) to (h.) for a maximum of 16 points.</p>	16		

Item	SOW Reference	Description	Instructions to Bidders	Rating Criteria and Scale	Max. Points	Eval. Score	Verification Documentation
8	7.2.1.5	Transmit Blanking. The radar must have a minimum of five (5) operator selectable blanked azimuth sectors (PSR and Monopulse Secondary Surveillance Radar (MSSR) separately). Sector width must be adjustable in increments from 0 to 360 degrees.	Bidders must provide technical documentation to prove compliance.	2 Points: The Bidder clearly validates that the radar has a minimum of eight (8) operator selectable blanked azimuth sectors (PSR and MSSR) separately. 4 Points: The Bidder clearly validates that the radar has a minimum of eleven (11) operator selectable blanked azimuth sectors (PSR and MSSR) separately.	4		
9	7.2.2.1.1	TCR System Computer Resource Capacity. All volatile and non-volatile memory and processor capacity is upgradable by at least 50% with only minor hardware changes/additions. A minor change is a field-level hardware change/addition.	Bidders must provide technical documentation to prove compliance.	2 Points: The Bidder clearly validates that all volatile and non-volatile memory and processor capacity is upgradable by at least 75%. 4 Points: The Bidder clearly validates that all volatile and non-volatile memory and processor capacity is upgradable by at least 100%.	4		
10	7.2.2.2.2	Software must be Graphical User Interface (GUI) based software and should be non-proprietary.	Bidders must provide documentation stating that GUI based software is non-proprietary.	10 Points: The Bidder did demonstrate that GUI based software is non-proprietary.	10		

Item	SOW Referenc e	Description	Instructions to Bidders	Rating Criteria and Scale	Max. Points	Eval. Score	Verification Documentation
11	7.2.2.2.4	Analytical Software. The mission planner/ radar optimizer tool should also be able to determine coverage patterns for a single radar, as well as, scenarios where multiple radars are available to provide overlapping coverage.	Bidders must provide documentation stating that the mission planner/ radar optimizer tool is able to determine coverage patterns for a single radar, as well as, scenarios where multiple radars are available to provide overlapping coverage to prove capabilities.	10 Points: The Bidder did demonstrate that the mission planner/ radar optimizer tool is able to determine coverage patterns for a single radar, as well as, scenarios where multiple radars are available to provide overlapping coverage.	10		
12	7.2.3.4.6	Height Accuracy. For any specified target as defined in 7.2.3.2, up to 180 NM and heights below 100,000 ft, the height error must not exceed 3000 ft RMS including all biases.	Bidders must provide test data that proves that height accuracy statements are substantiated.	5 Points: The Bidder clearly validates that height accuracy of 2800 feet has been achieved. 10 Points: The Bidder clearly validates that height accuracy of 2600 feet has been achieved. 15 Points: The Bidder clearly validates that height accuracy of 2400 feet has been achieved.	15		
13	7.2.3.10	Operating Frequency. The PSR must have a minimum of 50 operating frequency options within the operating band so that the TCR system can be configured to prevent interference with other systems.	Bidders must provide technical documentation to prove capabilities.	5 Points: The Bidder clearly validates that the PSR has 65 operating frequencies. 10 Points: The Bidder clearly validates that the PSR has 80 operating frequencies. 15 Points: The Bidder clearly validates that the PSR has 95 operating frequencies.	15		

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Item	SOW Referenc e	Description	Instructions to Bidders	Rating Criteria and Scale	Max. Points	Eval. Score	Verification Documentation
14	7.2.4.1	Secondary Surveillance Radar (SSR). The SSR must be an AIMS certified MSSR system at the box level.	Bidders must provide AIMS documentation to prove capabilities.	10 Points: The Bidder clearly validates that the SSR is AIMS certified at the platform level.	10		
15	7.2.4.6.4	Sensitivity Time Control (STC) and Gain Time Control (GTC) functions or functionally equivalent gain control adjustments must be provided to minimize the occurrence of false replies arising from reflections. Performance measurements should be done digitally to support higher reliability.	Bidders must provide radar sub-system technical specifications to prove compliance.	4 Points: The Bidder clearly validates that STC and GTC performance measurements are done digitally.	4		
16	7.2.4.6.5	A Side Lobe Suppression (SLS) function must be provided to minimize false target reports. Performance measurements should be done digitally to support higher reliability.	Bidders must provide radar sub-system technical specifications to prove compliance.	4 Points: The Bidder clearly validates that SLS performance measurements are done digitally.	4		

Item	SOW Reference	Description	Instructions to Bidders	Rating Criteria and Scale	Max. Points	Eval. Score	Verification Documentation
17	7.2.5.6 a.	The TCR system must merge MSSR and PSR target reports when both radars detect the same aircraft target. These PSR and MSSR targets should be successfully merged 98 percent of the time scan to scan.	Bidders must provide test data to prove compliance.	<p>2 Points: The Bidder's test data clearly validates that targets are merged 98.5 percent of the time scan to scan.</p> <p>4 Points: The Bidder's test data clearly validates that targets are merged 99% percent of the time scan to scan.</p> <p>6 Points: The Bidder's test data clearly validates that targets are merged 99.5% percent of the time scan to scan.</p>	6		
18	7.2.5.6 c.	The TCR system should provide the following site-selectable sources for range and azimuth position data for merged target reports: <ul style="list-style-type: none"> a. range and azimuth of the MSSR target; and b. range and azimuth of the PSR target. 	Bidders must provide technical documentation to prove target merging capability.	5 Points: The Bidder's proposed TCR system does provide a site-selectable source for range and azimuth position data for merged target reports.	5		
19	7.3.4.4	The track block must be operator selectable on or off. The information in the track block should be operator selectable from the Tabular Display (TD) box	Bidders must provide technical documentation to prove that the track block is operator selectable on or off.	4 Points: The track block is operator selectable from the Tabular Display box.	4		

Item	SOW Referenc e	Description	Instructions to Bidders	Rating Criteria and Scale	Max. Points	Eval. Score	Verification Documentation
20	7.3.6.1	Tabular Display (TD) boxes must be displayed in an area so as not to cover the radar picture. The operator should also have the option to move the selected TD boxes anywhere on the display.	Bidders must provide technical documentation to prove that the TD boxes do not cover the radar picture.	5 Points: The TD boxes can be moved anywhere on the display.	5		
21	7.3.12.5	The system must have range rings.	Bidders must provide technical documentation to prove that the system has range rings.	2 Points: The Bidder's technical documentation validates that the system has range rings in fixed increments of 5, 10, 20, 50 and 100 nm. 5 Points: The Bidder's technical documentation validates that the system displays range rings in variable increments.	5		
Minimum Technical Score					153		

Results:

Appendix 2	Bidder's Score	Maximum Technical Score
Technical		153

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ANNEX F
DEMONSTRATION EVALUATION MATRIX
FOR
TACTICAL CONTROL RADAR (TCR)
MODERNIZATION PROJECT

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Demonstrator's Information: _____

Associated company Name: _____

DEMO EVALUATOR INFORMATION:

Demonstration Evaluator's Name: _____

Demonstration Evaluator's Signature: _____

Date: _____

Demonstration Evaluator's Initials: _____

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VERIFICATION METHODS:

Analysis (A): Verification by analysis involves the examination of technical data, mathematical derivations, modeling and simulation, or significant calculations with measured test data and/or technical data of similar component units to verify conformance of characteristics with specified requirements.

Demonstration (D): Verification by demonstration involves demonstrating satisfactory device operation or function performance in accordance with the performance specification. Demonstration is a variation of the test method in which conformance of functional characteristics with specified requirements is verified by go/no-go criteria without the use of elaborate measurement equipment.

No Test (NT): Verification by No Test involves defining the requirement as not testable for one or more reasons (e.g. it is a Test Condition or constraint; it is Design Guidance such as "the Contractor must use best engineering practices"; it is a customer supplied and specified component of the system (government-furnished equipment); etc.).

Previously Verified Data (PVD): Verification by PVD involves identifying the system component that has already been tested, shown to satisfy the requirement and is used unchanged.

Inspection (I): Verification by inspection involves the determination of physical characteristics by the use of sight, touch, smell, and hearing senses as appropriate. Inspection is generally non-destructive and consists of visual examinations or measurements.

Test (T): Verification by test involves comparison of the performance specification with significant quantitative test data collected during device operation or function performance by using special instrumentation and/or data recording.

APPENDIX A1- TCR SOW MANDATORY REQUIREMENTS - COMPLIANCE TABLE

Item	Reference	Description	Verification Method	Verification Details	Results
	<u>7.0</u>	<u>Technical Requirements</u>			
1	7.11	<u>Transportability.</u> The TCR system must be transported by land, sea and air using the existing fleet of CF vehicles, CC-130 and CC-117 transport aircrafts and commercial rail.	PVD	<ul style="list-style-type: none">- Verification by PVD such as the Radar Technical Documentation in regards to its transport specifications.- Verification by PVD such as CC-130 load charts for the TCR Radar.- Verification by PVD such as load drawings of TCR Radar with transport vehicles (or vehicles with similar loading/transport characteristics as the existing CF vehicles detailed in the TCR SOW Appendix 5).	

Item	Reference	Description	Verification Method	Verification Details	Results
2	7.1.1.2	The design of the TCR system must respect the load constraints of the CC-130 and CC-117. The CC-130 normal landing weight of 130,000 lbs translates into a useful load (or chalk) of 44,000 lbs.	PVD	<ul style="list-style-type: none"> - Verification by PVD such as load trials video recordings of the loading/unloading of the TCR Radar on/from a CC-130 CF aircraft; - Verification by PVD such as CC-130 loading charts of the TCR Radar. - Verification by PVD such as CC-130 chalk load drawings (with dimensions, compartments weight distribution and CoG). - Verification by PVD such as the securing of the TCR Radar into a CC-130 aircraft. - Verification by PVD such as the securing of the TCR Radar into a CC-130 aircraft. 	
3	7.1.1.5	The TCR System must be configured safely and securely from / to different transport configuration (air, road, ship) without any external loading equipment (eg. Crane, K-loader).	PVD	<ul style="list-style-type: none"> - Verification by PVD such as the Radar Technical documentation and video recordings of the capability to configure safely and securely to / from different transport configuration without any external equipment. - Verification by PVD (ex: video recordings) of the transition between different transport configurations of the TCR System without external equipment. 	

Item	Reference	Description	Verification Method	Verification Details	Results
4	7.1.1.7	<u>Mobilizers</u> . TCR system Shelters must be equipped with mobilizers for easy manoeuvrability in garrison. In addition, the Contractor must provide detachable mobilizers for road moves certified for speed of up to 80 km/h (50 mph).	PVD	- Verification by PVD (eg. video recordings) of the transport of the Radar and associated shelters with the use of mobilizers for road moves up to 80 km/hr.	
5	7.1.5.5	Contractor Supplied Material must be designed to provide graceful degradation capabilities. Graceful degradation is defined as degradation of a system in such a manner that it continues to operate, but provides a reduced level of service rather than failing completely.	D	- Verification by demonstration of the graceful degradation capabilities.	
	7.2	<u>TCR System Performance and Design.</u>			
	7.2.1	<u>General TCR System Requirements.</u>			
6	7.2.1.1	The TCR system must be equipped with a North finding/alignment system that allows relocation and realignment of the TCR system 24/7.	D	- Verification by demonstration of the North finding/alignment of the radar sub-system.	
7	7.2.1.4	<u>AC Power</u> . The system and subsystems must operate between 58Hz and 62Hz – nominally 60Hz. System and subsystems voltage must be 120/208 VAC ± 2%, three (3) phase.	D	- Verification by demonstration of the operations of the TCR radar sub-system (PSR, MSSR and Radar Shelter) on an 120/208 VAC three (3) phases 60 Hz power source.	

Item	Reference	Description	Verification Method	Verification Details	Results
8	7.2.1.5	Transmit Blanking. The radar must have a minimum of five (5) operator selectable blanked azimuth sectors (PSR and MSSR separately). Sector width must be adjustable in increments from 0 to 360 degrees.	D	<ul style="list-style-type: none"> - Verification by demonstration of at least 5 operator selectable blanked azimuth sectors (PSR and MSSR separately). 	
9	7.2.2.2.4	Analytical Software. The system must have a mission planner/radar optimizer tool to allow the operator to determine optimum radar configuration and TCR system placement based upon factors such as potential threats (e.g. theatre ballistic missiles, cruise missiles, aircraft), environment (e.g., atmosphere, terrain, and clutter), and operational status of the radar including degraded system operation.	D	<ul style="list-style-type: none"> - Verification by demonstration of the mission planner/radar optimizer tool. 	
10	7.2.2.2.5	Calibration and Performance Evaluation. The system must perform self-calibration and real time performance monitoring, to include performance monitoring in an ECM environment. The calibration and performance evaluation tool must analyze and record radar information/parameters.	D	<ul style="list-style-type: none"> - Verification by demonstration of self-calibration and real time performance monitoring. 	

Item	Reference	Description	Verification Method	Verification Details	Results
	7.2.3	Primary Surveillance Radar (PSR)			
11	7.2.3.1	Detection Volume. The PSR must detect and report targets and on or off selectable clutter information during continuous radar operation and without shifting within the minimum coverage volume defined below: a. Range: Minimum range ≤ 5 nautical miles (NM); Maximum range ≥ 200 NM; b. Azimuth: 360 degrees coverage; c. Altitude: 0 to 100,000 feet above Mean Sea Level (MSL); d. Minimum Upper Limit: 20 degrees from the horizontal plane of the radar; e. Antenna Scan Rate: 5 RPM minimum; and f. Minimum Lower Limit: -6 degrees.	D	<ul style="list-style-type: none">- Verification by demonstration during continuous radar operation and without shifting of the PSR detection volume to an angle as low as -6 degrees.- Verification by demonstration of a detection volume for a range of 5 to 200 NM, for an altitude coverage from 0 up to 100,000 feet MSL and an elevation coverage from +20 to -6 degrees from the horizontal plane of the radar.- Verification by demonstration that the azimuth coverage is 360 degrees and the antenna scan rate is a minimum of 5 RPM.	
12	7.2.3.3	PSR Target Capacity. The PSR must process and report a minimum of 1000 target reports per 360-degree azimuth scan.	D	<ul style="list-style-type: none">- Verification by demonstration (simulation) of PSR target capability to process and report 1000 targets per 360 degree azimuth scan.	

Item	Reference	Description	Verification Method	Verification Details	Results
	7.2.3.4	<u>Detection Performance Requirements.</u>			
13	7.2.3.4.1	Detection Performance in the Clear. In the clear, the PSR must detect a 2 square meter Swerling 2 target as specified in 7.2.3.2 at 200 NM with a single scan probability of detection (P_d) greater than or equal to 0.8 at a probability of false alarm (PFA) of 10^{-6} over 98 percent of the radial velocities from 25 up to 2200 knots while maintaining the detection volume specified in para. 7.2.3.1.	D	- Verification by demonstration of the TCR Radar detection performance in the Clear.	
14	7.2.3.4.4	Range Accuracy. For the specified targets as defined in 7.2.3.2 from 5 to 160 NM, the range error shall not exceed 50 metres, including bias.	D	- Verification by demonstration of TCR Radar Range Accuracy.	
15	7.2.3.4.5	Azimuth Accuracy. For any specified targets as defined in 7.2.3.2 within the detection volume defined in 7.2.3.1, the azimuth error shall not exceed 0.3 degrees Root Mean Square (RMS), including bias.	D	- Verification by demonstration of TCR Radar Azimuth Accuracy.	
16	7.2.3.4.6	Height Accuracy. For any specified target as defined in 7.2.3.2, up to 180 NM and heights below 100,000 ft, the height error shall not exceed 3000 ft RMS including all biases.	D	- Verification by demonstration of TCR Radar Height Accuracy	

Item	Reference	Description	Verification Method	Verification Details	Results
17	7.2.3.5	<u>Range Resolution.</u> When returns are detected from two Swerling 2 targets as defined in 7.2.3.2 on the same azimuth, separated in range by at least 300 meters, with the same or different radial velocities and located at any point in the coverage volume defined in 7.2.3.1, the PSR shall resolve the two targets and generate two unique target reports 80 percent of the time for any combination of RCS from 1 m ² to 20 m ² provided that the larger target's RCS is not more than 8 dB greater than the smaller target's RCS.	D	- Verification by demonstration of TCR Radar Range Resolution.	
18	7.2.3.6	<u>Azimuth Resolution.</u> When returns are detected from two Swerling 2 targets as defined in 7.2.3.2, separated in azimuth by 3 degrees, at the same range with the same or different radial velocities and located at any point in the coverage volume defined in 7.2.3.1, the PSR shall resolve the two targets and generate two unique target reports 80 percent of the time for any combination of RCS from 1 m ² to 20 m ² provided that the larger target's RCS is not more than 8 dB greater than the smaller target's RCS.	D	- Verification by demonstration of TCR Radar Azimuth Resolution.	
19	7.2.3.10	<u>Operating Frequency.</u> The PSR shall have a minimum of 50 operating frequencies within the operating band.	D	- Verification by demonstration of the available operating frequency selections.	
20	7.2.3.11	<u>Tunability.</u> The PSR frequencies and frequency options shall be operator-selectable.	D	- Verification by demonstration of the capability for the operator to select the PSR frequencies and frequency options.	

Item	Reference	Description	Verification Method	Verification Details	Results
	7.2.4	Secondary Surveillance Radar (SSR)			
21	7.2.4.3.1	Definition of Coverage Area A: The coverage area A is defined to be 1 NM thru 200 NM in range, from ¼ degree above radar horizon up to 60,000 feet MSL in height for 360-degrees in azimuth, with the exception of a cone of silence. The cone of silence consists of the air space above the radar that is above 30 degrees in elevation above the radar horizon. Achieving this coverage requirement must not rely on RF link margin improvement associated with IFF Mode 5 operation.	D	- Verification by demonstration (simulation, feed horn) of Coverage Area A.	
22	7.2.4.3.2	Definition of Coverage Area B: The coverage area B is defined to be 1 NM to the MSSR maximum range (minimum 200 NM), from radar horizon up to 100,000 feet MSL in height for 360-degrees in azimuth, with the exception of a cone of silence, and also excluding coverage area A. The cone of silence consists of the air space above the radar that is above 40 degrees in elevation above the radar horizon. Achieving this coverage requirement must not rely on RF link margin improvement associated with IFF Mode 5 operation.	D	- Verification by demonstration (simulation, feed horn) of Coverage Area B.	

Item	Reference	Description	Verification Method	Verification Details	Results
23	7.2.4.4.1	The MSSR shall achieve a P_d per 360 degree azimuth scan of at least 98% for targets, carrying a certified transponder, throughout the coverage area A defined in 7.2.4.3.1 that are responding on at least half of the interrogated modes (1 of 1, 1 of 2, 2 of 2, 2 of 3, or 3 of 3) in the presence of a steady state environment of 10,000 ATCRBS and 600 Mode S Friendly Replies Unsynchronized In Time (FRUIT) replies per second of which 30 percent are in the main beam. The total of all ATCRBS false targets (reflections, multipath, splits, and FRUIT) disseminated by the MSSR shall not exceed one for every 400 real ATCRBS target reports disseminated (<0.25% of all ATCRBS targets disseminated can be false). The MSSR shall report or disseminate <0.01% false MODE S target reports.	D	- Verification by demonstration (simulation) of the MSSR Radar Performance in the presence of FRUIT.	
24	7.2.4.4.2	The MSSR shall achieve a P_d per 360 degree azimuth scan of at least 90% for targets, carrying a certified beacon transponder, throughout the coverage area B defined in 7.2.4.3.2 that are responding on at least half of the interrogated modes (1 of 1, 1 of 2, 2 of 2, 2 of 3, or 3 of 3) in the presence of a steady state environment of 10,000 ATCRBS and 600 Mode S FRUIT replies per second, of which 30 percent are in the main beam. The total of all ATCRBS false targets (reflections, multipath, splits, and FRUIT) disseminated by the MSSR shall not exceed one for every 400 real ATCRBS target reports disseminated (<0.25% of all ATCRBS targets disseminated can be false). The MSSR shall report or disseminate <0.01% false MODE S target reports.	D	- Verification by demonstration (simulation) of the MSSR Radar Performance in the presence of FRUIT.	

Item	Reference	Description	Verification Method	Verification Details	Results
25	7.2.4.5.1	<p>Target Range Resolution. The MSSR shall handle closely spaced and garbled replies as follows:</p> <p>a. Two (2) beacon replies interleaved shall be decoded correctly when corresponding code pulses are non-interfering pulses. In addition, two (2) closely spaced ATCRBS aircraft, with uniform random distribution within a window described by a slant range less than 1.7 NM and a simultaneous azimuth separation of less than 2.4 degrees, shall each be detected and reported a minimum of 90% of the time. The Code and altitude shall be correct a minimum of 85% of the time; and</p> <p>b. Pulse position from overlap replies will be sensed and the garbled replies affected shall be declared as not valid. When the replies are garbled over the entire target run length, the associated target report shall be sent with a not valid BIT included in the victim code field.</p>	D	<p>- Verification by demonstration of the MSSR Target Range Resolution.</p>	
26	7.2.4.5.2	<p>Range Accuracy. The Root Mean Square (RMS) range error, including biases, shall not exceed ± 30 feet bias including long-term drift and the standard deviation of the range errors shall not exceed 25 feet. For all remaining sites, the RMS range error, including bias, shall not exceed 0.125 nautical miles.</p>	D	<p>- Verification by demonstration of the TCR Radar Range Accuracy.</p>	

Item	Reference	Description	Verification Method	Verification Details	Results
27	7.2.4.5.3.1	Azimuth accuracy applies to the coverage from five nautical miles to the MSSR maximum range (minimum 200 NM) extending from ½ degree above radar horizon to 30 degrees above radar horizon with a limit of 100,000 feet in height.	D	- Verification by demonstration of MSSR azimuth accuracy.	
29	7.2.4.5.3.6	The MSSR shall be able to determine the true azimuth of a target with accuracy of 0.18 degrees RMS, or less (meaning better than 0.18 degrees).	D	- Verification by demonstration of the TCR Radar Range Accuracy.	
30	7.2.4.6.1	When operating in the specified ATCRBS FRUIT environment, (Selective Identification Feature (SIF) FRUIT 10,000 per second/Mode 4/5, 2500 per second), false target reports generated from true target replies shall not exceed 0.25% of total targets per scan.	D	- Verification by demonstration of the MSSR Radar Performance in the presence of FRUIT.	
31	7.2.4.6.3	For Mode S, the System must report <0.01% false Mode S target reports. The ability to detect targets and negate false targets must be achieved in the presence of a steady state environment of 10,000 ATCRBS and up to 600 Mode S FRUIT per second..	D	- Verification by demonstration of false Mode S target reports.	

Item	Reference	Description	Verification Method	Verification Details	Results
32	7.2.4.9	Code Reliability and Validation. The ATCRBS Mode 3/A code detected and disseminated from the MSSR must be correct (the same as what the aircraft transmitted) greater than 98 percent of the time. The MSSR must validate Mode 3/A codes a minimum of 99 percent of the time when the code is correct. Validation must be declared less than 1 percent of the time when an incorrect code is disseminated. The MSSR system must validate the Mode C codes for each aircraft reported in the coverage volume a minimum of 95 percent of the time, when the code is correct. The MSSR must correctly report the Mode S aircraft address greater than 99.9 percent of the time for Mode S equipped aircraft.	D	- Verification by demonstration of the ATCRBS Mode 3/A code detection and validity.	
33	7.2.4.10	<u>Capacity.</u> The MSSR must process and report a minimum of 1000 target reports per 360-degree azimuth scan.	D	- Verification by demonstration of the MSSR processing and reporting capacity.	
34	7.2.4.11.2	The MSSR transmit power function must be electronically adjustable from all positions between 0 to 12 dB in increments of 1 dB or less in order to minimize over interrogation within the overall detection envelope, with no interruption or degradation of the system.	D	- Verification by demonstration of the MSSR Transmit Power adjustments (electronically).	

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Item	Reference	Description	Verification Method	Verification Details	Results
35	7.2.4.11.3	The MSSR must detect, process, and make available for display special replies including emergency (7700), radio failure (7600) and hijack (7500), Mode 4/5, Military Four Train Emergency, Special Position Indicator (SPI) codes, and X-pulse (M2X, M3/AX).	D	<ul style="list-style-type: none">- Verification by demonstration that the MSSR detects, processes, and makes available for display special replies including emergency (7700), radio failure (7600) and hijack (7500), Mode 4/5, Military Four Train Emergency, Special Position Indicator (SPI) codes, and X-pulse (M2X, M3/AX).	

Item	Reference	Description	Verification Method	Verification Details	Results
36	7.2.4.16.3	<p>The system shall support the feature detailed below and the data shall be provided to the RDP for each associated reply message dependent on aircraft ability to reply:</p> <ul style="list-style-type: none">a. Interrogation Mode "Mode S -all call;b. Interrogation Mode "Mode S Broadcast";c. Interrogation Mode "Mode S Addressed";d. Uplink Format 4;e. Uplink Format 5;f. Uplink Format 11;g. Uplink Format 20;h. Uplink Format 21;i. Downlink Format 4;j. Downlink Format 5;k. Downlink Format 11;l. Downlink Format 20;m. Downlink Format 21; andn. Downlink Format 17.	D	<p>- Verification by demonstration of the system support of Mode S Interrogations/Uplink and Downlink Messages to the RDP.</p>	

Item	Reference	Description	Verification Method	Verification Details	Results
37	7.2.4.16.3	The system shall support the following GICB messages: a. Data Link Capability report – aircraft ID, uplink ELM; b. Aircraft Identification – 8 character ID; and c. Automatic Crash Avoidance System (ACAS) Active Resolution Advisory – threat type, threat identity, etc.	D	- Verification by demonstration of the support of GICB Messages to the RDP.	
38	7.2.5.2	Priority Filtering. The Radar Subsystem shall implement priority filtering by message type (RTQC/M4T, STATUS, BEACON, EMERGENCY, STROBE, M4, SEARCH/BEACON, BEACON, and SEARCH) when the radar target peak capacity as defined in 7.2.5.4 is exceeded in order to allow system controllers to continue to provide close control of aircraft.	D	- Verification by demonstration (simulation, video playback) of Priority Filtering by message type when system peak capacity is reached.	

Item	Reference	Description	Verification Method	Verification Details	Results
39	7.2.5.4	<p>Target Peak Capacity. The system shall provide target-processing capacity at the output of the Radar in the presence of an additional three hundred (300) false PSR reports and one hundred (100) false SSR reports, distributed in azimuth for a 360 degree scan, and not be impacted by clutter processing shall be as defined below:</p> <p>a. A minimum one thousand (1000) real aircraft tracks in any mix of PSR only, PSR/SSR/Link merge, or SSR only targets;</p> <p>b. A peak of four hundred (400) targets uniformly distributed in a 90-degree sector;</p> <p>c. A peak of one hundred twenty-five (125) targets uniformly distributed across two (2) contiguous 11.25-degree sectors;</p> <p>d. A peak of twenty-five (25) targets in a 1.3-degree wedge lasting for not more than two (2) contiguous wedges; and</p> <p>e. Targets per radial greater than or equal to sixty (60).</p>	D	<p>- Verification by demonstration (simulation, playback) of the Target Peak Processing Capacity.</p>	

Item	Reference	Description	Verification Method	Verification Details	Results
40	7.2.5.7	Target Overload Processing. When the target load exceeds capacity, as per Para 7.2.5.4, the TCR system must have internal processing capable of automatically decreasing the number of reports. In severe overload cases, the TCR system must incrementally reduce target load in accordance with the criteria established in Para 7.2.5.2. When the overload condition clears, full reporting of all targets must be restored.	D	- Verification by demonstration (simulation, playback) of Target Overload Processing.	
	7.3.3	Consoles			
41	7.3.3.4	The radar display must have a minimum of five (5) PSR and five (5) MSSR operator selectable blanked azimuth sectors. Sector width must be selectable in increments commensurate with the system's beam width from 0 to 360 degrees.	D	- Verification by demonstration of a minimum of five (5) PSR/MSSR operator selectable blanked azimuth sectors.	
42	7.3.3.5	Blanking areas shall be graphically outlined on displays.	D	- Verification by demonstration of blanked areas being graphically outlined on displays.	
43	7.3.4.6	Auto-deconfliction of track blocks must be selectable on or off. The operator must have the option of manually inserting the track block in a quadrant close to the track.	D	- Verification by demonstration (simulation) of selectable (on/off) auto-deconfliction of track blocks.	
44	7.3.4.7	Track history trails must be selectable zero to ten and on or off.	D	- Verification by demonstration that the track history trails are selectable zero to ten and on or off.	

Item	Reference	Description	Verification Method	Verification Details	Results
45	7.3.4.8	The system must allow the operator to manually initiate/drop a track and update track heading, speed, altitude, and position independent of the presence of PSR/SSR data.	D	<ul style="list-style-type: none"> - Verification by demonstration that the operator can manually initiate/drop a track and update track heading, speed, altitude, and position independent of the presence of PSR/SSR data. 	
46	7.3.4.10	The operator must manually initiate an Identification Friend or Foe (IFF)/SIF code search.	D	<ul style="list-style-type: none"> - Verification by demonstration that the operator can manually initiate an Identification Friend or Foe (IFF)/SIF code search. 	
	7.3.9	<u>Bearing/Range.</u>			
47	7.3.9.1	The operator shall be able to select the bearing and range between any two (2) points/tracks/or combinations thereof, at any time by mouse click and drag.	D	<ul style="list-style-type: none"> - Verification by demonstration of selectable bearing / range (RBL) between two points/tracks or combinations thereof. 	
48	7.3.10	<u>Zoom.</u> The operator shall be able to zoom the display in and out using either the pre-select or the continuously variable option.	D	<ul style="list-style-type: none"> - Verification by demonstration of the ability for the operator to zoom the display in/out (pre-selected or variable option). 	
49	7.3.10	The zoom expansion shall be indicated on the display.	D	<ul style="list-style-type: none"> - Verification by demonstration of the indication of the zoom expansion on the display. 	
50	7.3.10	The pre-select option shall have a minimum of five (5) pre-set zoom scales.	D	<ul style="list-style-type: none"> - Verification by demonstration of pre-select option of a minimum of five (5) pre-set zoom scales. 	

Item	Reference	Description	Verification Method	Verification Details	Results
51	7.3.10	Operators shall have the option to offset and view a selected portion of the air picture.	D	<ul style="list-style-type: none"> - Verification by demonstration of the option to offset and view a selected portion of the air picture. 	
	7.3.12	<u>Display - Miscellaneous</u>			
52	7.3.12.1	The compass rose shall be visible at all scales and shall be selectable on and off.	D	<ul style="list-style-type: none"> - Verification by demonstration of the capability to select (on/off) the compass rose. - Verification by demonstration of the visibility of the compass rose at all scales when selected. 	
	7.4	<u>Miscellaneous System Requirements.</u>			
	7.4.1	<u>System Monitoring and Control.</u>			
	7.4.1.1	<u>Radar Subsystem Control</u>			
53	7.4.1.1.3	<p>The TCR system shall allow the user to configure, as a minimum, the following:</p> <ul style="list-style-type: none"> a. Site Elevation; and b. Site Location Parameters. 	D	<ul style="list-style-type: none"> - Verification by demonstration of the configuration of the TCR System (site elevation and location parameters) by a user. 	

Item	Reference	Description	Verification Method	Verification Details	Results
	7.4.2	<u>Operator and Maintenance Controls.</u>			
	7.4.2.2	<u>Maintenance Controls.</u>			
54	7.4.2.2.1	<u>Maintenance Features/Controls.</u> The maintenance console must have full control of all operational features as well as control of the radar and radar sub-systems maintenance features from the local maintenance consoles.	D	<ul style="list-style-type: none"> - Verification by demonstration of full control of the radar and radar sub-systems maintenance features from any local maintenance console position. 	
55	7.4.2.2.2	Performance/FI Status for all major radar subsystems must be available on all consoles.	D	<ul style="list-style-type: none"> - Verification by demonstration that the performance/FI Status is available on all consoles. 	
56	7.4.2.2.3	Maintenance personnel must select the radar control menu from any console. Changes to radar settings must be password protected.	D	<ul style="list-style-type: none"> - Verification by demonstration that Maintenance personnel can select the radar control menu from any console and that changes to radar settings can be password protected. 	
	7.4.3	<u>Performance Monitoring.</u>			
57	7.4.3.1	The TCR system must provide the user with selectable local or remote monitoring and diagnostic capabilities from any local maintenance console.	D	<ul style="list-style-type: none"> - Verification by demonstration of the provision to a user with selectable remote monitoring and diagnostic capabilities from any local/remote maintenance console position. 	

Item	Reference	Description	Verification Method	Verification Details	Results
58	7.4.3.2	The TCR system shall display performance parameters. When a radar system parameter is out of tolerance, a visual and audio alarm shall be activated. The audio alarm shall be selectable on or off.	D	<ul style="list-style-type: none">- Verification by demonstration of the activation of audio/visual alarm when a radar system performance is out of tolerance.- Verification by demonstration of the capability to select on/off the audio alarm.	
59	7.4.3.3	The monitoring and control system shall: <ul style="list-style-type: none">a. display whether the PSR and MSSR is on-line or off-line;b. run on-line and off-line fault detection and fault isolation (troubleshooting) diagnostic processes;c. report site status including, but not limited to, equipment Shelter temperatures, power generation status, Shelter door entry/exit alarms, and fire/smoke alarms; andd. display fault indicators, and where applicable, candidate failed line replaceable units (LRUs).	D	<ul style="list-style-type: none">- Verification by demonstration of the capability of the monitoring and control system to fulfill a., b., c. and d.	