



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

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St. / 11, rue Laurier
Place du Portage , Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Defence Communications Division. (QD)
11 Laurier St./11, rue Laurier
Place du Portage, Phase III, 8C2
Gatineau, Québec K1A 0S5

Title - Sujet LTSSC	
Solicitation No. - N° de l'invitation W8486-184111/C	Date 2017-11-30
Client Reference No. - N° de référence du client W8486-184111	
GETS Reference No. - N° de référence de SEAG PW-\$\$QD-038-26554	
File No. - N° de dossier 038qd.W8486-184111	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-02-02	Time Zone Fuseau horaire Eastern Standard Time EST
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: Mujkic, Ajida	Buyer Id - Id de l'acheteur 038qd
Telephone No. - N° de téléphone (819) 420-0886 ()	FAX No. - N° de FAX () -
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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION.....	3
1.2 SUMMARY	3
1.3 CONTROLLED GOODS PROGRAM.....	3
1.4 SECURITY REQUIREMENTS	3
1.5 DEBRIEFINGS	3
1.6 THE PHASED BID COMPLIANCE PROCESS APPLIES TO THIS REQUIREMENT	3
PART 2 - BIDDER INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF BIDS.....	4
2.3 FORMER PUBLIC SERVANT.....	4
2.4 ENQUIRIES - BID SOLICITATION.....	5
2.5 APPLICABLE LAWS.....	6
2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD	6
PART 3 - BID PREPARATION INSTRUCTIONS.....	7
3.1 BID PREPARATION INSTRUCTIONS	7
3.1 BID CONTENTS	7
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	9
4.1 EVALUATION PROCEDURES.....	9
4.2 PHASED BID COMPLIANCE PROCESS.....	9
4.3 TECHNICAL EVALUATION	12
4.4 FINANCIAL EVALUATION.....	ERROR! BOOKMARK NOT DEFINED.
4.5 BASIS OF SELECTION.....	13
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	14
5.1 CERTIFICATIONS REQUIRED WITH THE BID	ERROR! BOOKMARK NOT DEFINED.
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	ERROR! BOOKMARK NOT DEFINED.
PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS.....	16
6.1 SECURITY REQUIREMENTS	16
6.2 FINANCIAL CAPABILITY	16
6.3 CONTROLLED GOODS REQUIREMENT.....	16
6.4 INSURANCE REQUIREMENTS	16
PART 7 - RESULTING CONTRACT CLAUSES	17
7.1 STATEMENT OF WORK.....	17
7.2 STANDARD CLAUSES AND CONDITIONS.....	19
7.3 SECURITY REQUIREMENTS	19
7.4 TERM OF CONTRACT	21
7.5 AUTHORITIES	21
7.6 PAYMENT	22
7.7 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	23
7.8 APPLICABLE LAWS.....	23
7.9 PRIORITY OF DOCUMENTS	23
7.10 DEFENCE CONTRACT	24
7.11 FOREIGN NATIONALS (CANADIAN CONTRACTOR OR FOREIGN CONTRACTOR).....	24
7.12 INSURANCE REQUIREMENTS	24

7.13	CONTROLLED GOODS PROGRAM.....	24
7.14	LIMITATION OF LIABILITY.....	ERROR! BOOKMARK NOT DEFINED.
7.15	INDUSTRIAL AND TECHNOLOGICAL BENEFITS (ITB)	24

ANNEX “A” - STATEMENT OF WORK

ANNEX “B” - BASIS OF PAYMENT

ANNEX “C” - SECURITY REQUIREMENTS CHECK LIST

ANNEX “D” – INDUSTRIAL AND TECHNOLOGICAL BENEFITS (ITB) – TERMS AND CONDITIONS

**ANNEX “E” - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY –
CERTIFICATION**

ANNEX “F” - INSURANCE REQUIREMENTS

ANNEX “G” - DND 626 TASK AUTHORIZATION FORM

ATTACHMENTS TO RFP

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.

1.2 Summary

The objective of this RFP is to establish a Support Contract to provide Transition Software Support services for the in-service support of the Land Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance System (Land C4ISR System). The method for accomplishing this work is to be proposed by the Contractor in its bid.

1.3 Controlled Goods Program

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).

1.4 Security Requirements

NATIONAL SECURITY EXCEPTION – Canada has invoked a National Security Exception (NSE) for this requirement in order to ensure the required services are in place to support the military unique and vital software in times of crisis.

There is a security requirement associated with this requirement. For additional information, see Part 6 – Security, Financial and Other Requirements, and Part 7 – Resulting Contract Clauses. For more information on personnel and agency security investigations, bidders should consult the Industrial Security Program (ISP) website of Public Works and Government Services Canada <http://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html>

The national security exceptions provided for in the trade agreements have been invoked; therefore, this procurement is excluded from all of the obligations of all the trade agreements

1.5 Debriefings

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

1.6 The Phased Bid Compliance Process applies to this requirement.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days
Insert: 240 days

2.2 Submission of Bids

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

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

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of Bids is completed, Canada will inform the bidders 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.

2.3.1 Definitions

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

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

"Lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum

payment period does not include the period of severance pay, which is measured in a like manner.

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

2.3.2 Former Public Servant in Receipt of a Pension

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

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

- a. name of former public servant; and
 - b. date of termination of employment or retirement from the Public Service.
- By providing this information, Bidder 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.

2.3.3 Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

2.4 Enquiries - Bid Solicitation

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

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

eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

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

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

2.6 Improvement of Requirement During Solicitation Period

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in SEPARATELY BOUND sections as follows:

- Section I: Technical Bid (six (6) hard copies) and one (1) soft copy on USB memory stick;
- Section II: Industrial Technological Benefit- Value Proposition bid (six (6) hard copies) and one (1) soft copy on USB memory stick;
- Section III: Financial Bid (two (2) hard copies) and one (1) soft copy on USB memory stick;
- Section IV: Certifications (two (2) hard copies)

- 3.1.1 If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.
- 3.1.2 Prices should appear in the financial bid and ITB-VP 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.

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) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
 - 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.
- 3.1.4 The reference documents (Data) identified in Annex A that are not publicly available can be requested from the Contracting Authority. The document versions that will be provided reflect those currently in use.

3.1 Bid Contents

3.2.1 Section I: Technical Bid

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that

Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Customer Reference Contact Information:

The Bidder must provide customer references. The customer reference must each confirm, when requested by Canada the facts identified in the Bidder's bid.

The form of question to be used to request confirmation from customer references is as follows:

"Has [the Bidder] provided your organization with [describe the services and, if applicable, describe any required time frame within which those services must have been provided]?"

___ Yes, the Bidder has provided my organization with the services described above.

___ Yes, the Bidder has provided my organization with the services described above and met* all obligations under the contract/arrangement.

___ Yes, the Bidder has provided my organization with the services described above and exceeded** all obligations under the contract/arrangement.

___ No, the Bidder has not provided my organization with the services described above.

___ I am unwilling or unable to provide any information about the services described above.

For each customer reference, the Bidder must, at a minimum, provide the name, the telephone number and e-mail address for a contact person. Bidders are also requested to include the title of the contact person. If there is a conflict between the information provided by the customer reference and the bid, the information provided by the customer reference will be evaluated instead of the information in the bid. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.

*met: completed all deliverables as per pre-arranged agreement on time and on budget. DND considers on time and on budget to mean within 5% of initial proposal.

**exceeded: completed all deliverable as per pre-arranged agreement ahead of time and under budget or met all requirements of the pre-arranged agreement and was able to deliver additional value-added services which directly benefited the customer.

3.2.2 Section II: ITB and VP Bid

In their ITB-VP bid, Bidders must describe 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.

3.2.3 Section III: Financial Bid

3.2.3.1 Bidders must submit their financial bid in accordance with Attachment 2 to PART 4 of the RFP. The total amount of Applicable Taxes must be shown separately.

3.2.3.2 Exchange Rate Fluctuation

[C3011T \(2013-11-06\), Exchange Rate Fluctuation](#)

3.2.4 Section IV: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bidders will be evaluated to determine if they comply with the entire requirement of the RFP including the technical, ITB-VP and financial evaluation criteria.
- (b) Canada will use the Phased Bid Compliance Process described below.
- (c) An evaluation team composed of representatives of Canada will evaluate the Bids.
- (d) The definitions of mandatory requirements are as follows:

MANDATORY REQUIREMENTS: Bidders should note that all MANDATORY requirements are identified specifically with the word “shall”, “must”, “will”, “mandatory”. In the case where a MANDATORY item cannot be or is not complied with, the Bid shall not receive any further consideration.

- (e) Compliance with all of the mandatory provisions of the RFP, including, without limitation, all Annexes, Attachments and the terms and conditions applicable to any resulting contract is mandatory.

4.2 Phased Bid Compliance Process

4.2.1 General

- a) Canada is conducting the Phased Bid Compliance Process described below for this requirement.
- b) Notwithstanding any review by Canada at Phase I or II of the Phased Bid Compliance Process, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada. The Bidder acknowledges that the reviews in phase I and II of this phased bid compliance process are preliminary and do not preclude a finding in Phase III that the bid is non-responsive, even for mandatory requirements which were subject to review in phase I or II and notwithstanding that the bid had been found responsive in such earlier phase. Canada may deem a bid to be non-responsive to a mandatory requirement at any phase. The Bidder also acknowledges that its response to a notice or CAR (each defined below) in phase I or II may not be successful in rendering its bid responsive to the mandatory requirements that are the subject of the notice or CAR, and may render its bid non-responsive to other mandatory requirements.
- c) Canada shall have the right, in its absolute discretion, but shall not be obliged, to request and accept any time, before or after the solicitation closing date, and consider as part of the Bid, any document and materials from Bidders to clarify the Bid or to correct deficiencies or errors in the Bid that are not significant in Canada's absolute discretion, including all matters of form or error in computation or failure to confirm by signing or similarly verifying acceptance. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right.
- d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2016-04-27) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid

solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).

- e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the NOTICE or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada.

4.2.2 Phase I: Financial Bid

- a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- f) In its response to the Notice the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, only that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements

reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.

- i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.2.3 Phase II: Technical Bid and ITB-VP Bid

- a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the Phased Bid Compliance Process. Mandatory technical criteria that are not identified in the solicitation as being subject to the Phased Bid Compliance Process, will not be evaluated until Phase III.
- b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder should include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, only that part of the original Bid as is permitted in this Section.
- g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid

would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.

- h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.2.4 Phase III: Final Evaluation of the Bid

- a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.3 Technical Evaluation

4.3.1 Mandatory Technical Criteria

4.3.1.1 The Phased Bid Compliance Process will apply to all Mandatory Technical Evaluation Criteria and all Point Rated Technical Evaluation Criteria for which there is a minimum pass mark.

4.3.1.2 The Mandatory Technical Criteria are identified in Attachment 3 to Part 4.

4.4 Industrial and Technological Benefits Value Proposition Evaluation

4.4.1 Industrial and Technological Benefits Value Proposition (ITB-VP) Criteria

4.4.1.1 The Phased Bid Compliance Process will apply to all Mandatory ITB-VP Criteria

4.4.1.2 The ITB-VP Criteria are identified in Attachment 3 to Part 4.

4.5 Financial Evaluation

4.5.1 Bids must be submitted in Canadian currency.

4.5.2 The Financial bids will be evaluated on the basis of the prices obtained from bidders in Attachment 3 to Part 4.

4.5.4 Mandatory Financial Criteria

4.5.4.1 The Mandatory Financial Criteria are identified in Attachment 3 to Part 4.

4.5 Basis of Selection

4.5.1 Highest Compliant Combined Rating of Technical Score, ITB Score and Price (SACC Manual Clause [A0027T](#))

4.5.1.1 To be declared responsive, a bid must:

- a. Comply with all the requirements of the bid solicitation; and
- b. Meet all mandatory criteria;

4.5.1.2 Bids not meeting a or b will be declared non-responsive

4.5.1.3 The selection will be based on the highest responsive combined rating of technical merit, ITB and price. The ratio will be 48% for the technical merit; 20% for the ITB; and 32% for the price.

1) Technical Score:

$\frac{\text{Total Point Rating for Bid} \times 48}{\text{Total Technical Points}} = \text{Technical Score}$

2) ITB Score:

$\frac{\text{Total point for bid} \times 20}{\text{Total ITB Points}} = \text{ITB Score}$

3) Financial Score:

The Financial Score will be determined by allocating full marks to the bid with the lowest Total Evaluated Cost, and prorating the other bids in order of ascending Costs. Total Evaluated Cost is determined as specified

Example: Total Bid Evaluation Points are 2000 points and there are 3 bidders:

	Bidder A	Bidder B	Bidder C	Remarks
Tech. points obtained by Bidders	1842 points/2000 points	1906 points/2000 pointts	1978 points /2000 points	
Proration of Tech. points	$1842 \times 48 / 2000 = 44.2$	$1906 \times 48 / 2000 = 45.7$	$1978 \times 48 / 2000 = 47.5$	
Bidders' Financial Bid	\$60M	\$75M	\$65M	<i>Lowest Financial bid will get the full points (32 points)</i>
Proration of Financial points	$(60/60) \times 32 = 32$	$(60/75) \times 32 = 25.6$	$(60/65) \times 32 = 29.5$	
VP Points obtained by Bidders	$(80/100) \times 20 = 16\%$	$(60/100) \times 20 = 12\%$	$(95/100) \times 20 = 19\%$	
Total Points	$(44.2 + 32 + 16) = 92.2\%$	$(45.7 + 25.6 + 12) = 83.3\%$	$(47.5 + 29.5 + 19) = 96\%$	<i>Bidder C obtained the highest combined evaluation points</i>

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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.

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.

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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.

5.1.2 Additional Certifications Required with the Bid

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

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.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

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

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

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

5.2.3.1.1 SACC Manual clause A3005T (2010-08-16) Status and Availability of Resources

5.2.3.2 Education and Experience

5.2.3.2.1 SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

1. Before award of a contract, 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..
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

6.2 Financial Capability

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

6.3 Controlled Goods Requirement

SACC Manual clause [A9130T](#) (2014-11-27) Controlled Goods Program

6.4 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex F. This information should be included in Section IV Certifications of the bid.

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

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 Statement of Work

The Contractor must perform the Work in accordance with the Contract, including but not limited to the Statement of Work at Annex "A" and the Contractor's bid dated _____.

7.1.2 Task Authorization

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

7.1.2.1 Task Authorization Process

Task Authorization Process:

1. The Procurement Authority or its authorized representative initiates the Task Authorization Process by providing the Contractor with a description of the requirement using a DND 626, Task Authorization Form (Annex G).
2. The DND 626 Task Authorization Form should 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 DND 626 Task Authorization Form should also include the applicable basis and methods of payment as specified in the Contract.
3. The Contractor must provide the Procurement Authority or its authorized representative with the proposed total cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment at Annex B. A schedule must also be included with the proposal.
4. The Project and Procurement Authority or its authorized representative must review and accept the proposed total cost or request a modification.
5. If a modification is requested, the Contractor must provide the Project and Procurement Authority or its authorized representative with a new proposed total cost for performing the work and a breakdown of that cost, established in accordance with the Basis of Payment at Annex B.
6. The Procurement Authority or its authorized representative or Contracting Authority accepts the Contractor's proposed estimated cost and breakdown by signing the *DND 626, Task Authorization Form*.
7. The Contractor must not commence work until a signed *DND 626, Task Authorization Form* has been received. The Contractor acknowledges that any work performed before a signed *DND 626, Task Authorization Form* has been received will not be covered by DND.

7.1.2.2 Task Authorization Limit

The Technical Authority may authorize individual task authorizations up to a limit of \$150,000, Applicable Taxes included, inclusive of any revisions.

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

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

SACC Manual clause B9031C Canada's Obligation – Portion of the Work – Task Authorization

7.1.2.5 Periodic Usage Reports - Contracts with Task Authorizations

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

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

The data must be submitted on a monthly basis the Contracting Authority.

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

Reporting Requirement- Details

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

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

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

the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

7.1.2.6 Task Authorization - Department of National Defence

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

The following supplemental General Conditions apply to and form part of the Contract.

4001 (2015-04-01) Hardware Purchase, Lease and Maintenance
4002 (2010-08-16) Software Development or Modification Services
4003 (2010-08-16) Licensed Software
4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information

7.3 Security Requirements

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of **NATO SECRET**, with approved Document Safeguarding at the level of **NATO SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **RELIABILITY STATUS**, granted or approved by the CISD/PWGSC.
3. The Contractor/Offeror personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) **must be a citizen of Canada or USA and** must EACH hold a valid personnel security screening at the level of **CONFIDENTIAL or SECRET** as required, granted or approved by the CISD/PWGSC.
4. The Contractor/Offeror personnel requiring access to NATO UNCLASSIFIED information or assets do not require to hold a personnel security clearance; however, the Contractor must ensure that the NATO Unclassified information is not releasable to third parties and that the "need to know" principle is applied to personnel accessing this information.
5. The Contractor personnel requiring access to NATO RESTRICTED information or assets **must be citizens of a NATO member country or a permanent resident of Canada** and EACH hold a valid **RELIABILITY STATUS** or its equivalent, granted or approved by the appropriate delegated NATO Security Authority.
6. The Contractor/Offeror personnel requiring access to **NATO CLASSIFIED** information, assets or sensitive work site(s) **must be permanent residents of Canada or citizens of a NATO member country** and EACH hold a valid personnel security screening at the level of **NATO SECRET**, granted or approved by the appropriate delegated NATO Security Authority.

7. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store any sensitive PROTECTED/CLASSIFIED information until CISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of **NATO SECRET**.
8. This contract includes access to **Controlled Goods**. Prior to access, the contractor must be registered in the Controlled Goods Program of Public Works and Government Services Canada (PWGSC).
9. The Contractor must complete and submit a **Foreign Ownership, Control and Influence (FOCI)** Questionnaire and associated documentation identified in the FOCI Guidelines for Organizations prior to contract award to identify whether a third party individual, firm or government can gain unauthorized access to **CLASSIFIED NATO** information/assets. **Public Works and Government Services Canada** (PWGSC) will determine if the company is "*Not Under FOCI*" or "*Under FOCI*". When an organization is determined to be *Under FOCI*, PWGSC will ascertain if mitigation measures exist or must be put in place by the company so it can be deemed "*Not Under FOCI through Mitigation*".

The contractor shall at all times during the performance of the contract possess a letter from PWGSC identifying the results of the FOCI assessment with a FOCI designation of *Not Under FOCI* or *Not Under FOCI through Mitigation*.

All changes to Questionnaire and associated FOCI evaluation factors must immediately be submitted to the Industrial Security Sector (ISS) to determine if the changes impact the FOCI designation.

10. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
11. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - (b) *Industrial Security Manual* (Latest Edition).

NOTE: There are **multiple levels of personnel security screenings** associated with this file. In this instance, a Security Classification Guide must be added to the SRCL clarifying these screenings. The Security Classification Guide is normally generated by the organization's project authority and/or security authority.

NOTE: There are **multiple levels of release restrictions** associated with this file. In this instance, a *Security Guide* should be added to the SRCL clarifying these restrictions. The *Security Guide* is normally generated by the organization's project authority and/or security authority.

7.3.2 Contractor's Sites or Premises Requiring Safeguarding Measures

- 7.3.2.1** 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 proposed individuals' sites or premises for the following addresses:

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

Country

7.3.2.2 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.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from Contract Award Date to five (5) years after Contract Award Date (to be inserted at Date of Contract Award).

7.5 Authorities

7.5.1 Contracting Authority

Name: Jean-François Goyette
Title: Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch

Telephone: 613-219-0728

E-mail address: jean-francois.goyette@tpsgc-pwgsc.gc.ca

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

7.5.2 Technical Authority

The Project Authority for the Contract is: TBD

Name: __TBD__

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____

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.

7.5.3 Procurement Authority

The Procurement Authority for the Contract is: TBD

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement of the Work. Changes to the scope of Work can

only be made through a contract amendment issued by the Contracting Authority.

7.5.4 ITB Authority

TBD

The ITB Authority is responsible for management of the Industrial and Technological Benefits requirements under the Contract.

7.5.5 Contractor's Representative

TBD

7.6 Payment

7.6.1 Basis of Payment

The Contractor will be paid in accordance with the Basis of Payment in Annex "B".

7.6.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ to be inserted at Contract Award. Customs duties are included and Applicable Taxes are extra.
2. .
3. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability

7.6.3 Method of Payment

1. Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to 90 percent of the amount claimed and approved by Canada if:
 - a. an accurate and complete claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

- b. the amount claimed is in accordance with the basis of payment;
- c. the total amount for all progress payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Contract;
- d. all certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives.

2. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

7.6.4 SACC Manual Clauses

A9117C (2007-11-30) T1204 – Direct Request by Customer Department
 C0300C (2014-06-26) Cost Submission – Contract Cost Principles 1031-2
 C0710C (2007-11-30) Time Verification
 C0705C (2010-01-11) Discretionary Audit

7.7 Certifications and Additional Information

7.7.1 Compliance

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 and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

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

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

7.8 Applicable Laws

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

7.9 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions;
- (c) the general conditions
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Industrial and Technological Benefits-Terms and Conditions
- (h) Annex F, Insurance Requirements;

- (i) the signed Task Authorizations (including all of its annexes, if any);
- (j) the Contractor's bid dated _____, and as clarified on _____

7.10 Defence Contract

SACC Manual clause [A9006C](#) (2012-07-16) Defence Contract
SACC Manual clause [A9062C](#) (2011-05-06) Canadian forces Site Regulations

7.11 Foreign Nationals (Canadian Contractor **OR Foreign Contractor)**

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

Or

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

7.12 Insurance Requirements

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

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

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

7.13 Controlled Goods Program

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

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

7.15 Industrial and Technological Benefits (ITB)

Terms and Conditions of the Industry and Technological Benefits are applied in accordance with Annex "D" of this Contract

ANNEX A

TO CONTRACT

W8486-184111

LAND C4ISR

TRANSITION SOFTWARE SUPPORT CONTRACT

STATEMENT OF WORK

26 November 2017

Version 4.0

Table of Contents

1	INTRODUCTION.....	1
1.1	Aim	1
1.2	Scope	1
1.3	Background and Land C4ISR High Level Description	2
1.4	Electronic Document Format.....	8
1.5	Applicable Documents	9
1.5.1	Applicability	9
1.5.2	Glossary and Definitions.....	9
1.5.3	Standards, Specifications and Publications.....	9
1.6	Statement of Work Structure and Content.....	9
1.7	Authorities and Responsibilities.....	9
1.7.1	Technical Office of Primary Interest	10
1.7.2	Contractor's Lead Software System Architect	10
1.7.3	Integrated Product Team.....	10
1.7.4	Design Authority.....	10
2	GENERAL REQUIREMENTS	13
2.1	Core Work	13
2.2	Task-Based Work	13
3	Core Management Services.....	14
3.1	General.....	14
3.2	Program Management Core Work.....	14
3.3	Program Management Plan	15
3.4	Monitoring and Control	15
3.4.1	Monthly Progress Reports.....	15
3.4.2	Progress Review Meetings.....	15
3.4.3	Progress Review Agenda and Minutes	15
3.4.4	Other Meetings and Reviews	15
3.5	Task Management.....	15
3.5.1	Task Initiation and Planning	16
3.5.2	Task Execution and Control.....	16
3.5.3	Task Closure	17
3.6	Risk Management	17
3.7	Canada Owned Resources Management	17

3.7.1	Canada Owned Resource Management Report	18
3.8	Configuration and Data Management (CM-DM)	18
3.9	Security	18
3.10	Travel	18
4	Core Engineering Work	19
4.1	System Engineering Management	19
4.1.1	Systems Engineering Management Plan	19
4.1.2	Systems Engineering Schedule	20
4.1.3	Lead Software Architect	20
4.2	Software Engineering	20
4.2.1	Software Systems Requirements and Architecture	20
4.3	Software Systems Integration and Test	21
4.4	Software Baseline Change Management	21
4.5	Quality Assurance	21
4.6	Problem Resolution Support	21
4.7	Incident Management Support	22
4.8	Obsolescence Management	23
4.9	Support TacC2IS support to the IPT	23
4.9.1	Tactical Systems Integration Laboratory (TSIL) Support Services	24
4.9.2	TSIL Integrated Product Team (IPT) Support	24
4.9.3	Software Integration and Testing and SoS Testing Support	24
5	Task Based Services	25
5.1	Software Engineering	25
5.1.1	Task Documentation and Data	26
5.1.2	Technical Reviews and Audits	26
5.2	Life-Cycle Application Management (LCAM) Support	27
5.2.1	Problem Resolution Support	27
5.2.2	Incident and Event Resolution	27
5.2.3	Obsolescence Management Support	27
5.3	Integrated Logistics Support (ILS)	27
5.3.1	Training	27
5.3.2	ILS Documentation	28
5.4	Technical Investigations and Engineering Studies	28
5.5	Field Support	28
5.5.1	General	28
5.5.2	Fielding Support	28

5.5.3	Field Service Representatives (FSR) and Mentor for Exercises and Operations	28
5.5.4	Operational Test and Evaluation.....	29
5.5.5	ITSM-related Support to Episodic Mission Networks.....	29
5.6	Software Integration and Testing and SoS Testing Support.....	30

List of Appendices

Appendix 1	Glossary and Definitions
Appendix 2	Standards and Reference Documents
Appendix 3	System Description, including. System Breakdown Structure (SBS)
Appendix 4	Logistic SOW
Appendix 5	Contract Data Requirements List (CDRL) and Data Item Descriptions (DIDs)
Appendix 6	Labour Categories

1 INTRODUCTION

1.1 Aim

This Statement of Work (SOW) defines the work to be undertaken under a Support Contract (SC) to provide Software Support services for the in-service support of the Land Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance System (Land C4ISR System).

1.2 Scope

This SOW specifies the required activities to provide Software Support for the Land C4ISR System. The scope is based on items identified in SOW appendix 3. As the Software elements of C4ISR are part of a continuously evolving system, it is expected the items in appendix 3 will change throughout the contract.

The principal elements of Software Support required are:

- a. Software systems engineering management;
- b. Software systems requirements and architecture;
- c. Software component design and construction;
- d. Software systems integration and verification;
- e. Software baseline and patch management;
- f. Life cycle application management, including software obsolescence management;
- g. Software problem resolution, including root cause analysis as well as corrective, adaptive and perfective maintenance;
- h. Tactical Systems Integration Laboratory (TSIL) support services;
- i. TSIL Integrated Product Team (IPT) activities; and
- j. Support to Software Baseline Integration and Testing (SWBIT) and System-of-Systems (SoS) integration and testing.

Further Software Support can include tasks to deliver:

- a. Information technology service management (ITSM) support to episodic mission networks;
- b. Technical investigation and engineering studies;
- c. Field support and mentoring during training and operations; and

d. Fielding support.

Appendix 3 identifies the Land C4ISR System hardware and software system elements as requiring either a SoS or a Full level of support. It is anticipated that this list of Land C4ISR System elements will change over time as the system evolves. Also, the level of support may change over time. Canada reserves the right to amend the level of support and list of supported systems and system elements from time to time as deemed necessary by the Technical Authority (TA) or Technical Office of Primary Interest (Tech OPI).

The SoS level of support means that the Contractor must have an understanding of the system element in terms of its functionality at the SoS level, including understanding its use in the Land C4ISR System and all of its technical interfaces, so as to be capable of performing SoS engineering, integration, testing and maintenance for the system element.

The Full level of support means that the Contractor must have in-depth knowledge of the system element over and above that required for the SoS level of support. For any system element subject to the Full level of support, the Contractor may be tasked to perform corrective, perfective, adaptive and emergency maintenance or provide additional in-service support (ISS) activities beyond that provided for in Core Work. In the case of software, the Contractor will be provided with source code and detailed design documentation as appropriate. In all cases, DND will provide the appropriate licenses or right to use technical data or source code.

1.3 Background and Land C4ISR High Level Description

The Government of Canada (GoC) has given the Canadian Armed Forces (CAF) clear direction concerning its vision for defence, in which Canada is:

- a. **Strong at home**, its sovereignty well-defended by a Canadian Armed Forces also ready to assist in times of natural disaster, other emergencies, and search and rescue;
- b. **Secure in North America**, active in a renewed defence partnership in NORAD and with the United States; and
- c. **Engaged in the world**, with the Canadian Armed Forces doing its part in Canada's contributions to a more stable, peaceful world, including through peace support operations and peacekeeping.

In order to meet these objectives, Canada needs an agile, multi-purpose, combat-ready military, operated by highly trained, well-equipped women and men. At any given time, the Government of Canada can call upon the Canadian Armed Forces to undertake missions for the protection of Canada and Canadians and the maintenance of international peace and stability. The Canadian Armed Forces must be prepared to:

- a. Detect, deter and defend against threats to or attacks on Canada;
- b. Detect, deter and defend against threats to or attacks on North America in partnership with the United States, including through NORAD;
- c. Lead and/or contribute forces to NATO and coalition efforts to deter and defeat adversaries, including terrorists, to support global stability;

- d. Lead and/or contribute to international peace operations and stabilization missions with the United Nations, NATO and other multilateral partners;
- e. Engage in capacity building to support the security of other nations and their ability to contribute to security abroad;
- f. Provide assistance to civil authorities and law enforcement, including counter-terrorism, in support of national security and the security of Canadians abroad;
- g. Provide assistance to civil authorities and nongovernmental partners in responding to international and domestic disasters or major emergencies; and
- h. Conduct search and rescue operations.

Further, the Canadian Armed Forces will be prepared to *simultaneously*:

- a. Defend Canada, including responding concurrently to multiple domestic emergencies in support of civilian authorities;
- b. Meet its NORAD obligations;
- c. Meet commitments to NATO Allies under Article 5 of the North Atlantic Treaty;
- d. Contribute to international peace and stability through:
 - 1) Two sustained deployments of ~500-1500 personnel, including one as a lead nation;
 - 2) One time-limited deployment of ~500-1500 personnel (6-9 months duration);
 - 3) Two sustained deployments of ~100-500 personnel;
 - 4) Two time-limited deployments (6-9 months) of ~100-500 personnel;
 - 5) One Disaster Assistance Response Team (DART) deployment, with scalable additional support; and
 - 6) One Non-Combatant Evacuation Operation, with scalable additional support.

To carry out these missions, the CAF requires a fully integrated tactical network, capable of providing, flexible, multi-role and combat-capable communications and information processing services to the military. It also requires connectivity to other federal government departments, to the governments of other countries, to international organizations, to non-governmental organizations, to private volunteer organizations, and to private business ventures.

The Land C4ISR System is the SoS that supports the command and control (C2) of CAF land operations by providing commanders at all levels with the information services required to make and communicate effective and timely decisions. As such, it enables the CAF to:

- a. Plan and direct operations;
- b. Manage operational information;
- c. Achieve and maintain situational awareness; and
- d. Exchange information with allies and mission partners.

The Land C4ISR System is an interconnected network of digital communication and information systems (CIS) by which the data needed to plan, direct and control tactical land operations is communicated, stored, processed and displayed. Figure 2 shows a high-level diagram of the Land C4ISR System, depicting the installations, vehicles, and dismounted soldiers and the

subnetworks that interconnect them. It should be noted that the Land C4ISR System comprises equipment and systems to provide the services, but does not include the platforms themselves – these are the responsibility of specific platform DND Equipment/Weapon System Management Teams. The Directorate, Land Command System Program Management (DLCSPM), as the Departmental authority for the Land C4ISR System, has Total System Responsibility (TSR) and is responsible for the full life cycle of the Land C4ISR System from Architectural Development through Systems Engineering and Integration, Fielding, In-Service Support and, finally, Disposal.

In order to support its TSR responsibilities DLCSPM will manage support of the Land C4ISR System within an integrated environment led by an Integrated Product Team (IPT). The IPT will be a working level body, DLCSPM led and jointly managed with the Land C4ISR Engineering and Integration (E&I) Support Contractor. Stakeholders will include the operational community, the joint community and all major equipment/component providers to the Land C4ISR system. The IPT will operate in a cooperative and collaborative manner, with members working in good faith under the framework of a relational contract and under the guidance of the IPT lead to ensure the needs of the Land C4ISR are met.

The IPT will be the champion of the Agile development teams and will establish the Capability Intent for the outcomes of each capability development component Sprint Grouping. Canada will maintain TSR while the E&I Support Contractor must provide the core of the IPT as defined in the terms of reference to be provided by DLCSPM. That is, the IPT will operate in a collaborative manner forming the bridge between government and army stakeholders and industry partners. Ultimate responsibility for the relationships up and out to government and Army stakeholders will be held by DLCSPM. The E&I Support Contractor will be responsible for technical support of the overall Land C4ISR SoS by documenting the system architecture, supporting operational analysis, performing system engineering design and performing integration and supporting system level configuration management.

DLCSPM will be responsible for ensuring that the right system is being built while the support contractors must be responsible for ensuring the system is being “built right”. The proposed System Engineering process is depicted at Figure 6.

The proposed separation of System Integration and test responsibility at the IPT level and at the OEM level is depicted at Figure 5.

Doctrinally the Land C4ISR System is divided into the following constituent systems:

- a. **Tactical Command and Control Information Systems (TacC2IS):** TacC2IS are the interconnected Information Systems (IS) that provide an integrated network of computers with specific software applications that deliver information processing support for commanders and staffs at all levels.
- b. **Tactical Communications (TacComms):** TacComms are the physical Communications Systems (CS) that enable commanders at all levels to have access to a fully integrated, secure communications network that provides the capability to exercise C2 through voice and/or data communications. TacC2IS services are transported over TacComms.

- c. **Intelligence, Surveillance and Reconnaissance (ISR):** ISR are the sensors and analysis capabilities used to gather and process tactical information into useful intelligence.

The extant operational concept for CAF land operations is based on *Land Operations 2021* (ISBN: 978-0-662-44742-9) and the evolving *Signals in Land Operations* (B-GL-351-002/FP-001). This concept is sometimes referred to as the Land C4ISR context, which is represented in Figure 1 and Figure 2.

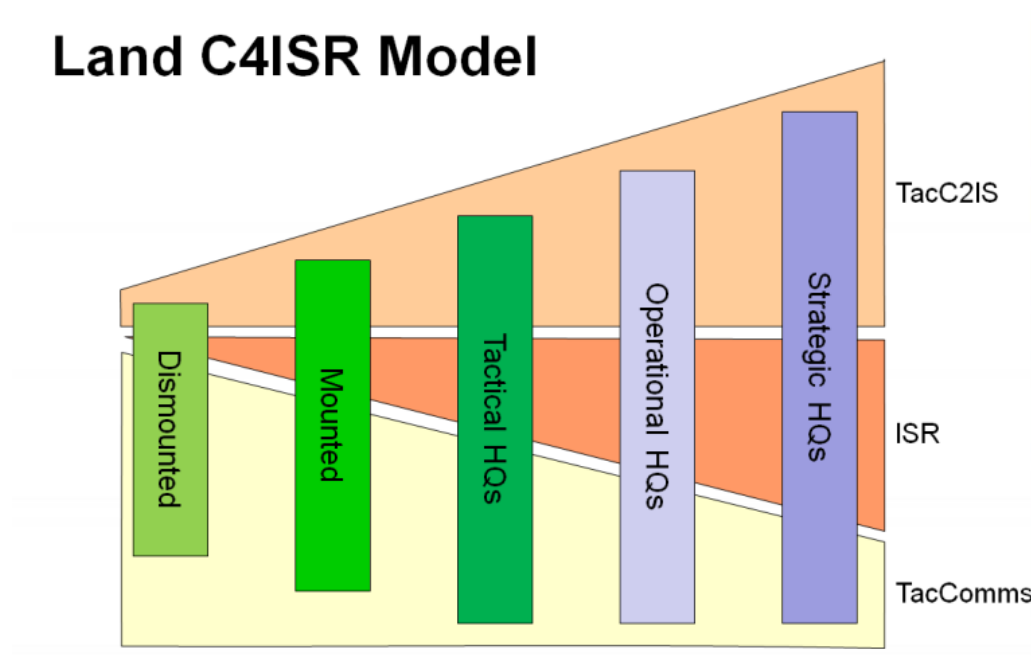


Figure 1 Land C4ISR Model

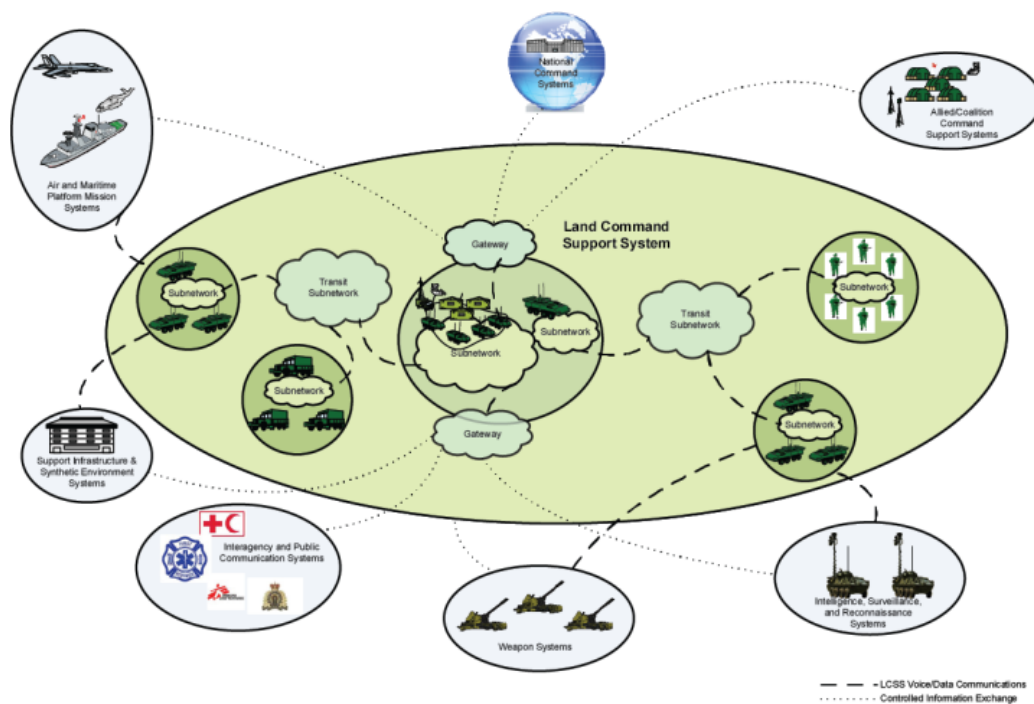


Figure 2 Land C4ISR System Conceptual Diagram

TacComms, TacC2IS and ISR, collectively, make up the Land C4ISR technical model as shown in Figure 3. Figure 4 depicts Land C4ISR in the battle space.

Land C4ISR Technical Model

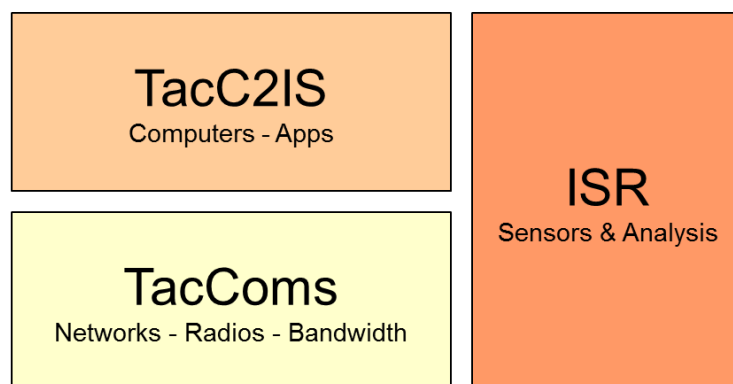


Figure 3 Land C4ISR Technical Model

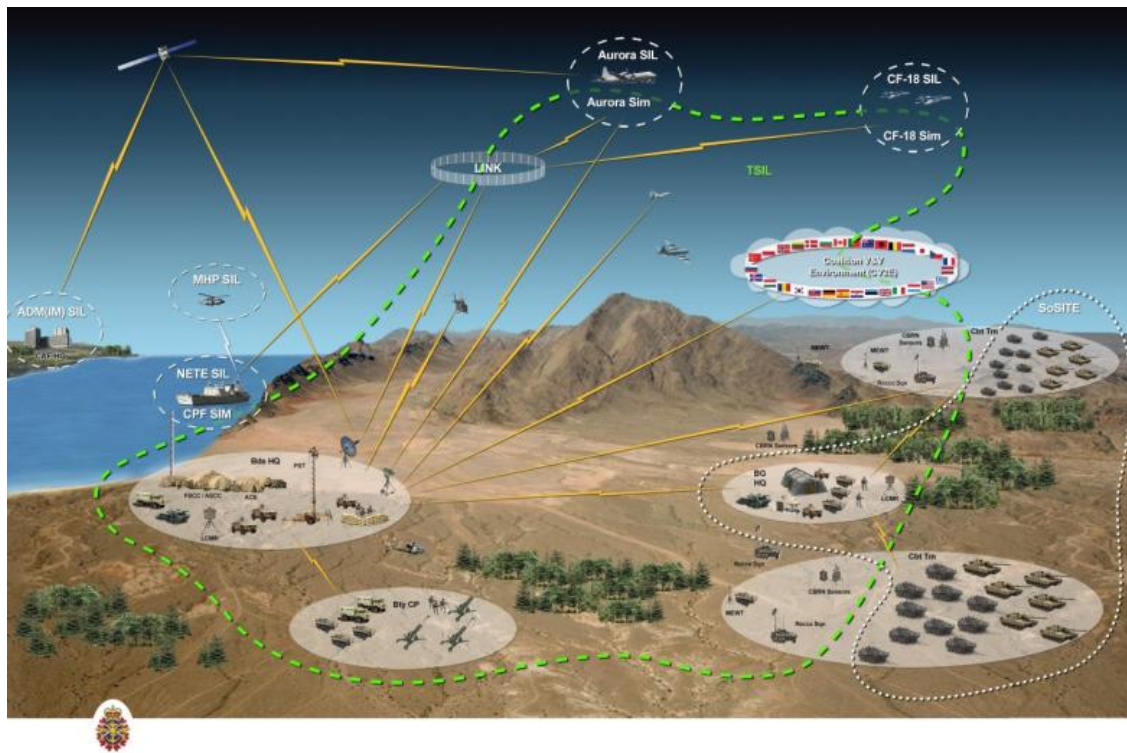


Figure 4 Land C4ISR in the Battle Space

For the purpose of this overview, the Land C4ISR System is considered to be the Army/Land Force operated CIS hardware and software that is used to provide commanders with the required C2 services. In the context of the Land C4ISR, however, the Army operates jointly and seamlessly with all other environments. In order to meet the CAF's operational requirements effectively and efficiently, DLCSPM jointly supports a number of applications, services and standards.

The proposed separation of System Integration and test responsibility at the IPT level and at the OEM level is depicted at Figure 5.

DLSCPM is providing the Land C4ISR system through its support contracts of two primary interconnected integration facilities; the Tactical System Integration Laboratory (TSIL) and System of System Integration and Test Environment (SoSITE). These facilities which are to be used at the appropriate level by all Land C4ISR System support contractors. These facilities are capable of enabling engineering, integration, installation and testing on actual Land C4ISR System elements, both in controlled lab environments and on various CAF vehicles and platforms. These facilities support multiple Land C4ISR System baselines including the fielded baseline, where it acts as the reference implementation, and supports other engineering baselines that are being integrated or tested. Participants, specifically engineers, are able to add, optimize and/or improve designs including equipment, applications, services and platforms.

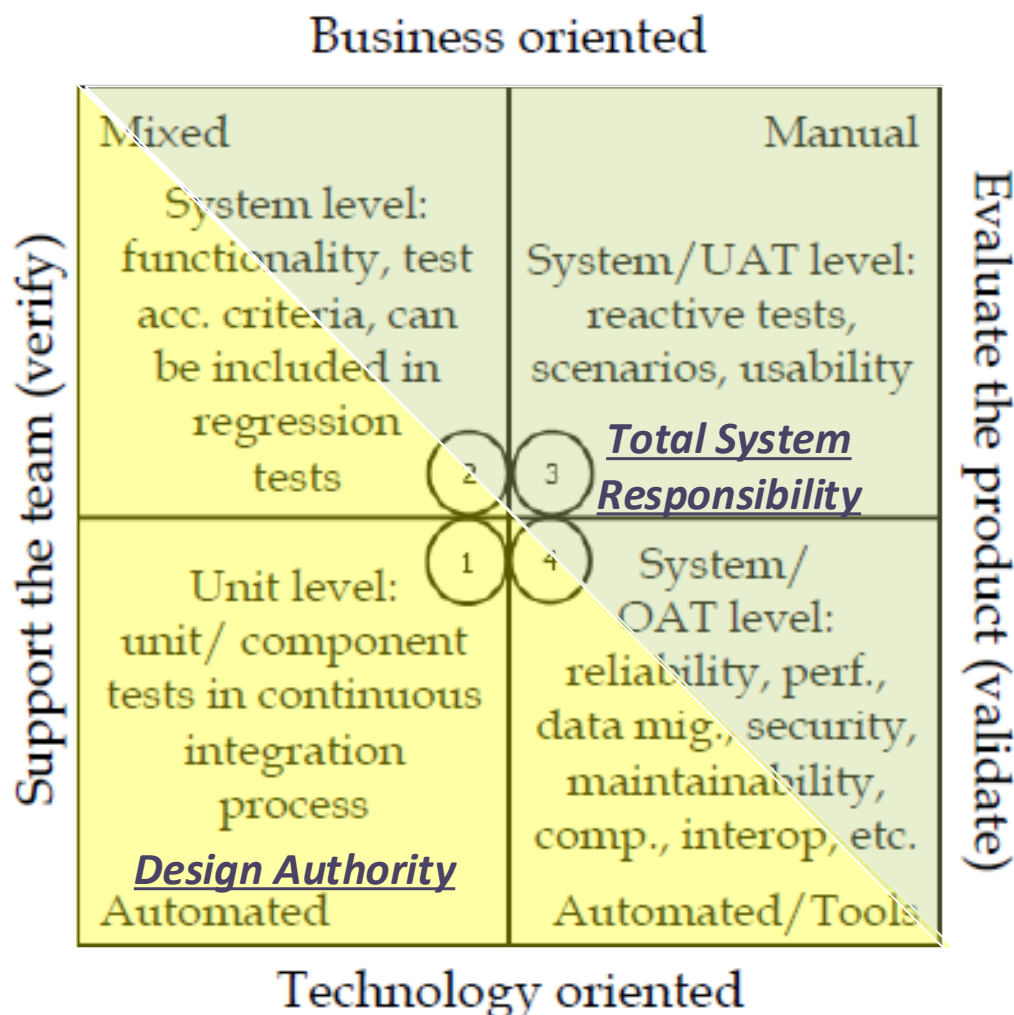


Figure 5 Land C4ISR System Engineering process

1.4 Electronic Document Format

All documents requested in electronic format, with the exception of Portable Document Format (PDF) files, must be delivered in a format that can be imported, read, edited, printed and saved. PDF files are only acceptable for those documents that the Technical Authority (TA) has no requirement to insert comments, to amend the text or data, to extract text or data, or to use the content of the document for other action.

Documents submitted with security settings or document protection settings that prevent DND from printing and editing the document must be re-submitted in an appropriate format.

1.5 Applicable Documents

1.5.1 Applicability

The information provided in this section support this SOW and must be considered as supplemental information only.

1.5.2 Glossary and Definitions

The glossary and definitions that support this SOW are identified at Appendix 1.

1.5.3 Standards, Specifications and Publications

The standards, specifications and publications that support this SOW are identified at Appendix 2. The latest edition of the document is in effect unless specifically specified otherwise.

1.6 Statement of Work Structure and Content

This SOW is organised into the following sections:

Section 1: Introduction.

Section 2: General Requirements.

Section 3: Core Management Services.

Section 4: Core Engineering Support Services.

Section 5: Task-Based Services.

This SOW is supported by the following appendices:

Appendix 1, Glossary and Definitions.

Appendix 2, Standards and Reference Documents.

Appendix 3, System Description

Appendix 4, Logistic SOW.

Appendix 5, Contract Data Requirements List (CDRL) and Data Item Descriptions (DIDs).

Appendix 6, Labour Categories.

1.7 Authorities and Responsibilities

In addition to the Authorities defined in the terms and conditions of the contract, this SOW defines the following roles, authorities and responsibilities.

1.7.1 Technical Office of Primary Interest

The Technical Office of Primary Interest (Tech OPI) is a DND employee delegated by the TA to exercise certain authorities on his or her behalf in accordance with this SOW and any additional scope as may be provided for in any additional task-based SOWs that may be provided under this contract. Each task issued under this SOW will have a single Tech OPI.

1.7.2 Contractor's Lead Software System Architect

The Contractor must designate an individual as its Lead Software System Architect.

The Lead Software System Architect must have the requisite authority within the Contractor's organization for all matters related to the engineering work performed under this SOW. This individual is accountable to provide advice to the IPT on all matters related to technical standards and architecture of the Contractor's portion of the Land C4ISR system.

1.7.3 Integrated Product Team

Canada, which includes DND and other government departments, manages support of the Land C4ISR System within an integrated team environment. Therefore, Canada anticipates that Core Engineering Support Services will be conducted in an environment consisting of Canada, the Engineering & Integration (E&I) Contractor and other support contractors. Although the E&I contractor is providing the core of the IPT, the Contractor must contribute to the IPT, where the work will be performed in a collaborative and cooperative manner in order to achieve the agreed objectives. The roles and responsibilities of all parties will be discussed and formalized in the IPT Terms of Reference.

The Contractor must explain as part of their Program Management Plan (PMP) and System Engineering Management Plan (SEMP) how they will support the DND-led Integrated Project Team and manage its day-to-day activities with DND and other IPT members.

1.7.4 Design Authority

As described in Section 1.3, DLCSPM retains TSR for the Land C4ISR SoS. For task work the TA may delegate Design Authority to a Contractor for a portion of the design work being undertaken (see figure 6). Design Authority, for the purpose of this SOW, is the authority to make design decisions regarding a system element or elements under design or modification within the boundaries defined by stated requirements and constraints, including resource limitations, placed upon the person or organization exercising Design Authority. It includes the responsibility to produce a design responsive to the requirements for the system element under consideration, responsive to the need to be integrated into the higher level SoS, consistent to established interfaces, and to prove the sufficiency and completeness of the design produced against the requirements to the standards provided by the Canada through the IPT process.

Canada retains overall Design Authority over all work done under this SOW unless Design Authority is specifically assigned by Canada to a member of the IPT for a defined scope of task work being undertaken as follows (see figure 6).

For work tasked through a DND 626 Task Authorization (see section 2.2 and section 5), the Task SOW may define an explicit assignment of Design Authority to the Contractor for defined portions of the work. The portion of the work subject to the Contractor's Design Authority will be defined in a task. At a minimum, assignment may occur only at a defined point in the system design process that must be after the requirements for the system element for which Design Authority is being transferred are agreed to, and after the test plan and expected results to conduct design verification have been produced and agreed to. Tech OPI acceptance of successful completion of this system element testing constitutes the return of Design Authority to Canada.

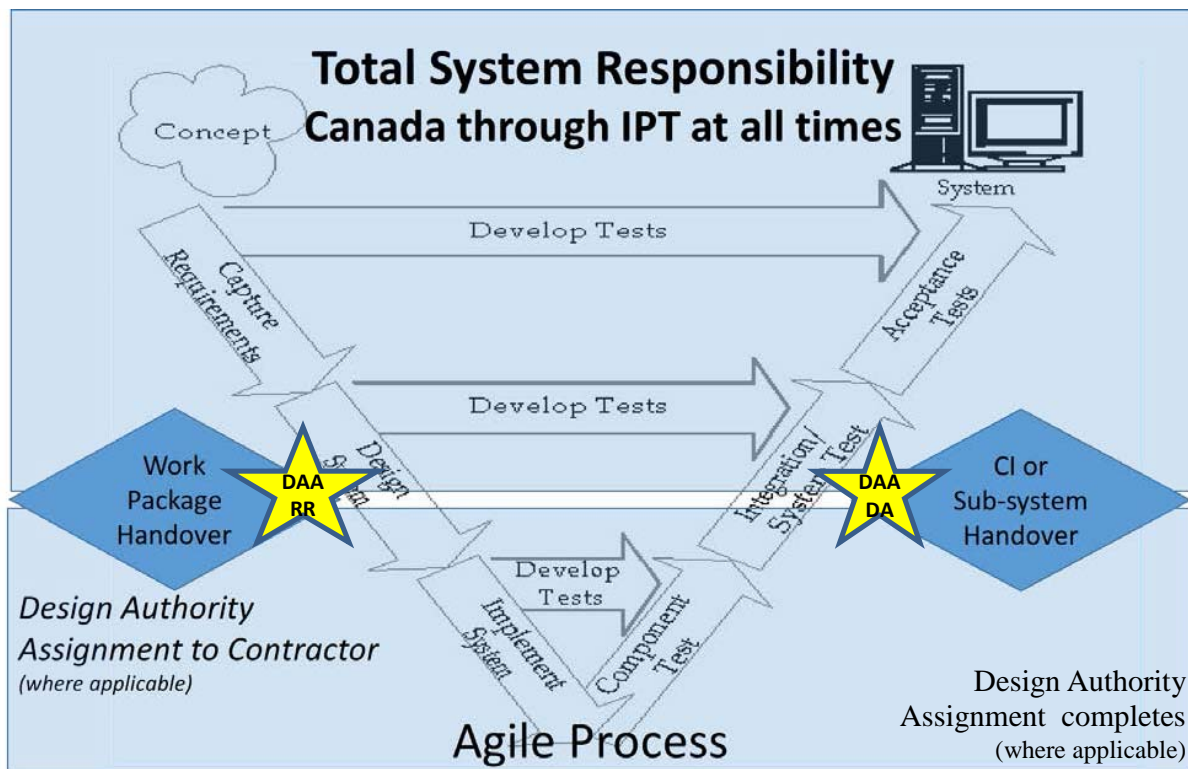


Figure 6: Land C4ISR Design Authority Transfer

In each case, a Design Authority Assignment Readiness Review gate will occur prior to transfer of Design Authority to the Contractor to ensure expectations are clear and the system element requirements, test requirements, schedule, costs and work requirements are well defined. This Review can, for tasks that include a handover point, be combined with the System Requirements Review meeting, or, for standalone tasks, with a task Kick-Off meeting. In all cases, the Design Authority Transfer Readiness Review meeting is to be used as a mechanism for DND to determine whether or not to move forward with work on the Task and will be at Canada's sole discretion.

Similarly, a Design Authority Assignment Deliverables Audit will occur prior to return of Design Authority to the Canada to ensure that the system element requirements have been met

and are tested and documented, where applicable any waivers or deviations that were acceptable to the TA are in place and all specified deliverable have been accepted by Canada. This review will be modeled on a Functional Configuration Audit with scope defined by the system element and work that was subject to the transfer of Design Authority.

Approval authority for the Design Authority Assignment Readiness Review and the Design Authority Transfer Deliverables Audit rests solely with Canada

2 GENERAL REQUIREMENTS

2.1 Core Work

Core Work comprises those elements of the Work that must be conducted by the Contractor within the firm fixed price element of the contract as established at contract award.

Core Work comprises the activities described in Section 3 and Section 4 of this SOW that occur on a regular ongoing basis over the duration of the contract period, separate from but including support for task-based work. Core Work is not initiated through a Task Authorisation.

The Contractor must provide, as Core Work, the following work as described in this SOW:

- a. Core Management Work (Section 3); and
- b. Core Engineering Support Work (Section 4).

2.2 Task-Based Work

The Contractor may be tasked, as and when required, with the performance of specific work related to the Engineering, Integration and In-service Support of software system elements within the Land C4ISR System, including but not limited to the following:

- a. Engineering Support Services;
- b. Life Cycle Application Management (LCAM) Support Services;
- c. Integrated Logistic Support (ILS) Services;
- d. Field Support Services; and
- e. Support to IPT activities.

3 Core Management Services

3.1 General

The Contractor is responsible to preform Core Program Management Work at an incentivized fixed monthly fee.

This Core Management Work does not require a separate DND 626 Task Authorization.

3.2 Program Management Core Work

The Contractor must implement and maintain a Program Management Program in accordance with the approved Program Management Plan (PMP). The Program Management Program is considered core work under this contract, meaning that it will not be initiated through a Task.

The Contractor must plan, organize and control all work described in this SOW and their subsequent Tasks.

The Contractor must maintain scheduling and management control for all activities carried out under the Contract.

Program Management encompasses the management of all program activities to initiate, plan, execute, control, and closeout all the work defined by this SOW. The Contractor's overall Program Management activity must adhere to the provisions of the approved PMP. Project Management encompasses the same activities as Program Management and is normally applied to management of specific Tasks and groups of Tasks.

The Contractor must be ready, using their identified core management resources, to manage multiple concurrent Tasks. To meet the expected core task workload Canada estimates that approximately 4 to 5 FTE are required to perform the work identified below. It is the Contractor's responsibility to identify in the PMP how this work is distributed among the full time and part-time core resources being offered.

Program Management and Project Management activities include but are not limited to:

- a. Program Monitoring and Control;
- b. Task Estimation;
- c. Task and Budget Management;
- d. Progress Reporting and Billing;
- e. Performance Management and Continuous Improvement Process;
- f. Canada Owned Resource Management; and
- g. Risk Management.

3.3 Program Management Plan

The Contractor must prepare, deliver, update and maintain a PMP in accordance with DID 100.001.

3.4 Monitoring and Control

The Contractor must implement Program Monitoring and Control as described in the following sub-sections.

3.4.1 Monthly Progress Reports

The Contractor must prepare and submit Monthly Progress Reports in accordance with CDRL 100.002.

3.4.2 Progress Review Meetings

Progress Review Meetings (PRMs) must be conducted on a periodic basis, at least semi-annually, among the Contractor, the CA, the PA and the TA. These PRMs must encompass the total program status as of the review date, and must present, for resolution, all known problems as of that date.

3.4.3 Progress Review Agenda and Minutes

The Contractor must prepare, submit for approval and update the agenda for the PRM IAW CDRL 100.003.

The Contractor must prepare, submit for approval and update minutes of the PRM IAW CDRL 100.004

3.4.4 Other Meetings and Reviews

Working level meetings can be held to review work. No action affecting cost or schedule may be taken as a result of these meetings.

For all meetings (including reviews), the Contractor must prepare and submit an agenda for approval.

3.5 Task Management

The TA will establish the priority of Tasks. Should a change be made to the priority of an existing Task, the Contractor must inform the TA of the impact that this change will have on other current Tasks. Impacts may involve the adjustment of priority, cost, schedule and scope of current Tasks.

Irrespective of the nature of the work tasked or DND processes to approve a Task, the Contractor must manage Tasks in the manner described in the following sub-sections.

3.5.1 Task Initiation and Planning

The TA will manage Task requirements.

The TA will issue a request to the Contractor to provide a task proposal for all Tasks.

When the Contractor is requested to provide a proposal, such a request will typically include a SOW and any other requirements necessary to define the Task. The Contractor's proposal, unless otherwise specified in the request, must contain:

- a. An Implementation Plan;
- b. A Work Breakdown Structure (WBS), if not provided with the task definition;
- c. A schedule; and
- d. A price, including a breakdown of the required resources, IAW the agreed basis of payment for the task.

Quotations or Task definition assistance requested from the Contractor must not be construed as authority to proceed with any work.

Subject to internal approval of the proposal, Canada will issue an approved DND 626 Task Authorization.

3.5.2 Task Execution and Control

When a DND 626 Task Authorization is issued, the Contractor must:

- a. Assign a Task Lead responsible to oversee the Task and maintain its status;
- b. Assign resources in accordance with Task requirements and budgetary estimates;
- c. Implement any special reporting or metric requirements;
- d. Initiate risk management for any identified risk elements; and
- e. Commence work on the Task in accordance with the approved Implementation Plan, WBS and schedule.

The Contractor must demonstrate/manage all pertinent information related to the task, including the original DND 626 Task Authorization and subsequent revisions and any relevant data or documents.

On an ongoing basis during the execution of the Task, the Contractor must:

- a. Track and report Tasks based on the serial numbers on the DND 626 Task Authorizations;

- b. Monitor tasks to ensure that the financial expenditures are in line with approved tasks and report status to the CA, PA and TA on a regular basis;
- c. Maintain project time scheduling and tracking; and
- d. Implement a performance measurement and continuous improvement process.

3.5.3 Task Closure

When the work identified in the DND 626 Task Authorization and associated SOW is complete, the Contractor must:

- a. Prepare a final report in accordance with CDRL 100.006 as a deliverable for every Task, unless otherwise directed;
- b. Formally close out the Task to ensure that there are no further charges accumulated against the Task in accordance with the PMP; and
- c. Update final Task metrics and present them in the Monthly Progress Report.

3.6 Risk Management

The Contractor must, as part of Core Management Work, implement a Risk Management program for the performance of the work described by this SOW. Risk management must encompass the following:

- a. Risk identification, including risk quantification;
- b. Analysis;
- c. Planning; and
- d. Tracking and Control.

The Contractor must perform Risk Management in accordance with the approved PMP.

3.7 Canada Owned Resources Management

The Contractor must, as part of Core Management Services, implement a Canada Owned Resource Management program, including management of controlled goods.

Canada will make available to the Contractor Government Furnished Assets (GFA), including Government Furnished Equipment (GFE), Government Furnished Vehicles (GFV), Government Furnished Information (GFI) and Government Supplied Material (GSM), to be used to support the work.

The GFI will include Commercial Off-the-shelf (COTS) software, Military Off-the-shelf (MOTS) software, Government Off-the-shelf (GOTS) software licenses, media and associated documentation and other technical documentation.

The GFE will include MOTS and COTS hardware to enable the Contractor to engineer, integrate and test software systems. The Contractor must implement a Canada Owned Resource Management program in accordance with the process identified in Appendix 4 of this SOW - Logistic SOW.

3.7.1 Canada Owned Resource Management Report

The Contractor must prepare a Canada Owned Resource Management Report in accordance with CDRL 100.005.

3.8 Configuration and Data Management (CM-DM)

The Contractor must perform CM-DM of its own deliverables as a part of core management work.

The Contractor must perform the CM-DM work as follows:

- a. Configuration Management Planning and Management;
- b. Configuration Identification;
- c. Configuration Change Management;
- d. Configuration Status Accounting;
- e. Configuration Verification and Audit;
- f. Documentation Management; and
- g. Software Release Management and Delivery.

3.9 Security

The Contractor must establish and implement a Security Program to conduct the work, in accordance with contract Security Requirements Checklist (SRCL).

3.10 Travel

It is anticipated that Contractor personnel will be required to travel to TA specified locations in support of the work. The Contractor must manage travel for their personnel. The Contractor must obtain approval from DND for all travel, prior to incurring any expense.

4 Core Engineering Work

The Contractor must provide Core Engineering Work at an incentivized fixed monthly fee.

This Core Engineering Work does not require a separate DND 626 Task Authorization.

The Contractor must be ready, using their identified core engineering resources, to provide the Software Architecture, Engineering and Test Management support to the IPT, and provide for the day to day operation of the TACNET engineering capability at the TSIL. To meet the expected core task workload Canada estimates that approximately 19 to 20 FTEs are required to perform the work identified below. It is the Contractor's responsibility to identify in the System Engineering Management Plan (SEMP) how this work is distributed among the full time and part-time core resources being offered.

The Contractor must perform Core Engineering Work in order to provide:

- a. Engineering Management;
- b. Software Engineering;
- c. Software Integration and Test
- d. Configuration Management;
- e. Quality Assurance;
- f. Problem Resolution Support;
- g. Incident Management; and
- h. Obsolescence Management
- i. TacC2IS support to the IPT.

4.1 System Engineering Management

The Contractor must establish and manage the System Engineering Program

The Contractor must gather, and track, engineering performance measures on all engineering tasks. The Contractor must identify and implement continuous process improvements to the core and task based Engineering Program.

4.1.1 Systems Engineering Management Plan

The Contractor must prepare, submit and maintain the SEMP in accordance with CDRL 200.001.

The purpose of the SEMP is to describe the Engineering Program intended for use on performing the engineering work of this SOW.

4.1.2 Systems Engineering Schedule

The Contractor must prepare, submit and maintain the Security Engineering Schedule in contractor format.

The purpose of the Engineering Schedule is to describe and synchronize the Security Engineering program of work.

4.1.3 Lead Software Architect

The LTSSC Contractor must designate an individual as its Lead Software Architect/Engineer to advise on LTSSC Architecture, Design and interfaces within the Engineering and Integration (E&I) activities and interact directly with the Design Authority to assist with system design decisions and recommendations.

The Lead System Software Architect must have the requisite authority within the Contractor's organization for all Engineering Program matters related to the engineering work of the SOW.

4.2 Software Engineering

The Contractor must, as part of Core Engineering Support Services, provide Software Engineering Services to assist in resolving software problems and to provide engineering analysis associated with future Land C4ISR System software releases.

Software Engineering is the application of systems engineering principles specifically to the development and support of large complex software systems in order to improve process and product management throughout the system life cycle.

In conjunction with the other IPT members, the Contractor must perform Core Software Engineering in the areas of:

- a. Software Systems Requirements and Architecture:
- b. Software Systems Integration and Verification; and
- c. Software Systems Baseline Management.

4.2.1 Software Systems Requirements and Architecture

The Contractor must provide, as part of the Core Engineering Support Services, ongoing support to the Software Systems requirements and architecture capability for the Land C4ISR System. This includes:

- a. Business or Mission Analysis;
- b. Stakeholder Needs & Requirements Definition;
- c. Software Systems Requirements; and

d. Software Systems Architecture.

The Contractor must implement and maintain Software Systems Requirements and Architecture services in accordance with the approved SEMP.

4.3 Software Systems Integration and Test

The Contractor must, as part of Core Engineering Support Services, provide ongoing support to the Software Systems Integration and Test capability for the Land C4ISR System.

4.4 Software Baseline Change Management

The Contractor must, as part of Core Engineering Support Services, implement and maintain change management for the Land C4ISR System software baseline.

4.5 Quality Assurance

The Contractor must establish and maintain a Quality Assurance (QA) Program in order to provide a sufficient level of confidence that quality requirements, including those derived from Stakeholder Needs and Requirements Definition, System Requirements Definition, Software System Requirements Definition and Software Requirements Definition, will be fulfilled. Proactive analysis of all engineering processes and outputs must be performed to assure that the products being produced will be of the desired quality and that all applicable policies and procedures are being followed.

The Contractor must prepare and submit a QA Plan (QAP) in accordance with CDRL 400.002.

The Contractor must perform QA in accordance with the approved QAP.

4.6 Problem Resolution Support

The Contractor must investigate all System Problem Reports (SPR), Unsatisfactory Condition Reports (UCR) and Technical Failure Reports (TFR) initiated by the TA or designated Tech OPI.

The Contractor must respond with a technical assessment to assigned SPRs, UCRs and TFRs in accordance with the priorities defined below in Table 4-1, Problem Report Priority.

Table 4-1 – Problem Report Priority

Priority	Definition	Contractor Service Level Agreement from Receipt of SPR, UCR, TFR
1	Any Problem that prevents the accomplishment of an operational or mission essential capability, jeopardize safety, security, or any other requirement designated critical. This can be further defined as any problem that causes or has the potential to cause a failure that results in a complete denial of a capability (robustness and reliability).	24 hours
2	Any problem that causes the loss of or denies the use of a particular function of a capability and there is, at the time, no reasonable work around.	5 working days
3	Any problem that causes the loss of or denies the use of a particular function of a capability and there is a reasonable work around.	10 working days
4	Any problem that results in user/operator inconvenience or annoyance but does not prevent the user/operator from performing any function.	20 working days
5	Any other problems/defects or documentation issue.	20 working days

The Contractor must investigate, perform impact analysis, and make recommendations as a result of SPRs, UCRs and TFRs within the timeline set in the Table 4-1. Once this analysis is complete, the decision to proceed with any remediation activities will be upon the purview of Canada.

4.7 Incident Management Support

The Contractor respond to detected incidents.

The Contractor must provide initial verification and disposition of incidents, as defined under Information Technology Infrastructure Library (ITIL) framework, in accordance with the level of impact defined below in Table 4-2, Incident Impact.

Table 4-2 – Incident Impact

Severity	Definition	Contractor Service Level Agreement from detection or reporting of incidents.
Critical	Any incident detected by the NOC or user that impact the Mission Assurance posture and therefore affects the accomplishment of a mission essential capability, jeopardize safety or operational security.	24 hours
High	Any incident reported by the NOC or users that cannot be mitigated using current capability but that requires resolution.	2 working days
Medium	Any incident reported by the NOC or users that can be mitigated using current capability but that requires resolution.	5 working days
Low	Any incident identified as a part of routine System Health Assessment of in service operational systems.	10 working days
Trivial	Incident with no operational, safety or security impact.	20 working days

The Contractor must verify and propose disposition based on the Service Level Agreement identified in the table 4-2 above.

4.8 Obsolescence Management

The Contractor must implement and maintain an Obsolescence Management Program as a part of Core Engineering Work. The intent is to assist the TA with resolving Land C4ISR System obsolescence issues in a proactive manner. Implementation of remedial action will be Task based work

The Contractor must prepare and submit to the TA or Tech OPI an Obsolescence Report in accordance with CDRL 200.002 in order to identify obsolescence-related issues for all applicable system elements. The Contractor must advise the TA or Tech OPI of potential or actual obsolescence issues with sufficient advance notice to allow DND to make informed decisions regarding their resolution.

4.9 Support TacC2IS support to the IPT

The Contractor must support the TacC2IS Engineering environment found in the Tactical System Integration Laboratory (TSIL) and provide the LTSSC contribution to the Integrated Product

Team (IPT) as a part of Core Engineering Work.

4.9.1 Tactical Systems Integration Laboratory (TSIL) Support Services

The Contractor will provide support services to the TSIL infrastructure to include deployment, monitoring, control, maintenance and repair services. At the core of this capability is the maintenance of the test environments.

4.9.2 TSIL Integrated Product Team (IPT) Support

The Contractor will contribute resources and skills to the TSIL IPT to enable the execution of IPT led integration and test events. The purpose of this capability is the ability to contribute to the planning, execution, analysis and reporting of engineering, integration and test activities tasked to the IPT.

4.9.3 Software Integration and Testing and SoS Testing Support

The Contractor will contribute resources and skills to the TSIL IPT to enable the execution TSIL hosted Software Baseline Integration and Testing as well as support to SoS test events.

5 Task Based Services

The Contractor may be tasked to provide Software Support services in the following areas on an as and when required basis:

- a. Software Engineering for specified software components;
- b. LCAM of specified software system elements;
- c. ILS, including training, related to specific software system elements;
- d. Technical investigations and engineering studies;
- e. Field Support to the software elements of the Land C4ISR System;
- f. Support to Software Baseline Integration and Testing and system-of-systems (SoS) integration and testing.

The process for initiating, authorising and managing the Task-Based Work is described in Section 3.3 of this SOW.

5.1 Software Engineering

The Contractor may be tasked to provide Software Engineering services for any part or parts of the Software Development Life Cycle in relation to specified software elements of the Land C4ISR System, including:

- a. Software Requirements Analysis;
- b. Software Architectural Design;
- c. Software Detailed Design;
- d. Software Construction;
- e. Software Integration;
- f. Software Qualification Testing;
- g. Support to System Integration;
- h. Support to System Qualification Testing;
- i. Software Installation;
- j. Software Acceptance Support; and
- k. Software Operation and Maintenance.

Task-Based Software Engineering work must be performed in accordance with the approved SEMP.

5.1.1 Task Documentation and Data

Each Task will identify the life cycle information items and data to be produced and delivered as a result of performing the tasked system engineering activities.

5.1.2 Technical Reviews and Audits

The Contractor must hold Technical Reviews and Audits to evaluate the outcomes of activities, and services performed of this SOW in accordance the Contractor's SEMP, which may include but is not limited to:

- a. System Requirements Review;
- b. Preliminary Design Review;
- c. Critical Design Review;
- d. Integration Readiness Review;
- e. Test Readiness Review;
- f. Functional Configuration Audit; and
- g. Physical Configuration Audit.

The Contractor must prepare and submit meeting agendas and minutes in accordance with CDRL/DID 100.003 and 100.004 respectively (see Appendix 5).

The Contractor must provide objective evidence, at all Reviews and Audits, that the activity activities under review:

- a. Are complete;
- b. Comply with standards and specifications;
- c. Are under change controls for any changes implemented;
- d. Adhere to the approved schedules and costs;
- e. Are ready for the next activity; and
- f. Are consistent with the requirements of this SOW.

5.2 Life-Cycle Application Management (LCAM) Support

The Contractor may be tasked to provide a variety of services to support LCAM function for specified software elements of the Land C4ISR System, including, but not limited to:

- a. Problem Resolution support;
- b. Incident and Event Resolution support; and
- c. Obsolescence Management support.

5.2.1 Problem Resolution Support

The Contractor may be tasked to perform corrective or adaptive maintenance for specified software system elements of the Land C4ISR System resulting from the analysis performed under Section 4.6, the Problem Resolution activity within the Core Engineering Support Services.

5.2.2 Incident and Event Resolution

The Contractor may be tasked to perform incident and event analysis in order to either resolve the issue or raise a Problem Report leading to problem Resolution in accordance with the standards set in Section 4.7, the Incident Resolution activity within the Core Engineering Support Services.

5.2.3 Obsolescence Management Support

As and when tasked, the Contractor must perform design, construction, test and integration activities for one or more specified software system elements of the Land C4ISR System resulting from the analysis performed under Section 4.8, the Obsolescence Management activity within the Core Engineering Support Services.

5.3 Integrated Logistics Support (ILS)

The Contractor may be tasked to provide support to DND in the provision of ILS, based upon the approved SEMP, for specified software elements of the Land C4ISR System, including, but not limited to:

- a. Training; and
- b. ILS Documentation.

5.3.1 Training

The Contractor may be tasked to provide training and training support services, including but not limited to:

- a. Conduct of training needs analyses;

- b. Preparation, submission and maintenance of training material; and
- c. Conduct of initial cadre training.

5.3.2 ILS Documentation

The Contractor may be tasked to provide ILS documentation services, which may include:

- a. Preparing and updating User Manuals; and
- b. Preparing and updating Technical Data Packages.

5.4 Technical Investigations and Engineering Studies

The Contractor may be tasked to provide technical investigations and engineering studies into any and all aspects of software support for the Land C4ISR System.

5.5 Field Support

5.5.1 General

The Contractor may be tasked to provide fully qualified personnel to travel to locations specified by DND to perform work described in the following sub-sections. Travel and accommodations are the responsibilities of the Contractor or as specified in the tasking. The Contractor shall ensure that the personnel have all they require to complete the assigned task.

5.5.2 Fielding Support

The Contractor may be tasked to provide support for the delivery of new software baselines or system elements, either as part of the larger fielding of a new System Release or as part of normal LCAM activities. Such support may include site acceptance testing, installation of production software at the delivery site(s), delivery of supporting documentation and the training of designated personnel at the delivery site(s).

5.5.3 Field Service Representatives (FSR) and Mentor for Exercises and Operations

Given the complex technological and functional nature of the Land C4ISR System, it is anticipated that FSR and Mentoring services will be required during specific periods in the life of the System. Accordingly, the Contractor may be tasked to provide expert technical assistance at specified locations for particular activities or events of known duration.

The Contractor may be tasked to provide FSR to provide on-site software support services, including but not limited to:

- a. Reporting, diagnosing and developing workarounds for problems with the software elements of the system, encompassing all aspects of the software's functionality, operating manuals, training and usage,

- b. Assisting with on-site configuration of the software;
- c. Assessing the usage of the software and recommending changes to training and standard operating procedures, as warranted;
- d. Assisting with field upgrades, installation, re-installation and modifications of the Software.

When notified of a requirement, the Contractor must dispatch a FSR or Mentor to locations in North America within seven (7) calendar days of receipt of notification and anywhere in the world within 14 calendar days of receipt of notification.

The Contractor must provide fully qualified FSR or Mentor personnel to travel to the location specified by DND in the tasking. Contractor personnel may be deployed into a combat zone. When this location is in an Operational Theatre, the tasking will identify the threat in sufficient detail to allow the Contractor to assess the risk and make the appropriate arrangements at the requisite cost.

Travel and accommodations are the responsibilities of the Contractor or as specified in the tasking. The Contractor shall ensure that the personnel have all the documentation and tools required to complete the assigned task.

5.5.4 Operational Test and Evaluation

The Contractor may be tasked to provide support for operational test and evaluation (OT&E) exercises, including but not limited to:

- a. Field engineering exercises; and
- b. Field validation exercises.

Support for OT&E exercises normally requires engineering and technical support above and beyond that provided by Field Service Representatives. Services may include support to:

- a. Planning, definition, scheduling and coordination of tests;
- b. Conduct and evaluation of tests;
- c. Analysis of test results; and
- d. Preparation of Test Reports.

5.5.5 ITSM-related Support to Episodic Mission Networks

The Contractor may be tasked to provide software systems technical expertise and support to all Information Technology Service Management (ITSM) life cycle activities, including Service Design, Service Transition and Service Operations and network close-out, for the episodic mission networks established for specific exercises or operations.

5.6 Software Integration and Testing and SoS Testing Support

The Contractor may be tasked to contribute specified resources and skills to the TSIL IPT to enable the execution TSIL hosted Software Baseline Integration and Testing as well as support to SoS a surge in test events. This requirement is over and above those performed by the Core Engineering Support Services.

**APPENDIX 1
TO ANNEX A**

TO CONTRACT

W8486-184111

**LAND C4ISR
TRANSITION SOFTWARE
SUPPORT CONTRACT**

GLOSSARY AND ABBREVIATIONS

26 November 2017

Table of Contents

1	Introduction.....	1
2	Glossary	1
3	List of Abbreviations and Acronyms	4

1 Introduction

This document provides a glossary of terms and a list of all abbreviations used in the LTSSC SOW and its associated Appendices.

2 Glossary

Term	Definition
Adaptive Maintenance	As it applies to software: The modification of a software product, performed after delivery, to keep a software product usable in a changed or changing environment (ISO/IEEE 14764). Definition applies to system as well.
C4ISR	Command, Control, Communication, Computers, Intelligence, Surveillance, Reconnaissance. A concept that integrates command, communication and intelligence activities to enhance decision making.
Configuration Item (CI)	A component of a system that is treated as a self-contained unit for the purposes of identification and change control. All configuration items (CIs) are uniquely identified by CI registration codes and version numbers. A CI may be a primitive system building block (e.g. code module) or an aggregate of other CIs (e.g. a sub-system is an aggregate of software units).
Contracting Authority	The Contracting Authority (CA) is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the CA.
Corrective Maintenance	As it applies to software: the reactive modification of a software product performed after delivery to correct discovered problems (ISO/IEEE 14764). Definition applies to system as well.
Data Management (DM)	Engineering Data Management is the administration of documents or data related to engineering applications using computers and electronic storage media
DND 626	The DND 626 tasking authorization is an administrative process which has been negotiated as part of an existing contract to allow “if-as-and-when-requested work” to be performed by the Contractor using the existing terms and conditions of the contract.
Emergency Maintenance	An unscheduled modification performed to temporarily keep a system operational pending corrective maintenance (ISO/IEEE 14764).
Enabling System	A system that compliments a system-of-interest during its life-cycle stages but does

	not necessarily contribute directly to its function during operation (ISO/IEC 15288)
Government Furnished Assets	GFE, GSM, GFV and GFI are collectively known as Government Furnished Assets (GFA)
Government Furnished Equipment	Government Furnished Equipment is equipment provided by the Government for use in carrying out the work of the contract. It includes both commercial hardware and military operations hardware.
Government Furnished Information	Government Furnished Information is information provided by the Government in carrying out the work of the contract. It includes: <ul style="list-style-type: none"> a. Media (CD, DVD, DVD DL, memory stick, dongle, etc), b. Technical documentation and data, c. Commercial Off-The-Shelf (COTS) software and licenses, and d. Military Off-The-Shelf (MOTS) software and licenses.
Government Supplied Material	Government Supplied Material is material supplied by the Government for incorporation into the end product.
Government Furnished Vehicles	Government Furnished Vehicles are vehicles supplied by the Government for use in carrying out the work of the contract
Integrated Product Team (IPT)	Is a multidisciplinary group of people who are collectively responsible for delivering a defined product or process. IPTs are used in complex development programs/projects for review and decision making. The emphasis of the IPT is on involvement of all stakeholders (users, customers, management, developers and contractors) in a collaborative forum.
In-Service Support (ISS)	In-Service Support provides operational value to defence in terms of availability and reliability of the equipment upon missions and training, and of an extension of its useful life and comprises a full array of coordinated services that address the lifecycle of weapon systems. This approach offers a single point of accountability at all points during the service life of a product. As a result, mission effectiveness and readiness are improved while the total cost of ownership is reduced.
Parent platform/vehicle configuration	These are platforms and vehicles that are modified by the Contractor with the installation and modification kits for the system release of interest. These become pre-production models used for field engineering and validation exercises in order to verify the modifications, generate the modification instructions, and develop the bill of materials for production/modification of the CAF vehicle fleets.
Perfective	The modification of a software product after the delivery to detect and correct latent faults in the software product before they are manifested as failures. Note

Maintenance perfective maintenance provides enhancements for users, improvement of program documentation, and recoding to improve performance, maintainability, or other attributes. (ISO/IEC/IEEE 14764:2006)

Definition is applicable to system.

Procurement Authority The Procurement Authority (PA) is responsible for the implementation of tools and processes required for the administration of the Contract.

Record of Decisions (ROD) The formal minutes of a meeting where decision are recorded.

System A combination of interacting elements organized to achieve one or more stated purposes

NOTE 1: A system may be considered as a product or as the services it provides.

NOTE 2: In practice, the interpretation of its meaning is frequently clarified by the use of an associative noun, e.g. radio system. Alternatively the word system may be substituted simply by a context dependent synonym, e.g. radio, though this may then obscure a system principles perspective. (Ref ISO/IEC 15288)

System Element A member of a set of elements what constitutes a system (ISO/IEC 15288)

System Health Index System Health Index (SHI) is an evaluation of the characteristic of a C4ISR system by measuring target items on physical or judgemental metrics. Table below shows a classification of target items used in the determination of SHI. This list of target item can be adapted.

Target items used in SHI

Adequacy	Reserve	Network Bandwidth
		Processing
		Memory
		Storage
	Overload	Communication
		Server Site
		End User
Security	Confidentiality	Communication
		Information
		Insider Threat
	Integrity	System Monitoring (Event, Incident and Problem Management)
		End Point Protection / Intrusion Detection/Prevention System
		Disaster Recovery
	Availability	Reliable Power
		Failover/Failback
		Redundancy (Primary, Alternate, Contingency, Emergency)

System of Systems	A set or arrangement of independent systems that are related or connected to provide a given capability. The loss of any part of the system will degrade the performance or capabilities of the whole (DODAF).
Technical Authority	The Technical Authority (TA) named in the Contract is the DND representative 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 Office of Primary Interest (Tech OPI)	A civilian or military employee of Canada designated by the Technical Authority to manage day-to-day tasking related activities and associated core activities performed in support of a tasking or potential tasking for a given scope of work.
Total System Responsibility	Total System Responsibility (TSR) is the responsibility over the requirements, design and resulting performance of the system.

3 List of Abbreviations and Acronyms

Abbreviation	Term
ANSI/EIA	American National Standards Institute / Electronic Industries Alliance ATE Automated Test Equipment
BLOS	Beyond Line of Sight
C2	Command and Control
C4	Command, Control, Communications and Computing
C4ISR	Command, Control, Communications, Computing, Intelligence, Surveillance and Reconnaissance
CA	Contracting Authority
CCB	Configuration Control Board
CDRL	Contract Data Requirements List
CAF	Canadian Armed Forces
CFQAR	Canadian Forces Quality Assurance Representative
CFSS	Canadian Forces Supply System
CFTO	Canadian Forces Technical Order

CGP	Controlled Goods Program
CI	Configuration Item
CO-CO	Contractor Owned (or supplied) – Contractor Operated
COTS	Commercial Off The Shelf
CITP	Canadian Industrial TEMPEST Program
CM	Configuration Management
CM-DM	Configuration Management – Data Management
CMIS	Configuration Management Information System
CMMI	Capability Maturity Model Integration (Sometimes not defined in SOWs)
CRPA	Contractor Repair Parts Account
CR	Change Request
CSA	Configuration Status Accounting
CSCI	Computer Software Configuration Item
DA	Design Authority
DAR	Design Analysis and Resolution
DCC	Document Control Center
DCG	Document Control Group
DID	Data Item Description
DLCSPM	Directorate, Land Command Systems Program Management
DM	Data Management
DMS	Diminishing Manufacturing Source
DMSMS	Diminishing Manufacturing Sources and Material Shortages
DND	Department of National Defence
DQA	DND Directorate of Quality Assurance

DSL	Data Services Layer
DWAN	Defence Wide Area Network
DWD	Detailed Work Description
E&I	Engineering and Integration
E3	Electromagnetic Environment Effects
EBS	Engineering Breakdown Structure
EC	Engineering Change
EM	Electromagnetic
EMC	Electromagnetic Compatibility
EME	Electromagnetic Environment
EMECE	Electromagnetic Environment Control Engineer
EMI	Electromagnetic Interference
EP	Engineering Plan
ESRI	Environmental Systems Research Institute
FCA	Functional Configuration Audit
FRACAS	Failure Reporting and Corrective Action System
FSR	Field Service Representative
GFA	Government Furnished Assets
GFE	Government Furnished Equipment
GFF	Government Furnished Facility
GFI	Government Furnished Information
GFV	Government Furnished Vehicle
GIDEP	Government-Industry Data Exchange Program
GO-CO	Government Owned (or supplied) – Contractor Operated
GO-GO	Government Owned (or supplied) – Government Operated

GOTS	Government Off The Shelf
GPS	Global Positioning System
GSM	Government Supplied Material
HQ	Headquarters
HW	Hardware
HWCI	Hardware Configuration Item
ICD	Interface Control Document
IEC	International Electro-technical Commission
IEEE	Institute of Electrical and Electronic Engineers
IEM	Integrated Exchange Mechanism
IIE	Integrated Information Exchange
ILS	Integrated Logistics Support
INCOSE	International Council on System Engineering
IPT	Integrated Product Team
ISO	International Organization for Standardization (not an acronym)
ISS	In Service Support
ISTAR	Intelligence, Surveillance Target Acquisition and Reconnaissance
ITAR	International Traffic in Arms Regulations
IV&V	Independent Verification and Validation
ITE	Integrated Test Environment
IWE	Integrated Working Environment
KMS	Knowledge Management System
LAN	Local Area Network
LCAM	Life Cycle Application Manager
LCMM	Life Cycle Material Management
LCSS LE	LCSS Life Extension

MCN	Material Change Notice
MDA	Model Driven Architecture
MND	Minister of National Defence
MOTS	Military Off The Shelf
MPR	Monthly Progress Report
MRP	Mobile Repair Party
NATO	North Atlantic Treaty Organisation
NDHQ	National Defence Headquarters
NDQAR	National Defence Quality Assurance Representative
NSL	Notification Service Layer
NSN	NATO Stock Number
ODB	Operational Database
OEM	Original Equipment Manufacturer
OGD	Other Government Departments
OMG	Object Management Group
OPI	Office of Primary Interest
OT&E	Operational Test & Evaluation
OTS	Off The Shelf
PA	Procurement Authority
PCA	Physical Configuration Audit
PMP	Program (or Project) Management Plan
PRM	Progress Review Meeting
PRR	Priority Repair Request
PSPC	Public Services and Procurement Canada
QA	Quality Assurance

QAP	Quality Assurance Plan
QAM	Quality Management
RFP	Request for Proposal
ROD	Record of Discussion
SBIT	Software Baseline Integration and Testing
SC	Support Contract
SDD	System or Software Design Document
SDE	Software Development Environment
SDP	Software Development Plan
R&O	Repair & Overhaul
RADHAZ	Radiation Hazard
RAMD	Reliability, Availability, Maintainability and Durability
RCIED	Remotely-Controlled Improvised Explosive Device
RM	Requirement Management
RMA	Repairable Materiel Account
RMR	Repairable Materiel Request
RSA	Repair Shop Account
SE	Systems Engineering
SEI	Software Engineering Institute
SEMP	System Engineering Management Plan
SHC	Stock Holding Code
SNAPS	Selection Notice and Priority Summary
SNOM	Selection Notice Observation Message
SOA	Service Oriented Architecture
S OCD	Statement of Capability Deficiency

SoS	System-of-Systems
SoSDE	System-of-Systems Development Environment
SoSITE	System-of-Systems Integration and Test Environment
SOW	Statement of Work
SPR	System Problem Report
SR	System Release
SRCL	Security Requirements Check List
SRS	System Requirement Specification
SW	Software
SWS	Software Support
SWSE	Software Support Environment
TA	Technical Authority
TacC2IS	Tactical Command and Control Information Systems
TacCOMS	Tactical Communications
TacNet	Tactical Networks
TAT	Turnaround Time
TAV	Technical Assistance Visit
TDP	Technical Data Package
TFR	Technical Failure Report
TIES	Technical Investigation and Engineering Support
TSR	Total System Responsibility
UCR	Unsatisfactory Condition Report
UML	Unified Modelling Language
UOR	Urgent Operational Requirement

VDD	Version Description Document
VE3T	Vehicle Electromagnetic Environmental Effects Testing
VIT	Vehicle Installation and Testing
WSM	Weapons Systems Management

APPENDIX 2
TO ANNEX A
TO CONTRACT
W8486-184111

LAND C4ISR
TRANSITION SOFTWARE
SUPPORT CONTRACT

STANDARDS AND REFERENCES

16 October 2017

Table of Contents

1.1	Applicable Documents	2
1.1.1	Applicability	2
1.1.2	Standards, Specifications and Publications.....	2
1.1.3	International and North American Standards	2

1.1 Applicable Documents

1.1.1 Applicability

The following documents support this SOW and must be considered as supplemental information if not specifically identified in the text.

1.1.2 Standards, Specifications and Publications

The following specifications, standards and publications are reference that could be used in performing the contractual work.

1.1.3 International and North American Standards

Reference	Title
1. ISO/IEC/IEEE 12207:2008	Systems and software engineering – Software life cycle processes
2. ISO/IEC/IEEE 15288:2015	Systems engineering — System life cycle processes
3. IEEE Std 15288.1:2014	IEEE Standard for Application of Systems Engineering on Defense Programs
4. IEEE Std 15288.2:2014	IEEE Standard for Technical Reviews and Audits on Defense Programs
5. ISO/IEC15289:2015	Systems and software engineering – Content of systems and software life-cycle process information products (Documentation).
6. ISO/IEC14764:2006	Information Technology – Software life cycle processes – Software Maintenance, 2006
7. ISO 15846:1998	Software life cycle processes – Configuration Management

**APPENDIX 3
TO ANNEX A
TO CONTRACT
W8486-184111**

**LAND C4ISR
TRANSITION SOFTWARE
SUPPORT CONTRACT**

**TACTICAL COMMAND AND CONTROL
INFORMATION SYSTEMS
SYSTEM DESCRIPTION**

16 October 2017

NOTES

1. The TacC2IS components are an integral part of the Land C4ISR System. The high level description of the Land C4ISR System in Annex A provides the SoS context for the system element details contained in this Appendix.¹
2. The list of TacC2IS software components and hardware equipment identified in this Appendix is not exhaustive and remains subject to change at any time at Canada's sole discretion

Levels of Software Support Under the LTSSC

Software System Element	Full Support	System-of-Systems (SoS) Support
Microsoft Windows Operating System	No	Yes
Microsoft Windows Server Operating System	No	Yes
Microsoft Windows Storage Server	No	Yes
VMWare ESXi	No	Yes
Microsoft System Center Configuration Manager	No	Yes
Microsoft Deployment Toolkit	No	Yes
Microsoft Windows Server Update Service	No	Yes
Microsoft System Center Operations Manager	No	Yes
Microsoft System Center Service Manager	No	Yes
Microsoft System Center Orchestrator	No	Yes
Microsoft Active Directory	No	Yes
Land Command Support System Active Directory Administrator Tool	Yes	Yes
Active Directory Operational Database Property Extension (ADOPE)	Yes	Yes

¹ The Full System Breakdown Structure is a CGP product that must be requested separately.

Software System Element	Full Support	System-of-Systems (SoS) Support
Eaton Intelligent Power Management	No	Yes
PuTTY	No	Yes
Microsoft System Center Data Protection Manager	No	Yes
NetMail	No	Yes
CA technologies Spectrum	No	Yes
Solarwinds Engineer' s Toolset	No	Yes
Wireshark	No	Yes
Cisco Configuration Professional	No	Yes
Microsoft SQL Server	No	Yes
Apache ActiveMQ	No	Yes
Microsoft Exchange	No	Yes
Microsoft Outlook	No	Yes
Microsoft Excel	No	Yes
Microsoft Word	No	Yes
Microsoft PowerPoint	No	Yes
Microsoft Visio	No	Yes
Microsoft InfoPath	No	Yes
Microsoft Internet Explorer	No	Yes
Google Chrome	No	Yes
Microsoft Silverlight	No	Yes
Microsoft SharePoint	No	Yes
MediaWiki	No	Yes
Ignite Realtime Openfire	No	Yes
Transverse	No	Yes

Software System Element	Full Support	System-of-Systems (SoS) Support
Cisco Unified Communications Manager	No	Yes
Cisco IP Communicator	No	Yes
McAfee End Point Protection	No	Yes
Apache HTTP Server	No	Yes
SecureView	No	Yes
Land Command Support System Security Settings	Yes	Yes
Microsoft Certificate Authority Policy Settings	Yes	Yes
GEMX Lite	No	Yes
ViaSat In-Line Network Encryptor Manager	No	Yes
ODB2CDB Service	Yes	Yes
CDB2VMF Service	Yes	Yes
VMF2CDB Service	Yes	Yes
CSD2DDF Service	Yes	Yes
CDB2UCES Service	Yes	Yes
UCES2CDB Service	Yes	Yes
Upgrade CDB Gateway Service	Yes	Yes
Upgrade ODB Gateway Service	Yes	Yes
Operational Database	Yes	Yes
Data Service Layer	Yes	Yes
Data Service Layer SOAP Server	Yes	Yes
Notification Service Layer	Yes	Yes
Integrated Exchange Mechanism National	Yes	Yes
InterApplication Communications Service	Yes	Yes
Clip and Ship service	Yes	Yes
Geometry Conversion Service	Yes	Yes
Symbolization Service	Yes	Yes
Battle View	Yes	Yes
CCIRM Battle View Plug-in	Yes	Yes

Software System Element	Full Support	System-of-Systems (SoS) Support
Quick Plan Management BattleView Plug-in	Yes	Yes
CBRN BattleView Plug-in	Yes	Yes
Duty Officer Shift Tool	Yes	Yes
Web COOP Viewer	Yes	Yes
ORBAT Viewer	Yes	Yes
Timeline Browser	Yes	Yes
HQ Report Viewer	Yes	Yes
Collaborative Editor	Yes	Yes
Integrated Exchange Mechanism MIP Common Interface Service	Yes	Yes
Integrated Exchange Mechanism MIP Common Interface GUI	Yes	Yes
NATO Friendly Force Information Service	Yes	Yes
NATO Friendly Force Information Console	Yes	Yes
NVG2ODB Service	Yes	Yes
SPS BattleView Plug-in	Yes	Yes
Integrated Tactical Network Planner	Yes	Yes
Tactical Networking Planner	Yes	Yes
ORBAT Manager	Yes	Yes
C2TS Installer	Yes	Yes
Mission Data Package Creator	Yes	Yes
UnconnectedConfig Tool	Yes	Yes
ODB Tools	Yes	Yes
Indirect Fire Control Computer Software	No	Yes
Gun Display System	No	Yes
Safety Officer Application	No	Yes
Observer Application	No	Yes
Fire Management and Control Application	No	Yes
Troop Sergeant-Major Application	No	Yes
Sensor Message Dispatcher	No	Yes
Fire Support Speak	No	Yes
MOU	No	Yes
Engineer Command and Control Information System	No	Yes

Software System Element	Full Support	System-of-Systems (SoS) Support
Android Operating System	No	Yes
Canadian Database	Yes	Yes
Data Service Layer Access Service	Yes	Yes
Data Service Layer REST Service	Yes	Yes
CDB2CSD Service	Yes	Yes
Variable Message Format Processor	No	Yes
Coordinator Service	Yes	Yes
Data Publisher Service	Yes	Yes
Friendly Force Information Service	Yes	Yes
Friendly Force Information Console	Yes	Yes
Tactical Collaboration Tool Server	Yes	Yes
Tactical Collaboration Tool Client	Yes	Yes
Tactical Battle Management System – Command Post	Yes	Yes
Tactical Battle Management System – Platform	Yes	Yes
Tactical Battle Management System – Lite	Yes	Yes
Platform Dashboard	Yes	Yes
Platform Dashboard Lite	Yes	Yes
Microsoft Hyper-V	No	Yes
mDNS Service Registration Toolkit	No	Yes
Mission Data Package Deployment Manager	Yes	Yes
Sniper Ballistic Calculation Software	No	Yes
Virtual Command and Control Interface	No	Yes
Distributed Interactive Simulation Router	No	Yes
OGC Map Server	No	Yes
Course of Action [Simulation] Application	No	Yes
[Simulated] 4609 Video service	No	Yes
Virtual Battlespace 3	No	Yes
VBS to Fusion Interface	No	Yes
VBS2FirseforVBS3	No	Yes
Civilian Activity Modeling for eXercises and eXperiments (CAMIX)	No	Yes

Software System Element	Full Support	System-of-Systems (SoS) Support
Advanced Battlefield Computer Simulation (ABACUS)	No	Yes
Joint Conflict and Tactical Simulation System (JCATS)	No	Yes
Joint Semi-Automated Forces (JSAF)	No	Yes
Start State Service	No	Yes
Aramis	No	Yes
DAF2SHP Service	No	Yes

**APPENDIX 4
TO ANNEX A**

**TO CONTRACT
W8486-184111**

**LAND C4ISR SYSTEM
TRANSITION SOFTWARE
SUPPORT CONTRACT
(LTSSC)**

**LOGISTICS
STATEMENT OF WORK**

16 October 2017

1.0 GENERAL INTRODUCTION

The LTSSC Logistic Statement of Work (LOG SOW) is intended to address the logistics aspect of the contract, specifically in the area of government-furnished equipment (GFE) and government-furnished information (GFI).

2.0 SUPPLY SUPPORT/SUSTAINMENT SUPPORT

Refer to Section 8.0 of A-LM-184-001/JS-001 for further explanation and detail.

2.1 LOAN OF GOVERNMENT FURNISHED INFORMATION/ GOVERNMENT FURNISHED EQUIPMENT (GFI/GFE)

Refer to Section 8.4.1 of A-LM-184-001/JS-001 for further explanation and detail.

2.2 STOCKTAKING

Refer to Section 8.5 of A-LM-184-001/JS-001 for further explanation and detail.

2.3 LOSS OR DAMAGE TO DND MATERIEL

Refer to section 8.8 of A-LM-184-001/JS-001 for further explanation and detail.

2.4 TRANSPORTATION/SHIPMENT IDENTIFICATION/MODE OF SHIPMENT/LOSS OR DAMAGE IN TRANSIT/ GENERAL CLAIMS PROCEDURES

Refer to Chapter 8.12 of A-LM-184-001/JS-001 for more information.

3.0 CONTRACTOR USE OF DND EQUIPMENT / PUBLICATIONS

Refer to Chapter 10.0 of A-LM-184-001/JS-001 for more information.

4.0 PUBLICATIONS

Refer to Chapter 11 of A-LM-184-001/JS-001 for more information.

**APPENDIX 5
TO ANNEX A**

**TO CONTRACT
W8486-184111**

**LAND C4ISR SYSTEM
TRANSITION SOFTWARE
SUPPORT CONTRACT
(LTSSC)**

**CONTRACT DATA REQUIREMENTS LIST
AND
DATA ITEM DESCRIPTIONS**

16 OCTOBER 2017

TABLE OF CONTENTS

1	Scope.....	1
1.1	Introduction.....	1
2	CDRL Items	1
2.1	CDRL FORMAT	1
2.2	List of CDRL Items	5
3	DIDs	5
3.1	DID Format	5
3.2	List of DIDs	7
4	Detailed CDRL	8
5	Detailed DIDs	17

1 Scope

This document identifies the requirements for each data item required by DND and provides an explanation of the forms used to define those requirements.

The main body of the document provides explanations of both the CDRL and DID forms and provides general submission instructions.

1.1 Introduction

Each data item is specified in two parts: an entry in the Contract Data Requirements List (CDRL) and a Data Item Description (DID).

The specific requirements detailed in each CDRL item, and its associated DID, are contractual requirements.

Because the CDRL and DIDs have been prepared using standard forms, some blocks on the form are not applicable to this contract or not included.

Additional data requirements pertinent to a specific task may be called up in the tasking and the requirements for that data stated in the tasking SOW, including CDRL information and DID information.

2 CDRL Items

The following section provides a description of each of the fields of the CDRL. Each CDRL item contains the following information:

- a. Identification of the CDRL item and reference to the SOW;
- b. Responsible office in DND;
- c. Location for submission and acceptance of data by DND;
- d. Review Cycle for submission(s);
- e. Identification of addressees and number of copies; and
- f. DND preparation and acceptance block.

2.1 CDRL FORMAT

- a) Block 1

ITEM NUMBER - A six-digit number uniquely identifying the Data Item.

- b) Block 2

TITLE OR DESCRIPTION OF DATA - The title of the Data Item.

- c) Block 3

SUBTITLE - A subtitle may be used if the title requires further identification.

d) Block 4

DATA ITEM NUMBER - The number used to identify the associated Data Item Description(s).

e) Block 5

CONTRACT REFERENCE - The specific paragraph number of the Contract Demand, Statement of Work, Request for Proposal, Specification, or other applicable document, which will assist in identifying the effort associated with the data item.

f) Block 6

TECHNICAL OFFICE - The technical office of primary interest. This is the technical authority responsible for ensuring the adequacy of the data.

g) Block 7

INSPECTION AND ACCEPTANCE METHOD - This block indicates the requirement for inspection and acceptance of the data. Contains the appropriate code, if applicable:

<u>Code</u>	<u>Inspection</u>	<u>Acceptance</u>
SS	Source	Source
DD	Destination	Destination
SD	Source	Destination
DS	Destination	Source

h) Block 8

APPROVAL CODE - Data requiring approval are identified by placing an “A” in this field. When a preliminary draft is required, Block 16 shall show length of time for Canada approval or disapproval and when the final document is to be delivered. Block 16 will also indicate the extent of the approval requirements, i.e., approval of technical content and format. If advanced approval is not required, this block states N/A.

Approval or Acceptance of CDRLs and Reviews by Canada means that the Contractual requirement for the particular deliverable has been fully satisfied. Approval of any deliverable does not relieve the Contractor of its responsibility to meet all of the other requirements of the Contract. However approval of “Test Description and Procedures” indicates that if the item to be tested successfully passes the test defined with the procedure and test equipment indicated then the item has achieved its Qualification baseline.

i) Block 9

INPUT FROM INTEGRATING ASSOCIATE CONTRACTOR – If data is the integrated results of specific inputs from associated contractors, an “X” is placed in this block. In all other cases, this block is blank.

j) Block 10

FREQUENCY - This block indicates the frequency of delivery of the data, using the appropriate frequency code from the following:

ANNLY	Annually
ASGEN	As generated
ASREQ	As required
BI-MO	Each 2 months
BI-WE	Each 2 weeks
DAILY	Daily
DFDEL	Deferred delivery
DFREQ	Deferred requisitioning
MNTHY	Monthly
ONE/R	One time with revisions
OTIME	One time
QRTLY	Quarterly
R/ASR	Revision as required
SEMIA	Every six months
WKLY	Weekly

k) Block 11

‘AS OF’ DATE - If the data are submitted only once on a date that may be specified, this block contains the “as of” date as follows: day/month/year (e.g., “14 June 97”). If submission is associated with a specific event or milestone, this constraint is stated. If there is insufficient space in Block 11, this block states “See Block 16” and Block 16 will state “11. [followed by description of the driving event]” (e.g. “11. 15 days before SDR”). If an “as of” date, or specified delivery constraint is not applicable, this block is left blank.

l) Block 12

DATE OF FIRST SUBMISSION - If the initial submission date may be specified, entered as follows: day/month/year (e.g. “14 June 07”). If submission is associated with a specific event or milestone, this constraint is stated using one of the following:

ATBID	At bid time
ASGEN	As generated
ASREQ	As required
DACA/MACA	Days/Months after Contract Award (Note that in this contract,

	Contract Award means the date when the contractor has been tasked to provide the data item.)
DFDEL	Deferred delivery
DFREQ	Deferred requisitioning
EOC	End of contract
EOM	End of Month
EOQ	End of quarter
nDPCC	number of Days Prior to Course Commencement
nDACC	number of Days After Course Completion

If there is insufficient space in Block 12 to enter the full text, this block will state “See Block 16” and Block 16 will state “12. [followed by the constraint]” (e.g. “12. 60 days after test”).

m) Block 13

DATE OF SUBSEQUENT SUBMISSION/EVENT - If data are submitted more than once, the date(s) of subsequent submission(s) are stated. If submission is constrained by a specific event or milestone, this constraint is stated (e.g., “15 days after EOQ”).

Abbreviation after the identification of a re-submission will have the following meaning:

Pg: only change page(s) need be re-submitted along with a sign-off sheet.

Add: only addendum supplement need be re-submitted along with a sign-off sheet.

Rv: complete re-submission shall be required.

n) Block 14

DISTRIBUTION Indicates the addressees and the respective distribution, for both the initial submission (Sub-Block “Initial”), and for the final submission (Sub-Block “Final”), for which the data item is required. Initial submission requirements are only identified if a Review Cycle is detailed in Block 16.

o) Block 15

This block is not applicable.

p) Block 16

REMARKS - This block is used to provide additional or clarifying information for Block 1 through 15. This block is also used to tailor the documents listed in Block 4. Tailoring may be accomplished by stating the deletions (e.g., “delete paragraph 10.4”) or by stating which requirements apply (e.g. “only paragraph 10.4 and 10.5 apply”), whichever is the more efficient. Block 16 may also be used to specify “Contractor format is

acceptable”, or to indicate the desired medium for delivery of data.

q) Blocks 17 – 20

These blocks are not applicable.

2.2 List of CDRL Items

The following list identifies the CDRL Items:

Table 1 - List of CDRL Entries

CDRL Number	DID Number	Title
100.001	100.001	Program Management Plan (PMP)
100.002	100.002	Monthly Progress Report (MPR)
100.003	100.003	Meeting Agenda
100.004	100.004	Meeting Minutes
100.005	100.005	Canada Owned Resources Management Report
100.006	100.006	Task Closure Report
200.001	200.001	Systems Engineering Management Plan (SEMP)
200.002	200.002	Obsolescence Report
400.002	400.002	Quality Assurance Plan

3 DIDs

3.1 DID Format

The DID associated with the CDRL item details the content and the format to be included in the submission of the data.

A description of each block of information follows:

a) Block 1 - Title

This is the title of the DID and usually corresponds to the associated CDRL item title, except where a DID is reference by more than one CDRL item.

b) Block 2 - Identification Number

This is the number assigned by the Office of Primary Interest (OPI) to the DID and identifies the area of activity to which the DID is applied. These areas include Project Management (100 series), Systems Engineering (200 series), Integrated Logistics Support (300 series), and Configuration Management – Document Management and QA (400 series).

c) Block 3 - Description

This provides general information on how the data detailed in the DID is to be used.

d) Block 4 - Approval Date

This is the date that the OPI has approved the content of the DID.

e) Block 5 - Office of Primary Interest

This identifies the DND responsibility centre for review, acceptance and approval of the DID.

f) Block 6 – GIDEP Applicable

The GIDEP Applicable block will contain an X when copies of the data are required to be submitted by the contractor to the Government/Industry Data Exchange Program. Otherwise it will be blank.

g) Block 7 - Application /Interrelationship

This block identifies the scope of the DID and where the DID requirement is defined (i.e.) the applicable portion of the Contract.

h) Block 8 - Originator

This identifies the originator of the DID on behalf of the OPI in Block 5.

i) Block 9 - Applicable Forms

This identifies a published form or template to be used in the completion of the DID if applicable.

j) Block 10 - Preparation Instructions

This provides the preparation details for the format and for the content in the completion of the DID. This item forms the contractual requirement for the Contractor.

3.2 List of DIDs

The following table is a list of DIDs sorted by DID number. The actual DIDs are attached as Appendix B of this volume.

Table 2 - List of Data Item Descriptions

DID #	TITLE
100.001	Program Management Plan (PMP)
100.002	Monthly Progress Report (MPR)
100.003	Meeting Agenda
100.004	Meeting Minutes
100.005	Canada Owned Resources Management Report
100.006	Task Closure Report
200.001	Systems Engineering Management Plan (SEMP)
200.002	Obsolescence Management
400.002	Quality Assurance Plan

4 Detailed CDRL

CONTRACT DATA REQUIREMENTS LIST (1 DATA ITEM)					
A. SYSTEM / ITEM Land C4ISR Software			B. CONTRACT / RFP NUMBER W8486-184111		
C. SOW IDENTIFIER		D. DATA CATEGORY Management Data		E. CONTRACTOR	
1. ITEM NUMBER 100.001		2. TITLE OR DESCRIPTION OF DATA Program Management Plan (PMP)		3. SUBTITLE	
4. AUTHORITY (DID Number) 100.001		5. CONTRACT REFERENCE		6. REQUIRING OFFICE DLCSPM	
7. INSPECTION DD	9. INPUT	10. FREQUENCY ONE/R	12. DATE OF 1st SUBMISSION ATBID See Block 16	14. DISTRIBUTION and ADDRESSEES	
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION / EVENT See Block 16	a. ADDRESS	b. COPIES
16. REMARKS Block 12. The initial PMP shall be the PMP delivered with the Contractor's proposal. Block 13. Canada may provide comments on the PMP for update. The contractor shall update the PMP within 10 working days after receipt of comments. Further updates (to reflect changes to the project) shall be reviewed at a PRM; such proposed updates shall be provided to Canada at least 10 working days before the PRM where they will be reviewed. Canada may at its sole discretion accept, reject or direct changes to the PMP.			INITIAL		FINAL
			Soft Copy		Soft Copy
			PSPC		1
			DLCSPM		1
PREPARED BY		DATE	APPROVED BY		
17. CONTRACT FILE / DOCUMENT NUMBER		18. ESTIMATED NO OF PAGES	19. ESTIMATED PRICE	15. TOTAL	2

CONTRACT DATA REQUIREMENTS LIST (1 DATA ITEM)					
A. SYSTEM / ITEM Land C4ISR Software			B. CONTRACT / RFP NUMBER W8486-184111		
C. SOW IDENTIFIER		D. DATA CATEGORY Management Data		E. CONTRACTOR	
1. ITEM NUMBER 100.002		2. TITLE OR DESCRIPTION OF DATA Monthly Progress Report (MPR)		3. SUBTITLE	
4. AUTHORITY (DID Number) 100.002		5. CONTRACT REFERENCE		6. REQUIRING OFFICE DLCSPM	
7. INSPECTION N/A	9. INPUT	10. FREQUENCY MNTHLY	12. DATE OF 1st SUBMISSION See Block 16	14. DISTRIBUTION and ADDRESSEES	
8. APP CODE N/A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION / EVENT	a. ADDRESS	b. COPIES
				INITIAL	FINAL
				Soft Copy	Soft Copy
16. REMARKS Block 12: The Progress Report shall be delivered no later than seven calendar days after the end of each calendar month. Remarks: All Progress Reports shall cover the period from the last report up to the end of the month being reported.				PSPC	1
				DLCSPM	1
PREPARED BY		DATE	APPROVED BY		
17. CONTRACT FILE / DOCUMENT NUMBER		18. ESTIMATED NO OF PAGES	19. ESTIMATED PRICE	15. TOTAL	2

CONTRACT DATA REQUIREMENTS LIST (1 DATA ITEM)						
A. SYSTEM / ITEM Land C4ISR Software			B. CONTRACT / RFP NUMBER W8486-184111			
C. SOW IDENTIFIER		D. DATA CATEGORY Management Data		E. CONTRACTOR		
1. ITEM NUMBER 100.003		2. TITLE OR DESCRIPTION OF DATA Meeting Agenda		3. SUBTITLE		
4. AUTHORITY (DID Number) 100.003		5. CONTRACT REFERENCE		6. REQUIRING OFFICE DLCSPM		
7. INSPECTION DD	9. INPUT	10. FREQUENCY ASREQ	12. DATE OF 1st SUBMISSION See Block 16	14. DISTRIBUTION and ADDRESSEES		
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION / EVENT	a. ADDRESS	b. COPIES	
				INITIAL	FINAL	
				Soft Copy	Soft Copy	
16. REMARKS Block 10. Dates/frequency for meetings will be specified in the tasking. Block 12. The Meeting Agenda shall be submitted for review no later than five working days prior to each meeting. Comments on the Meeting Agenda, including additions or deletions of discussion items, will be provided by Canada within three working days of receipt. Block 13. The revised Meeting Agenda addressing Canada's comments shall be submitted for acceptance within three working days of receipt of comments. Block 14. Only PRM Agenda				PSPC	1	1
				DLCSPM	1	1
PREPARED BY		DATE	APPROVED BY			
17. CONTRACT FILE / DOCUMENT NUMBER		18. ESTIMATED NO OF PAGES	19. ESTIMATED PRICE	15. TOTAL	2	
					2	

CONTRACT DATA REQUIREMENTS LIST (1 DATA ITEM)					
A. SYSTEM / ITEM Land C4ISR Software			B. CONTRACT / RFP NUMBER W8486-184111		
C. SOW IDENTIFIER		D. DATA CATEGORY Management Data		E. CONTRACTOR	
1. ITEM NUMBER 100.004		2. TITLE OR DESCRIPTION OF DATA Meeting Minutes		3. SUBTITLE	
4. AUTHORITY (DID Number) 100.004		5. CONTRACT REFERENCE		6. REQUIRING OFFICE DLCSPM	
7. INSPECTION DD	9. INPUT	10. FREQUENCY ASREQ	12. DATE OF 1st SUBMISSION See Block 16	14. DISTRIBUTION and ADDRESSEES	
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION / EVENT	a. ADDRESS	b. COPIES
				INITIAL	FINAL
				Soft Copy	Soft Copy
16. REMARKS Block 10. Dates/frequency of meetings will be specified in the tasking. Block 12. Minutes of the meetings shall be submitted for review within five working days following each meeting. Comments on the Meeting Minutes will be provided by Canada within three working days of receipt. Block 13. Revised meeting minutes addressing Canada's comments shall be submitted for approval within two working days of receipt of comments. Block 14. Only PRM minutes.					
			PSPC	1	1
			DLCSPM	1	1
PREPARED BY		DATE	APPROVED BY		
17. CONTRACT FILE / DOCUMENT NUMBER		18. ESTIMATED NO OF PAGES	19. ESTIMATED PRICE	15. TOTAL	2
					2

CONTRACT DATA REQUIREMENTS LIST (1 DATA ITEM)						
A. SYSTEM / ITEM Land C4ISR Software				B. CONTRACT / RFP NUMBER W8486-184111		
C. SOW IDENTIFIER		D. DATA CATEGORY Management Data		E. CONTRACTOR		
1. ITEM NUMBER 100.005		2. TITLE OR DESCRIPTION OF DATA Canada Owned Resources Management Report		3. SUBTITLE		
4. AUTHORITY (DID Number) 100.005		5. CONTRACT REFERENCE		6. REQUIRING OFFICE DLCSPM		
7. INSPECTION DD	9. INPUT	10. FREQUENCY ASREQ	12. DATE OF 1st SUBMISSION 1 MACA	14. DISTRIBUTION and ADDRESSEES		
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION / EVENT EOM Rv	a. ADDRESS	b. COPIES	
					INITIAL	FINAL
					Soft Copy	Soft Copy
16. REMARKS Block 8: The Contractor's format is subject to approval by Canada. The contractor shall submit the format to Canada for approval 15 working days before the first report is due. Canada may provide direction on the format for incorporation by the contractor. Changes to the format shall apply to all deliveries at least 15 working days after Canada provides such direction.				DLCSPM		1
PREPARED BY		DATE	APPROVED BY			
17. CONTRACT FILE / DOCUMENT NUMBER		18. ESTIMATED NO OF PAGES	19. ESTIMATED PRICE	15. TOTAL		1

CONTRACT DATA REQUIREMENTS LIST (1 DATA ITEM)						
A. SYSTEM / ITEM Land C4ISR Software				B. CONTRACT / RFP NUMBER W8486-184111		
C. SOW IDENTIFIER		D. DATA CATEGORY Management Data		E. CONTRACTOR		
1. ITEM NUMBER 100.006		2. TITLE OR DESCRIPTION OF DATA Task Closure Report		3. SUBTITLE		
4. AUTHORITY (DID Number) 100.006		5. CONTRACT REFERENCE		6. REQUIRING OFFICE DLCSPM		
7. INSPECTION DD	9. INPUT	10. FREQUENCY ONE/R	12. DATE OF 1st SUBMISSION ASREQ See Block 16	14. DISTRIBUTION and ADDRESSEES		
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION / EVENT	a. ADDRESS	b. COPIES	
16. REMARKS Block 12. The initial report shall be delivered at task closure unless otherwise specified in the tasking. Canada's comments will be provided within five working days of receipt of the initial report. Block 13. The Contractor shall update the report within 10 working days of receipt of comments.				INITIAL	FINAL	
				Soft Copy	Soft Copy	
				DLCSPM	1	1
PREPARED BY		DATE	APPROVED BY			
17. CONTRACT FILE / DOCUMENT NUMBER		18. ESTIMATED NO OF PAGES	19. ESTIMATED PRICE	15. TOTAL		
				1	1	

CONTRACT DATA REQUIREMENTS LIST (1 DATA ITEM)					
A. SYSTEM / ITEM Land C4ISR Software			B. CONTRACT / RFP NUMBER W8486-184111		
C. SOW IDENTIFIER		D. DATA CATEGORY Engineering Management Data		E. CONTRACTOR	
1. ITEM NUMBER 200.001		2. TITLE OR DESCRIPTION OF DATA Systems Engineering Management Plan (SEMP)		3. SUBTITLE	
4. AUTHORITY (DID Number) 200.001		5. CONTRACT REFERENCE		6. REQUIRING OFFICE DLCSPM	
7. INSPECTION DD	9. INPUT	10. FREQUENCY ONE/R	12. DATE OF 1st SUBMISSION ATBID See Block 16	14. DISTRIBUTION and ADDRESSEES	
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION / EVENT See Block 16	a. ADDRESS	b. COPIES
16. REMARKS Block 12. The initial SEMP shall be the SEMP delivered with the Contractor's proposal. Block 13. The contractor shall update the SEMP within 10 working days after receipt of comments. Further updates (to reflect changes to the project) shall be reviewed at a PRM; such proposed updates shall be provided to DND at least 10 working days before the PRM where they will be reviewed.				INITIAL	FINAL
				Soft Copy	Soft Copy
				DLCSPM	1
PREPARED BY		DATE	APPROVED BY		
17. CONTRACT FILE / DOCUMENT NUMBER		18. ESTIMATED NO OF PAGES	19. ESTIMATED PRICE	15. TOTAL	1

CONTRACT DATA REQUIREMENTS LIST (1 DATA ITEM)					
A. SYSTEM / ITEM Land C4ISR Software			B. CONTRACT / RFP NUMBER W8486-184111		
C. SOW IDENTIFIER		D. DATA CATEGORY Engineering Management Data		E. CONTRACTOR	
1. ITEM NUMBER 200.002		2. TITLE OR DESCRIPTION OF DATA Obsolescence Report		3. SUBTITLE	
4. AUTHORITY (DID Number) 200.002		5. CONTRACT REFERENCE		6. REQUIRING OFFICE DLCSPM	
7. INSPECTION N/A	9. INPUT	10. FREQUENCY ASREQ	12. DATE OF 1st SUBMISSION	14. DISTRIBUTION and ADDRESSEES	
8. APP CODE A See Block 16		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION / EVENT	a. ADDRESS	b. COPIES
				INITIAL	FINAL
				Soft Copy	Soft Copy
16. REMARKS Block 8: Canada requires to approve the format. The contractor shall submit the format to Canada for approval 10 days after being tasked. Canada will review and provide comments within 3 days.				DLCSPM	1
PREPARED BY		DATE	APPROVED BY		
17. CONTRACT FILE / DOCUMENT NUMBER		18. ESTIMATED NO OF PAGES	19. ESTIMATED PRICE	15. TOTAL	0 1

CONTRACT DATA REQUIREMENTS LIST (1 DATA ITEM)						
A. SYSTEM / ITEM Land C4ISR Software			B. CONTRACT / RFP NUMBER W8486-184111			
C. SOW IDENTIFIER		D. DATA CATEGORY Management Data		E. CONTRACTOR		
1. ITEM NUMBER 400.002		2. TITLE OR DESCRIPTION OF DATA Quality Assurance Plan (QAP)		3. SUBTITLE		
4. AUTHORITY (DID Number) 400.002		5. CONTRACT REFERENCE		6. REQUIRING OFFICE DLCSPM		
7. INSPECTION DD	9. INPUT	10. FREQUENCY ONE/R	12. DATE OF 1st SUBMISSION ATBID See Block 16	14. DISTRIBUTION and ADDRESSEES		
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION / EVENT See Block 16	a. ADDRESS	b. COPIES	
16. REMARKS Block 12. The initial QAP shall be the QAP delivered with the Contractor's proposal. DND's comments on the QAP will be provided with any tasking for update. Block 13. The contractor shall update the QAP within 10 working days after receipt of comments. Further updates (to reflect changes to the project) shall be reviewed at a PRM; such proposed updates shall be provided to DND at least 10 working days before the PRM where they will be reviewed.				INITIAL	FINAL	
				Soft Copy	Soft Copy	
				PSPC		1
				DLCSPM		1
PREPARED BY		DATE	APPROVED BY			
17. CONTRACT FILE / DOCUMENT NUMBER		18. ESTIMATED NO OF PAGES	19. ESTIMATED PRICE	15. TOTAL	0 2	

5 Detailed DIDs

DATA ITEM DESCRIPTION		
1. TITLE	2. IDENTIFICATION NUMBER	
Program Management Plan (PMP)	100.001	
3. DESCRIPTION		
<p>The PMP describes how the contractor will structure his organization, and implement and employ the integrated project management practices, processes, procedures and tools required to successfully manage the Land C4ISR Transition Software Support Contract and meet contractual obligations.</p>		
4. APPROVAL DATE	5. OFFICE OF PRIMARY INTEREST	6. GIDEP APPLICABLE
	DLCSPM	
7. APPLICATION / INTERRELATIONSHIP		
<p>7.1 The PMP is the highest level plan for the project. All other plans are subordinate to the PMP.</p> <p>7.2 The plan has interrelationships with the following project documents/plans.</p> <ul style="list-style-type: none"> a. System Engineering Management Plan. b. Quality Assurance Plan. 		
8. ORIGINATOR	9. APPLICABLE FORMS	
10. PREPARATION INSTRUCTIONS		
<p>10.1 Format.</p> <p>The Contractor's own format is acceptable.</p> <p>10.2 General</p> <p>The plan shall be an all-encompassing plan for the project. Where further detail for a section of the PMP is covered by a subordinate plan, the PMP will present an overview in the PMP section of the material specified in these preparation instructions and reference the subordinate plan.</p> <p>10.3 Content</p> <p>The plan shall include the following information:</p> <ul style="list-style-type: none"> a. Introduction. Introduces the plan including scope, purpose, and maintenance of the plan. b. Applicable Documents. Identifies all documents applicable to this plan including, as a minimum, other CDRL items, MIL-STDs, CFTO's, etc, including identifier, title, version number and date of issue. c. Approach. Presents an overview of the project management organization, methodology and processes that integrates project planning, directing, monitoring and reporting. As a minimum, this plan shall contain the following: <ul style="list-style-type: none"> (1) Organization breakdown structure and interfaces; 		

- (2) Establishment and maintenance of program management monitoring and control;
- (3) Establishment and maintenance of task management control;
- (4) Establishment and maintenance of risk management control;
- (5) Establishment and maintenance of a quality management system;
- (6) Establishment and maintenance of Canada owned resource (including controlled goods) management control;
- (7) Establishment of a resource and facilities mobilization plan;
- (8) Establishment and maintenance of security management control;
- (9) Establishment and maintenance of system & software engineering management control;
- (10) Establishment and maintenance of configuration management control;
- (11) Establishment and maintenance of data management control; and
- (12) Establishment and maintenance of quality assurance control.

10.4 Organizational Breakdown Structure (OBS) and Interfaces.

The PMP shall provide a hierarchical diagram of the Contractor Land C4ISR Software Support program organization to the cost account manager level. As a minimum the OBS must be decomposed to the Land C4ISR Software Support core service and task managers.

For each position, the PMP shall identify the function of the incumbent/proposed person. Additionally, a description of the responsibilities, authority and reporting lines of the Land C4ISR Software support key management staff. Where a subcontractor is an integral part of the project team, the Subcontractor's organization and project manager responsible for the work, shall be identified for each subcontractor.

The PMP shall describe the Contractor's approach, processes and procedures to interface with Canada and the Contractor's Subcontractors.

The PMP shall describe the Contractor's contractual arrangement with any other companies involved in the contract e.g. teaming arrangement, joint venture etc and how those arrangements affect the organisation and management of the contract.

10.5 Program Management Monitoring & Control

10.5.1 General

This subsection refers to the description of the organization, management and procedures of the Contractor's Management Control System (MCS) that the contractor has, or will have, in place to manage the Contract, in accordance with this DID.

The Contractor shall describe how their Management Control System (MCS) is used to coordinate and integrate project data and information that relates to the planned performance of the work, the actual performance and the variances. The Contractor shall explain how it spans issues of schedule, cost and

performance and defines the vehicle, which will allow Canada visibility into approved LAND C4ISR Software Support information.

The MCS description shall incorporate the following:

- a. A narrative description of the management policies, processes and procedures used for project planning and control including organization, planning and budgeting, scheduling, cost accumulation, human resource management, baseline control, statusing of progress, variance analysis and reporting, and
- b. A narrative description describing how the progress report data is developed, statused, analyzed, updated, and approved for release including any associated selection criteria.

10.5.2 Subcontractor Flow-Down.

This subsection describes the Contractor's plans for flow down of MCS reporting requirements to subcontractors, including the process for analyzing and incorporating subcontractor problem and risk management data.

10.5.3 Project Management Problem Reporting and Resolution.

This subsection shall describe the tools, processes and procedures proposed to identify, record, analyze and resolve problems both internal and external to the Contractor's project office. The proposed level of access to be provided to Canada, including entry of new problems or resolution to existing problems, shall be addressed.

The interface and interaction with the risk management processes, as defined hereunder shall be described.

10.5.4 Directing, Monitoring, Controlling and Reporting.

This section shall discuss the Contractor's proposed approach for external and internal reviews. As a minimum, the following topics shall be addressed:

- a. Formal progress reporting;
- b. Progress review meetings. Specifically describe the form and conduct of the regularly scheduled Project Progress Review Meetings, identifying the responsibilities of the various participants; and
- c. Internal Contractor project management reviews including processes and feedback mechanisms within the Contractor organization and samples provided (format and content) of the agenda and minutes for each type of internal project management review meeting.

10.6 Task Management

This subsection shall present the Contractor's processes and procedures to support the initiation, planning, estimating, executing, controlling, reviewing, evaluating and closing & delivering LAND C4ISR Software support tasks in accordance with Canada's DND 626 task authorization procedure.

The Contractor's task authorization procedures shall be described for work authorization within the Contractor's organization and for subcontracted work.

10.7 Risk Management Control

This subsection shall: define the procedures and methods to be used in identifying, analyzing and evaluating extraordinary risk, describe the processes to be used in the early prediction of potential problem areas, and describe the procedures and assigned responsibilities for risk mitigation and problem resolution.

Risks may be controllable or uncontrollable within the project work; however, it is essential that all extraordinary risks, whether controllable or uncontrollable, be identified and tracked. Controllable risks must be managed. Contingency Plans must be made for dealing with uncontrollable risk.

10.8 Quality Management

This subsection shall explain how the quality aspects of programs, products and services are managed in the Contractor's organization and shall include the following:

- a. A definition of the organizational quality management policies and procedures;
- b. A definition of the organizational quality goals and objectives;
- c. A definition of the accountability and authority for quality management;
- d. Identification of how the status of customer satisfaction is monitored; and
- e. Identification of the action taken when quality goals are not achieved.

10.9 Canada Owned Resource Management

This subsection shall identify the procedures and methods employed by the Contractor to accept, track and manage internally and through their subcontractors, Government property made available to the Contractor by Canada for use on the LAND C4ISR Software Support Contract.

The description shall explain how the controlled goods aspect of the program will be managed and shall include the following:

- a. Identification of how the Contractor will ensure that all staff, including that of any Subcontractor, is qualified to carry out the work in compliance with all applicable international and federal controlled goods laws and regulations;
- b. Identification of how the Contractor will ensure that all Work, including the Work of any Subcontractor, is performed in compliance with all applicable international, and federal controlled goods laws and regulations; and
- c. Describe how the Contractor acquires and maintains software licenses of Land C4ISR system elements.

10.10 Activation Plan

This subsection shall describe the Activation Plan in order to ensure the timely execution of work at contract award.

10.11 Security Management

This subsection shall define the procedures and methods employed by the Contractor to manage the security aspects of the contract including:

- a. Gaining necessary security clearance for new employees;
- b. Physical security of the facilities under Contractor management; and
- c. Electronic security of data, computers and networked resources.

10.12 Overview of Subordinate Plans

This section shall provide an overview of the plans identified hereunder. The overview shall highlight the major aspects of the plans and explain their interrelationships and dependencies with each other and this Project Management Plan.

Subordinate Plans include:

- a. System Engineering Management Plan;
- b. Quality Assurance Plan

10.13 Performance Management

The Contractor shall describe the proposed Performance Measures and the associated Measurement and Analysis process that will be used in the conduct of the Work of the SOW.

The metrics to be measured and the process for analysis should be chosen with a view to process and performance improvement in both the short and long term.

DATA ITEM DESCRIPTION		
1. TITLE	2. IDENTIFICATION NUMBER	
Monthly Progress Report	100.002	
3. DESCRIPTION		
<p>The purpose of the report is to:</p> <ul style="list-style-type: none"> a. Monitor overall Software Support contract performance and task activities; b. Provide the customer (Contract Authority (CA), Procurement Authority (PA), and Technical Authority (TA)) with the information necessary to evaluate the progress of the activities; and c. Communicate to the customer any contract or task related concerns and risks identified by the Contractor that might affect either meeting the contract requirements or the performance and system integrity of the Land C4ISR System. 		
4. APPROVAL DATE	5. OFFICE OF PRIMARY INTEREST	6. GIDEP APPLICABLE
	DLCSPM	N/A
7. APPLICATION / INTERRELATIONSHIP		
8. ORIGINATOR	9. APPLICABLE FORMS	
10. PREPARATION INSTRUCTIONS		
<p>10.1 Format</p> <p>The Contractor's own format is acceptable.</p> <p>10.2 Content</p> <p>Monthly Progress Reports shall include the following information:</p> <p>An executive summary that describes significant elements of the report.</p> <p>Progress Status. An update of progress status for Management Services, Engineering Services and tasks.</p> <p>Program Invoice Status report, which identifies for each element of core work and tasks;</p> <ul style="list-style-type: none"> a. Task Number; b. Task Title; c. Total Task Value; d. Billing for this reporting period; e. Previous Total Billing; f. Total Billing to Date; and g. Remaining % LOE. <p>Program Management Status</p> <ul style="list-style-type: none"> a. Planned Expenditure b. Earned Value Statistics. c. Key performance Indicator status report d. System Health Indicator status report e. risk status report. 		

DATA ITEM DESCRIPTION		
1. TITLE	2. IDENTIFICATION NUMBER	
Meeting Agenda	100.003	
3. DESCRIPTION		
Meeting Agendas set forth the venue and identify the discussion items to be covered at meetings		
4. APPROVAL DATE	5. OFFICE OF PRIMARY INTEREST	6. GIDEP APPLICABLE
	DLCSPM	N/A
7. APPLICATION / INTERRELATIONSHIP		
This DID integrates with the DID - Meeting Minutes.		
8. ORIGINATOR	9. APPLICABLE FORMS	
10. PREPARATION INSTRUCTIONS		
10.1	Format. The Contractor's own format is acceptable	
10.2	The agenda shall address the following:	
a.	The scope, purpose and objectives of the meeting;	
b.	Time, date and location;	
c.	Suggested attendees (Contractor, Canada and others);	
d.	Need for any Canada documentation to be presented at the meeting; and	
e.	Security classification of the meeting.	
10.3	The following shall be the standard agenda items with appropriate details relevant to the specific meeting:	
a.	Agenda review;	
b.	Review report items;	
c.	Review meeting action item status;	
d.	Other agenda items;	
e.	New subjects introduced by members of the meeting; and	
f.	Action item generation.	
10.4	Special requirements. This section shall detail the requirement for visit clearances, security arrangements, facilities, and any other pertinent information.	

DATA ITEM DESCRIPTION		
1. TITLE Meeting Minutes		2. IDENTIFICATION NUMBER 100.004
3. DESCRIPTION Meeting Minutes consist of record of proceedings, discussions, decisions and action items from a meeting.		
4. APPROVAL DATE	5. OFFICE OF PRIMARY INTEREST	6. GIDEP APPLICABLE
7. APPLICATION / INTERRELATIONSHIP This DID integrates with DID - Meeting Agenda.		
8. ORIGINATOR	9. APPLICABLE FORMS	
10. PREPARATION INSTRUCTIONS 10.1 Format The Contractor's own format is acceptable. 10.2 Content The minutes of meetings shall be presented in the following sections: <ul style="list-style-type: none"> a. General - including meeting identification number, purpose, date, time and location; b. Attendees, including their title and responsibility; c. Discussion Items - Including a summary record of proceedings, discussions, decisions, information addressees, action addressees and action completion date, for each item. All agenda items shall be covered; d. Next Venue; and e. Signatures of the Contractor Authority, PSPC Contracting Authority (CA) and/or DND Technical Authority (TA) or their delegates as may be appropriate for the specific meeting. 		

DATA ITEM DESCRIPTION		
1. TITLE Canada Owned Resource Management Report	2. IDENTIFICATION NUMBER 100.005	
3. DESCRIPTION The Canada Owned Resource Management Report provides the status of Government Furnished Information (GFI), Government Furnished Equipment (GFE) and Government furnished Vehicles (GFV) that are provided by Canada to the Contractor for use on the Contract.		
4. APPROVAL DATE	5. OFFICE OF PRIMARY INTEREST DLCSPM	6. GIDEP APPLICABLE N/A
7. APPLICATION / INTERRELATIONSHIP		
8. ORIGINATOR	9. APPLICABLE FORMS	
10. PREPARATION INSTRUCTIONS <div>10.1 Format</div> <p>The Canada Owned Resource Management Report shall be prepared in the Contractor's format.</p> <div>10.2 Content</div> <p>The report shall provide an inventory of GFI, GFE and GFV issued to the Contractor and to Subcontractors.</p> <p>The report shall include, as a minimum, the following information for each item in the Contractor's (and Subcontractor's) possession:</p> <ul style="list-style-type: none"> a. Item name – e.g. Laptop; b. Item Description – e.g. Toshiba Tecra S3 Laptop (Model PTS30C-MT501E) w/power transformer; c. Serial / Registration / License Key or Media Number; d. Contractor/Subcontractor assigned Asset Number; e. NATO Stock Number (where applicable); f. Location (Present location of item); g. Cost (if purchased by the Contractor/Subcontractor on DNDs behalf); and h. Use/Comments. 		

DATA ITEM DESCRIPTION		
1. TITLE Task Closure Report	2. IDENTIFICATION NUMBER 100.006	
3. DESCRIPTION This report is the final deliverable for all tasks and documents activity, results and lessons learned.		
4. APPROVAL DATE	5. OFFICE OF PRIMARY INTEREST DLCPSM	6. GIDEP APPLICABLE N/A
7. APPLICATION / INTERRELATIONSHIP The Task Closure Report is delivered when the task is closed.		
8. ORIGINATOR DLCPSM	9. APPLICABLE FORMS N/A	
10. PREPARATION INSTRUCTIONS 10.1 Format The Contractor's own format is acceptable. 10.2 Content The Task Closure Report shall contain the following as a minimum: <ul style="list-style-type: none">a. Timeline – start and finish dates for the task, including major milestones;b. Work Summary – a brief description of the work;c. Accomplishments – major accomplishment of the task;d. Lessons Learned; ande. Issues/outstanding items.		

DATA ITEM DESCRIPTION		
1. TITLE	2. IDENTIFICATION NUMBER	
Systems Engineering Management Plan (SEMP)	200.001	
3. DESCRIPTION		
<p>The Systems Engineering Management Plan (SEMP) describes the Contractor's plans and processes for scheduling, planning, organizing, directing, conducting, controlling and coordinating all Engineering effort under the contract and sets forth the Contractor's Engineering Program.</p>		
4. APPROVAL DATE	5. OFFICE OF PRIMARY INTEREST	6. GIDEP APPLICABLE
	DLCPSM	
7. APPLICATION / INTERRELATIONSHIP		
<p>The SEMP is a subordinate plan of the PMP.</p>		
8. ORIGINATOR	9. APPLICABLE FORMS	
10. PREPARATION INSTRUCTIONS		
<p>10.1 Format</p> <p>The Contractor's own format is acceptable.</p> <p>10.2 General</p> <p>The SEMP shall contain sufficient detail to allow DND to assess the Contractor's ability to carry out and manage the engineering of the contract.</p> <p>10.3 The SEMP shall contain, as a minimum, the following information:</p> <ul style="list-style-type: none"> a. Organisation; b. Roles and Responsibilities; c. Engineering Processes; d. Problem Resolution Support; and e. Review Processes, including technical reviews and audits as well as periodic engineering progress reviews. <p>10.4 The Software Support Contract SEMP shall also address the following:</p> <ul style="list-style-type: none"> a. Organisation; b. Roles and Responsibilities; c. Detailed description of the Contractor's Engineering Program as tailored to the LTSSC work, to include a detailed description of the Contractor's Core Program Delivery approach for each Core Engineering SOW item d. Detailed process descriptions for all Engineering Processes including process flow diagrams; e. Detailed approach descriptions for Incident Management Process; f. Detailed approach descriptions for Problem Management Process; g. Detailed approach descriptions for Engineering Review Processes; h. Detailed approach description for how the LTSSC contractor proposes to integrate their engineering processes with other members of the IPT. 		

DATA ITEM DESCRIPTION		
1. TITLE Obsolescence Report	2. IDENTIFICATION NUMBER 200.002	
3. DESCRIPTION The Obsolescence Report identifies obsolescence-related issues for current and intended software elements of the Land C4ISR System.		
4. APPROVAL DATE	5. OFFICE OF PRIMARY INTEREST DLCSPM	6. GIDEP APPLICABLE N/A
7. APPLICATION / INTERRELATIONSHIP		
8. ORIGINATOR DLCSPM	9. APPLICABLE FORMS N/A	
10. PREPARATION INSTRUCTIONS 10.1 Format The contractor's own format is acceptable. 10.2 Content The Obsolescence Report shall identify the obsolescence issues for current and intended software elements of the Land C4ISR System The report shall identify options to respond to the issue.		

DATA ITEM DESCRIPTION		
1. TITLE Quality Assurance Plan (QAP)	2. IDENTIFICATION NUMBER 400.002	
3. DESCRIPTION 3.1 This plan describes the Contractor's Quality Assurance Program. 3.2 The QAP describes how the Contractor will perform the QA work specified in the SOW.		
4. APPROVAL DATE	5. OFFICE OF PRIMARY INTEREST DLCPSM 4 Chief Engineer	6. GIDEP APPLICABLE N/A
7. APPLICATION / INTERRELATIONSHIP The QAP supports the PMP and the SEMP.		
8. ORIGINATOR DLCPSM	9. APPLICABLE FORMS N/A	

10. PREPARATION INSTRUCTIONS

10.1 Format

The Contractor's own format is acceptable.

10.2 General

The QAP shall contain sufficient detail to allow DND to assess and monitor the Contractor's ability to carry out and manage the Quality Assurance Program.

10.3 Content

The QAP shall include the following information:

- a. Organization;
- b. Roles and Responsibilities;
- c. QA Processes and Procedures; and
- d. QA Audits.

10.4 Specific content

The QA Plan shall describe how the Contractor will support verification, validation and assurance (VV&A) of system elements.

**APPENDIX 6
TO ANNEX A**

**TO CONTRACT
W8486-184111**

**LAND C4ISR SYSTEM
TRANSITION SOFTWARE
SUPPORT CONTRACT
(LTSSC)**

LABOUR CATEGORIES

16 October 2017

1 Task Resource Category Requirements

1.1 General

1.1.1 Task Resource Requirement

The types of resources that may be required to complete tasks in the LTSSC SOW are identified in Table 1 below.

1.1.2 Experience

Unless explicitly stated, there are three possible levels of experience for each resource type:

- a. Junior resources (Level 1) have less than three (3) years of experience in the specified field;
- b. Intermediate resources (Level 2) must have a minimum of three (3) years of relevant experience in the specified field within the last six (6) years; and
- c. Senior Resources (Level 3) must have seven (7) years of relevant experience in the specified field within the last ten (10) years.

1.1.3 The Depth of Knowledge

In order to evaluate Level of a resource the Webb (1997) Degree of Knowledge (DoK) model is used as a basis for this contract. The DoK model is a process and criteria for systematically analyzing the alignment between standards and standardized assessments. The model assumes that work elements are categorized based upon the cognitive demands to produce the expected result. Each level reflects a different level of cognitive expectation, or depth of knowledge, required to complete the task. The term knowledge used here broadly encompass all forms of knowledge and experience.

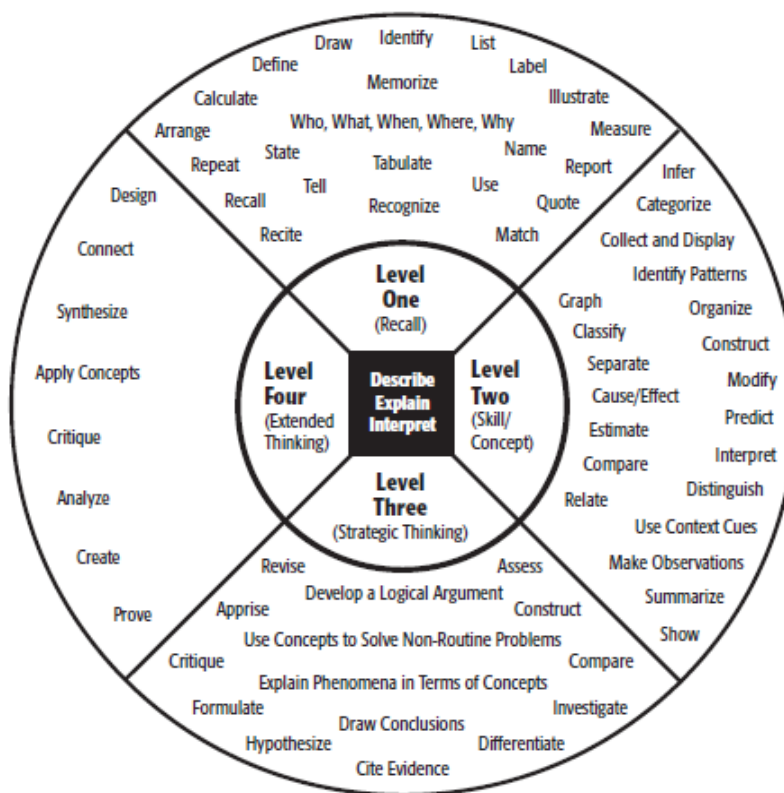


Figure A6-1 - Depth of Knowledge Skills

Depth of Knowledge			
Level 1	Level 2	Level 3	Level 4
Recall elements and details of assigned work.	Identify, plan and summarize work.	Support ideas with details and examples.	Conduct a project that requires specification, design, implementation and reporting results.
Conduct basic tasks.	Use context to explain an event/requirement.	Communicate with appropriate language to the purpose and audience.	Apply model to illustrate uses, problems or situations.
Represent in words or diagrams the behaviour or its relationship.	Solve routine problems.	Design investigations for a problem.	Analyze and synthesize information from multiple sources.
Perform routine procedures.	Describe cause/effect given data/conditions.	Develop a model for complex situation.	Design model to inform and solve uses, problems or situations.
Describe the behaviour or issue at hand.	Identify patterns in events or behavior.	Apply a concept in other contexts.	
	Organize, represent and interpret data.		

Table A6-1 - Depth of Knowledge Summary

Serial	Short Title	Personnel Position Description

Serial	Short Title	Personnel Position Description
1	SwPM	Software Project Manager
2	SwSA	Software Systems Architect (Sr. and Int.)
3	SwSE	Software Systems Engineer
4	SwSS	Software Systems Specialist
5	SwSRA	Software Systems Requirements Analyst (Sr. and Int.)
6	SwT	Software Tester
7	SwD	Software Developer
8	NA	Network Administrator (Sr. and Jr.)
9	TW	Technical Writer (Sr. and Jr.)
10	TD	Training Developer (Sr. and Jr.)
11	FSR	Field Service Representative (Sr.)

Table A6-2: Resource Type

2 Resource Type Education, and Knowledge Requirements

2.1 General

Required education and knowledge is specified below for each resource type.

2.2 Software Project Manager

The SW Project Manager shall meet the following Webb Depth of Knowledge:

- a. Junior and Intermediate shall be at a minimum level 2; and
- b. Senior shall be at a minimum level 3.

Software Project Manager (SPM) must be capable of planning, directing, monitoring, assessing and controlling the project activities required to ensure that software support projects achieve their technical objectives according to higher level plans and schedules and within allocated budgets. A broad variety of knowledge is required about software development methods, project management techniques and the management of software engineering competencies and resources.

No.	Criteria
1.	<p><u>Education.</u></p> <p>The SwPM must have a university undergraduate degree in business, science, engineering or information systems.</p>
2.	<p><u>Experience.</u></p> <p>Mandatory. Must have experience doing software project management work, including experience in any of the following areas:</p> <ul style="list-style-type: none"> a. Developing new information system application software; b. Maintaining in-service information system application software; or c. Maintaining complex database management system implementations. <p>Additional Assets. Requires a combination of education and experience in many of the fields below:</p> <ul style="list-style-type: none"> a. Management Information Systems (MIS) Development and Support; b. Business Application Development and Support; c. Real-Time Systems Development and Support; d. Database Management Systems (DBMS) Development and Support; e. Structured Message Formats; f. Enterprise Architecture; g. Rational Unified Process (RUP) for Software Development; h. Agile Methods for Software Development (in a deliberate and methodological approach, rather than ad-hoc); i. Software Systems Engineering V-Model; j. International Standards for Systems and Software Engineering, including but not limited to ISO/IEC 15288:2015 and ISO/IEC 12207:2008; k. Work Breakdown Structures; l. Scheduling and Schedule Management; m. Budgeting and Resource Management; n. Earned Value Management; o. Software Engineering Competencies Management, including managing software skills across numerous areas such as requirements, design, construction, testing, sustainment, quality, configuration management and human-computer interaction; p. Computer-Aided Software Engineering (CASE) and Integrated Development Environment (IDE) Technologies; q. Requirements Management Methods and Technologies;

	<ul style="list-style-type: none"> r. Test Management Methods and Technologies, including Automated Testing; s. Continuous Integration Methods and Technologies; t. Software Configuration Management; u. Software Quality; and v. Integrated Logistics Support (ILS).
--	---

2.3 Software Systems Architect

There is no junior level in this labour category.

The SW System Architect shall meet the following Webb Depth of Knowledge:

- a. Intermediate shall be at a minimum level 3; and
- b. Senior shall be at level 4.

Software Systems Architect (SwSA) must be capable of producing and managing software architectural designs and guidance, with contributions from across software engineering and support disciplines, to achieve comprehensive software system implementation within the constraints of cost, schedule, and performance while maintaining an acceptable level of risk. The SSA is also expected to provide technical leadership and advice regarding the selection, use and, if required, creation or modification, of processes, procedures, methods and tools for the performance of software development and maintenance activities.

No.	Criteria
1.	<u>Education.</u> The SSA must have a university graduate degree in engineering or science.
2.	<u>Experience.</u> Mandatory. Must have experience doing software system architecture work, including experience in any of the following areas: <ul style="list-style-type: none"> a. Developing and maintaining an Information Systems Reference Architecture used for software systems development and support; b. Developing and maintaining Enterprise Architecture (EA) models and artefacts used for software systems development and support; or c. Creating and validating architectural representations of complex software-intensive systems used to predict and analyze performance, cost, schedule and risks, and to provide guidelines for system development, design, construction and management. Additional Assets. Requires a combination of education and experience in many

	<p>of the fields below:</p> <ul style="list-style-type: none"> a. Experience with Tactical Command and Control Information Systems (TacC2IS); b. Knowledge of Tactical Communications (TacComms); c. Knowledge of Intelligence, Surveillance and Reconnaissance (ISR); d. Management Information Systems (MIS) Development and Support; e. Business Application Development and Support; f. Database Management Systems (DBMS) Development and Support; g. Real-Time Systems Development and Support; h. Structured Message Formats; i. Enterprise Architecture; j. Business Analysis and Business Process Modeling; k. Unified Modeling Language (UML); l. Rational Unified Process (RUP) for Software Development; m. Agile Methods for Software Development (in a deliberate and methodological approach, rather than ad-hoc); n. Software Systems Engineering V-Model; o. International and Industry Standards for Systems and Software Engineering, such as ISO/IEC 15288:2015, ISO/IEC 12207:2008 and Capability Maturity Model Integration (CMMI); p. Software Engineering Competencies Management, including managing software skills across numerous areas such as requirements, design, construction, testing, sustainment, quality, configuration management and human-computer interaction; q. Computer-Aided Software Engineering (CASE) and Integrated Development Environment (IDE) Technologies; r. Requirements Management Standards, Methods and Technologies; s. Test Management Standards, Methods and Technologies, including Automated Testing; t. Continuous Integration Methods and Technologies; u. Software Configuration Management; and v. Software Quality Concepts, Standards and Methods.
--	--

2.4 Software Systems Engineer

The SW System Engineer shall meet the following Webb Depth of Knowledge:

- a. Junior shall be at a minimum level 2;

- b. Intermediate shall be at a minimum level 3; and
- c. Senior shall be at level 4.

Software Systems Engineer (SwSE) must be capable of leading, directing and coordinating the design, specification, integration and verification of the software system solution in accordance with the proposed architecture. Must be able to collaborate with the Software Systems Architect on any software systems requirements or architecture adjustments and work with the other software support disciplines to integrate their work products into the overall software systems engineering process.

No.	Criteria
1.	<p><u>Education.</u></p> <p>The SwSE must have a university undergraduate degree in software engineering, systems engineering, electrical engineering, computer engineering, information systems or computer science.</p>
2.	<p><u>Experience.</u></p> <p>Mandatory. Must have experience doing software systems engineering work, including experience in any of the following areas:</p> <ul style="list-style-type: none"> a. Analyzing, designing, prototyping, implementing and testing management information systems (MIS); b. Analyzing, designing, prototyping, implementing and testing computer-based simulation systems; or c. Engineering software for real-time systems. <p>Additional Assets. Requires a combination of education and experience in many of the fields below:</p> <ul style="list-style-type: none"> a. Experience with Tactical Command and Control Information Systems (TacC2IS); b. Knowledge of Tactical Communications (TacComms); c. Knowledge of Intelligence, Surveillance and Reconnaissance (ISR); d. Rational Unified Process (RUP) for Software Development; e. Agile Methods for Software Development (in a deliberate and methodological approach, rather than ad-hoc); f. Software Systems Engineering V-Model; g. International and Industry Standards for Systems and Software Engineering, such as ISO/IEC 15288:2015, ISO/IEC 12207:2008 and Capability Maturity Model Integration (CMMI); h. Software Requirements Engineering, including requirements solicitation/development, requirements traceability and change management;

	<ul style="list-style-type: none"> i. Software Integration, including assembly of implemented system elements and preparation for verification of interfaces, functions and quality characteristics; j. Software Verification and Validation (V&V), including as appropriate: inspection, analysis, fitness for purpose and user acceptance testing of software system elements; k. Software Quality Assurance; l. Technical Reviews and Audits; m. Software Engineering Competencies Management, including managing software skills across numerous areas such as requirements, design, construction, testing, sustainment, quality, configuration management and human-computer interaction; n. Computer-Aided Software Engineering (CASE) and Integrated Development Environment (IDE) Technologies; o. Requirements Management Methods and Technologies; p. Test Management Methods and Technologies, including Automated Testing; q. Continuous Integration Methods and Technologies; r. Software Configuration Management; and s. Software Quality Concepts, Standards and Methods.
--	--

2.5 Software Systems Specialist

The SW System Specialist shall meet the following Webb Depth of Knowledge:

- a. Junior shall be at a minimum level 2;
- b. Intermediate shall be at a minimum level 3; and
- c. Senior shall be at a minimum level 3.

Software Systems Specialist (SwSS) must be capable of defining and implementing software systems requirements and processes within a specialized area of software systems development and maintenance not adequately covered by any other task resource category. Must work closely with the Software Systems Engineer and other software support disciplines to ensure that specialized concerns are identified, analyzed and addressed within the context of the overall software systems engineering effort.

No.	Criteria
1.	<p><u>Education.</u></p> <p>The SwSS must have:</p> <p>University undergraduate degree with sufficient content clearly related to the design, operation or sustainment of software-intensive systems;</p> <p>College diploma in an information technology (IT) related program; or</p> <p>On-job training (OJT) through work experience in the development and maintenance of software systems and hold a recognized professional or college certification in the relevant specialization.</p>
2.	<p><u>Experience.</u></p> <p>Mandatory. Must have experience doing specialized aspects of software systems engineering work, including relevant experience in any of the following areas:</p> <ol style="list-style-type: none"> Analyzing, designing, prototyping, implementing and testing management information systems (MIS); Analyzing, designing, prototyping, implementing and testing computer-based simulation systems; or Providing specialized input to the development and maintenance of other types of software systems. <p>Additional Assets. Requires a combination of education and experience in many of the fields below:</p> <ol style="list-style-type: none"> Rational Unified Process (RUP) for Software Development; Agile Methods for Software Development (in a deliberate and methodological approach, rather than ad-hoc); Software Systems Engineering V-Model; International and Industry Standards for Systems and Software Engineering, such as ISO/IEC 15288:2015, ISO/IEC 12207:2008 and Capability Maturity Model Integration (CMMI); Software Quality Assurance; Technical Reviews and Audits; Enterprise Architecture; Data Modeling and Database Design; Structured Message Formats; Geospatial Information Systems (GIS); Human-Computer Interaction (HCI) and User Experience (UX); Software Systems Sustainment;

	<ul style="list-style-type: none"> m. Software Configuration Management; n. Software Quality Concepts, Standards and Methods; and o. Computer-Aided Software Engineering (CASE) and Integrated Development Environment (IDE) Technologies.
--	---

2.6 Software Systems Requirements Analyst

There is no junior level in this labour category.

The SW System Requirements Analyst shall meet the following Webb Depth of Knowledge:

- a. Intermediate shall be at a minimum level 2; and
- b. Senior shall be at a minimum level 3.

Software System Requirements Analyst (SwSRA) must be capable of performing stakeholder needs and expectations elicitation activities, analyzing the collected data to develop properly specified stakeholder requirements and, subsequently, working with other software support disciplines to develop all necessary levels of well-documented, fully traceable, configuration-managed software requirements in accordance with the established methods and procedures.

No.	Criteria
1.	<p><u>Education.</u></p> <p>The SwSRA must have:</p> <p>University undergraduate degree in software engineering, systems engineering, electrical engineering, computer engineering, information systems or computer science;</p> <p>College diploma in an information technology (IT) related program; or</p> <p>On-job training (OJT) through work experience in the development and management of software systems requirements and hold a recognized professional or college certification in requirements engineering or business analysis.</p>
2.	<p><u>Experience.</u></p> <p>Mandatory. Must have experience doing software requirements work, including experience in any of the following areas:</p> <ul style="list-style-type: none"> a. Planning and conducting business analysis for the development and maintenance of management information systems (MIS), business applications or database management systems; b. Planning and conducting requirements development for computer-based simulation systems or other complex software systems; c. Developing and managing software requirements for real-time systems. <p>Additional Assets. Requires a combination of education and experience in many</p>

	<p>of the fields below:</p> <ul style="list-style-type: none"> a. Rational Unified Process (RUP) for Software Development; b. Agile Methods for Software Development (in a deliberate and methodological approach, rather than ad-hoc); c. Software Systems Engineering V-Model; d. Business or Mission Analysis (often part of a project's Business Case Analysis) for Software Systems or System Elements; e. Requirements Development (i.e., Elicitation, Analysis, Specification and Validation) for Software Systems or System Elements; f. Requirements Management (i.e., Traceability, Prioritization, Agreement and Change Management) for Software Systems or System Elements; g. Software Verification and Validation (V&V); h. Software Quality Assurance; i. Computer-Aided Software Engineering (CASE) and Integrated Development Environment (IDE) Technologies; j. Business or Mission Analysis Standards, Methods and Technologies; k. Software Requirements Development Standards, Methods and Technologies; l. Software Requirements Management Standards, Methods and Technologies; and m. Software Quality Standards, Methods and Technologies.
--	--

2.7 Software Tester

The SW Tester shall meet the following Webb Depth of Knowledge:

- a. Junior shall be at a minimum level 1;
- b. Intermediate shall be at a minimum level 2; and
- c. Senior shall be at a minimum level 3.

Software Tester (SwT) must be capable of planning, conducting and documenting software testing activities at various levels of system element complexity in accordance with the established methods and procedures. Will also be expected to provide input into various requirements engineering activities regarding the testability of proposed requirements.

No.	Criteria
1.	<p><u>Education.</u></p> <p>The SwT must have:</p> <p>University undergraduate degree in software engineering, systems engineering,</p>

	<p>electrical engineering, computer engineering, information systems or computer science;</p> <p>College diploma in an information technology (IT) related program; or</p> <p>On-job training (OJT) through work experience in the planning and conduct of software systems testing and hold a recognized professional or college certification in software testing or software verification and validation (V&V).</p>
2.	<p><u>Experience.</u></p> <p>Mandatory. Must have experience doing software testing work, including experience in any of the following areas:</p> <ul style="list-style-type: none"> a. Verifying and validating management information systems (MIS); b. Performing software testing for computer-based simulation systems or other complex software systems; or c. Planning and conducting software testing for real-time systems <p>Additional Assets. Requires a combination of education and experience in many of the fields below:</p> <ul style="list-style-type: none"> a. Rational Unified Process (RUP) for Software Development; b. Agile Methods for Software Development; c. Software Systems Engineering V-Model (in a deliberate and methodological approach, rather than ad-hoc); d. Software Verification, including, as appropriate, inspection, analysis, demonstration and testing of software system elements; e. Software Validation, including fitness for purpose and user acceptance testing; f. Software Quality Assurance; g. Software Inspection and Analysis Standards, Methods and Technologies, including both manual techniques and the use of automated code analyzers; h. Software Testing Standards, Methods and Technologies, including those applicable to various types and aspects of black-box testing, white-box testing and automated testing; and i. Software Quality Standards, Methods and Technologies.

2.8 Software Developer

The SW Developer shall meet the following Webb Depth of Knowledge:

- a. Junior shall be at a minimum level 1;
- b. Intermediate shall be at a minimum level 2; and

- c. Senior shall be at a minimum level 3.

Software Developer (SwD) must be capable of designing and coding software system elements for operation on a wide range of computing platforms using a variety of programming languages, software development methods and tools.

No.	Criteria
1.	<p><u>Education.</u></p> <p>The SwD must have:</p> <p>University undergraduate degree in software engineering, systems engineering, electrical engineering, computer engineering, information systems or computer science;</p> <p>College diploma in an information technology (IT) related program; or</p> <p>On-job training (OJT) through work experience in software programming and hold a recognized professional or college certification in software development or computer programming.</p>
2.	<p><u>Experience.</u></p> <p>Mandatory. Must have experience doing software development work, including experience in any of the following areas:</p> <ul style="list-style-type: none"> a. Designing, coding and testing software system elements within an iterative and incremental software engineering process; b. Implementing application software through an Agile Method; or c. Implementing software as part of the development of real-time systems. <p>Additional Assets. Requires a combination of education and experience in many of the fields below:</p> <ul style="list-style-type: none"> a. Management Information Systems (MIS) Development and Support; b. Business Application Development and Support; c. Real-Time Systems Development and Support; d. Database Management Systems (DBMS) Development and Support; e. Structured Message Formats; f. Rational Unified Process (RUP) for Software Development; g. Agile Methods for Software Development (in a deliberate and methodological approach, rather than ad-hoc); h. Computer Programming (i.e., Design, Coding and Unit Testing) Standards, Methods and Technologies, including experience with a variety of programming languages; i. Computer-Aided Software Engineering (CASE) and Integrated

	Development Environment (IDE) Technologies; j. Test Management Methods and Technologies, including Automated Testing; k. Continuous Integration Methods and Technologies; l. Software Configuration Management; and m. Software Quality.
--	--

2.9 Network Administrator

There is no intermediate level in this labour category.

The Network Administrator shall meet the following Webb Depth of Knowledge:

- a. Junior shall be at a minimum level 1; and
- b. Senior shall be at a minimum level 2.

Network Administrator (NA) must be capable of administering one or more computer networks that employ a broad variety of hardware, software, applications, operating systems and environments. This includes managing the configuration of the network(s), monitoring and managing network performance and availability, maintaining network hygiene and monitoring and managing network security.

No.	Criteria
1.	<u>Education.</u> The NA must have: University undergraduate degree in software engineering, systems engineering, electrical engineering, computer engineering, information systems or computer science; College diploma in an information technology (IT) related program; or On-job training (OJT) through work experience in network administration and hold a recognized professional or college certification in network administration.

2.	<p><u>Experience.</u></p> <p>Mandatory. Must have experience doing network administration work, including experience in any of the following areas:</p> <ul style="list-style-type: none"> a. Installation, configuration and maintenance of a business- or mission-critical computer network; b. Monitoring and management of the operations of a business- or mission-critical computer network; or c. Monitoring and management of the security and defence of a business- or mission-critical computer network. <p>Additional Assets. Requires a combination of education and experience in many of the fields below:</p> <ul style="list-style-type: none"> a. Cisco Certified Network Associate within the Routing and Switching field or Security field, or equivalent historical certifications (with justification); b. Microsoft Certified Solutions Associate, Microsoft Technology Associate, or equivalent historical certifications from Microsoft (with justification); c. Configuration and Maintenance of Computer Networks; d. Deployment, Configuration, Patching and Upgrade of switching and routing technologies. e. Management of Network Security Tools, including Firewalls, Access Control Lists, Anti-Virus Tools and Intrusion Detection Systems; f. Troubleshooting and Resolution of Network Connectivity and Performance Issues; g. Monitoring and Optimization of Network Speed and Availability; h. Installation, Configuration and Maintenance of Processing, Storage, Networking, End User and Peripheral Equipment, including Virtualization Technologies; i. Deployment, Configuration, Patching and Upgrade of Network Software, such as Enterprise Anti-Virus or Diagnostic Programs; j. Deployment, Configuration, Patching and Upgrade of Server-side Core Software, including but not limited to Windows Server, SQL Server, Microsoft Active Directory, Microsoft Exchange and Microsoft SharePoint; k. Implementation and Maintenance of Backup and Restoration Systems for Mission-Critical Network Servers;
A6-15/20 16 October 2017	<p>1. Regulation of User Access to Devices, Services and Files; and</p> <p>m. Provision of End-User Desktop Support.</p>

2.10 Technical Writer

There is no intermediate level in this labour category.

The Technical Writer shall meet the following Webb Depth of Knowledge:

- a. Junior shall be at a minimum level 1; and
- b. Senior shall be at a minimum level 2.

Technical Writer (TW) must be capable of producing high quality technical documentation in a variety of formats and tools. Will be expected to provide advice on the appropriateness, applicability and effectiveness of specific technical documents, formats, notations and technologies.

No.	Criteria
1.	<p><u>Education.</u></p> <p>The TW must have:</p> <p>University undergraduate degree in software engineering, systems engineering, electrical engineering, computer engineering, information systems or computer science;</p> <p>College diploma in an information technology (IT) related program; or</p> <p>On-job training (OJT) through work experience in technical writing and hold a recognized professional or college certification in technical writing.</p>
2.	<p><u>Experience.</u></p> <p>Mandatory. Must have experience doing technical writing work, including experience in any of the following areas:</p> <ol style="list-style-type: none"> a. Authoring or editing user documentation or technical data packages (TDP) for business- or mission-critical software; b. Authoring or editing design and test documentation for business- or mission-critical software; or c. Authoring or editing software-related textbooks and student manuals. <p>Additional Assets. Requires a combination of education and experience in many of the fields below:</p> <ol style="list-style-type: none"> a. User Guides; b. Online Help; c. Web-Based Documentation;

	<ul style="list-style-type: none"> d. Operator Manuals and Installation Guides; e. Programmer and Administrator Guides; f. Process Documentation, Operating Procedures and Work Flows; g. System Design Documents and Assembly Manuals; h. System Verification and Validation Documentation, including Test Plans, Trial Directives and Evaluation Instructions; and i. Authoring, Publishing and Content Management Standards, Methods and Technologies.
--	---

2.11 Training Developer

There is no intermediate level in this labour category.

The Training Developer shall meet the following Webb Depth of Knowledge:

- a. Junior shall be at a minimum level 1; and
- b. Senior shall be at a minimum level 2.

Training Developer (TD) must be capable of planning, designing and developing professional quality, engaging and effective training materials, courseware and instructional/reference material for instructor-led classroom training, self-paced electronic learning (e-learning), virtual classroom training and webinar-based training, as well as embedded software training modules, tutorials and job aids. May be called upon to teach periodically, but the TD is focused primarily on developing training and reference materials for delivery by others, including self-paced student learning via learning management system or embedded training modules. Will be expected to provide advice on the appropriateness, applicability and effectiveness of specific methods, environments, tools and technologies for training development and delivery as they relate to particular products and training audiences.

No.	Criteria
1.	<u>Education.</u> The TD must have: University undergraduate degree in education, instructional design or similar discipline; College diploma in education technology, instructional design or a related program; or On-job training (OJT) through work experience in training development and hold a recognized professional or college certification in education technologies or instructional design.

2.	<p><u>Experience.</u></p> <p>Mandatory. Must have experience doing training development work, including experience in any of the following areas:</p> <ul style="list-style-type: none"> a. Designing and developing interactive web-based multimedia training modules to support self-paced e-learning; b. Planning, designing and developing training curricula and courseware for classroom-based instructor-led training on information technology; or c. Designing and developing job aids, help files, tutorials and embedded training modules for business- or mission-critical software systems. <p>Additional Assets. Requires a combination of education and experience in many of the fields below:</p> <ul style="list-style-type: none"> a. Adult Learning Theory, Concepts and Methods; b. Instructional Design Standards, Methods and Tools; c. Training Needs Assessment and Analysis; d. Process and Workflow Modelling Standards, Methods and Technologies; e. Learning Management System (LMS) Standards, Methods and Technologies including Sharable Content Object Reference Model (SCORM) conformant courseware modules; f. Multimedia E-learning and Computer-Based Training Standards, Methods and Technologies; g. Web-Authoring and Desktop Publishing Standards, Methods and Technologies; h. Advanced Use of Office Automation Technologies for Training Content Development and Maintenance; and i. Process Simulation Standards, Methods and Technologies.
----	--

2.12 Field Service Representative

There is no junior or intermediate level in this labour category.

The Field Service Representative shall be at a minimum Webb Depth of Knowledge level 3.

Field Service Representative (FSR) must be capable of providing comprehensive technical support to end users regarding the installation, configuration, management, operation and use of supported software system elements. Must work closely with end users in various locations around the world and other members of the Land C4ISR Systems Integrated Product Team (IPT) to identify and resolve technical problems and usage issues on-site, to develop effective

workarounds for problems and issues that cannot be readily resolved with local resources, and to educate end users on changes to system elements in terms of their impact on installation, configuration, management, operation and use of the software. Will be expected to provide technical reports and detailed recommendations to the IPT on problems and issues encountered as well as end user needs and expectations for supported software system elements.

No.	Criteria
1.	<p><u>Education.</u></p> <p>The FSR must have:</p> <p>University undergraduate degree in software engineering, systems engineering, electrical engineering, computer engineering, information systems, computer science or information management;</p> <p>College diploma in a field related to information technology (IT) or information management (IM); or</p> <p>On-job training (OJT) through work experience in the provision of on-site technical support to end users of management information systems (MIS) or command and control information systems (C2IS).</p>
2.	<p><u>Experience.</u></p> <p>Mandatory. Must have experience doing end-user support work for information systems, including experience in any of the following areas:</p> <ol style="list-style-type: none"> Developing and delivering formal instruction to end users on the management, operation or use of MIS or C2IS as part of an approved training curriculum in government, industry or academia; Providing “front-line” user support, including technical support, information management, workflow enhancement and/or user training, for MIS or C2IS software in government or industry; or Acting as a an end user representative to provide user input and feedback to MIS or C2IS software development, to design and conduct user acceptance testing for MIS or C2IS software, and/or to develop end user procedures for the management, operation and use of MIS or C2IS software. <p>Additional Assets. Requires a combination of education and experience in many of the fields below:</p> <ol style="list-style-type: none"> Canadian Armed Forces (CAF) Land Operations Doctrine, Command and Control (C2) Processes, and Command and Staff Procedures; CAF Land C4ISR Systems Technologies;

	<ul style="list-style-type: none">c. CAF Signal Doctrine, including Signal Structures and the System Management Procedures for Land C4ISR Systems Technologiesd. Information Management (IM) Standards, Methods and Tools;e. Process and Workflow Modelling Standards, Methods and Technologies;f. Process Documentation, Operating Procedures and Work Flows;g. Advanced Use of Office Automation Technologies for Training Content Development and Maintenance;h. Configuration and Maintenance of Computer Networks;i. Management of Network Security Tools, including Firewalls, Access Control Lists, Anti-Virus Tools and Intrusion Detection Systems;j. Troubleshooting and Resolution of Network Connectivity and Performance Issues;k. Monitoring and Optimization of Network Speed and Availability;l. Installation, Configuration and Maintenance of Processing, Storage, Networking, End User and Peripheral Equipment, including Virtualization Technologies;m. Deployment, Configuration, Patching and Upgrade of Network Software, such as Enterprise Anti-Virus or Diagnostic Programs;n. Deployment, Configuration, Patching and Upgrade of Server-side Core Software, including but not limited to Windows Server, SQL Server, Microsoft Active Directory, Microsoft Exchange and Microsoft SharePoint;o. Implementation and Maintenance of Backup and Restoration Systems for Mission-Critical Network Servers;p. Regulation of User Access to Devices, Services and Files; andq. Provision of End-User Desktop Support.
--	---

ANNEX B
TO CONTRACT
W8486-184111

LAND C4ISR
TRANSITION SOFTWARE SUPPORT CONTRACT

BASIS of PAYMENT
26 November 2017

TABLE OF CONTENT

1.	Introduction	3
2.	Basis of Payment.....	4
2.1	Core Work Payment	4
2.2	Core Management Key Performance Indicator (KPI) Incentive Payment	4
2.2.1	Incentive	4
2.2.2	Credit	4
2.2.3	Setup Task.....	4
2.2.4	Core Management - Key Performance Indicators.....	4
2.3	Core Management Cost Performance Indicator (CPI) Incentive Payment	7
2.3.1	Incentive	7
2.3.2	Credit	7
2.3.3	Setup Task.....	7
2.3.4	Cost Performance Index (CPI):	7
2.4	Core Engineering - Key Performance Indicators Payment	8
2.4.1	Incentive	8
2.4.2	Credit	8
2.4.3	Setup Task.....	8
2.4.4	Core Engineering - Key Performance Indicators Payment.....	8
2.5	Task Authorizations	11
2.5.1	Pricing Options.....	13
2.5.2	Task Subject to Limitation of Expenditure	14
2.5.3	Task Completion/Closure Procedures	14
2.5.4	Canada's Obligation – Portion of the Work – Task Authorizations.....	15

1. Introduction

The Basis of Payment is established herein for the following considerations:

- a. Payment for Core Work;
- b. Payment for Tasks;
- c. Payment for Key Performance Indicators; and
- d. Payment for Acquisition of Hardware, System Equipment and Software, Specialized Knowledge & Sub-Contractors.

2. Basis of Payment

2.1 Core Work Payment

Payment for Core Work will be made in accordance with the Monthly Payment provisions of the Contract. Core Work charges must be based on Fixed Monthly Rates identified in Table 1 below.

Table 1 – Core Work Cost

Core Work	Monthly Fixed Rate (A)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Core Management Work	\$	\$	\$	\$	\$
Core Engineering Work	\$	\$	\$	\$	\$

2.2 Core Management Key Performance Indicator (KPI) Incentive Payment

2.2.1 Incentive

For meeting or exceeding all of the Core Management KPIs detailed in 2.2.4, an incentive payment of 4% of the annual Core Management Work fee will be issued to the Contractor.

2.2.2 Credit

For breaching all of the Minimum Core Management KPIs detailed in 2.2.4, a credit will be paid by the Contractor, of 4% of the annual Core Management Work fee.

2.2.3 Setup Task

KPIs will not apply to the initial DND 626 Task Authorization to Setup the work to be done under the contract. The Task will be identified and issued by DND.

2.2.4 Core Management - Key Performance Indicators

The Core Management Key Performance indicators will be calculated on an annual basis from contract award. The incentive or credit payment will be settled as a line item on the first claim of the following contract year.

The contractor must meet the following performance criteria related to core management work:

- a. **Task Completion.** When DND confirms tasks are completed, they are finalized and accepted by DND within 90 calendar days from the date work is finalized and all deliverables submitted as per CDRL 100.006 and DID 100.006 When this requirement is met at 90% throughout the contract year in question, the Contractor will be eligible for the Core Management Incentive Payment identified at paragraph 2.2.1. When the Contractor does not meet this requirement a minimum of 80% of the time, the Contractor will be subject to the credit identified at paragraph 2.2.2. If a task completion date falls within 90 calendar days prior to the start of a new contract year, the task will count to the

following years task completion Key performance indicator. If the contract is in the final year, the calculation will occur after all tasks have been finalized. The final score will be rounded to two decimal points.

Example of Task Completion Calculation:				
In scenario 1, 19 tasks out of a total of 20 tasks for the contract year were finalized and accepted on time resulting in the eligibility of the Incentive Payment. In scenario 2, 17 tasks out of a total of 20 tasks for the contract year were finalized and accepted on time resulting in no incentive nor credit being paid (neutral scenario). In scenario 3, only 15 tasks out of a total of 20 tasks for the contract year were finalized and accepted on time resulting in the eligibility of the credit being applied.				
Scenario	Completed Tasks	Finalized & Accepted on time	Score	Eligible for incentive/Credit
1	20	19	0.95	Incentive
2	20	17	0.85	Neither
3	20	15	0.75	Credit

- b. **Monthly Progress Reports Delivery.** Monthly Progress Reports are delivered on time, complete and accepted by DND as per CDRL 100.002 and DID 100.002. When this requirement is met at 90% throughout the contract year, the Contractor will be eligible for the Core Management Incentive Payment identified at paragraph 2.2.1. When the Contractor does not meet this requirement a minimum of 80% of the time, the Contractor will be subject to the credit identified at paragraph 2.2.2. The final score will be rounded to two decimal points.

Example of Monthly Progress Reports Delivery Calculation:				
In scenario 1, 11 Monthly Progress Reports out of a total of 12 Monthly Progress Reports for the contract year were delivered and accepted on time resulting in the eligibility of the Incentive Payment. In scenario 2, 10 Monthly Progress Reports out of a total of 12 Monthly Progress Reports for the contract year were delivered and accepted on time resulting in no incentive nor credit being paid (neutral scenario). In scenario 3, only 9 Monthly Progress Reports out of a total of 12 Monthly Progress Reports for the contract year were delivered and accepted on time resulting in the eligibility of the credit being applied.				
Scenario	Progress Reports	Delivered & Accepted on time	Score	Eligible for incentive/Credit
1	12	11	0.92	Incentive
2	12	10	0.83	Neither
3	12	9	0.75	Credit

- c. **Level of Effort Task Estimation.** Task estimates are delivered and accepted by DND within 30 calendar days from receipt of a Statement of Work from Canada for standard level of effort tasks. When this requirement is met at a rate that is above 90% throughout the contract year, the Contractor will be eligible for the Core Management Incentive Payment identified at paragraph 2.2.1. When the Contractor does not meet this

requirement, a minimum of 75% of the time, the Contractor will be subject to the credit identified at paragraph 2.2.2. The calculation will include all estimates provided to DND in the contract year for which they were delivered. The final score will be rounded to two decimal points.

Example of Level of Effort Task Estimation Calculation:				
In scenario 1, 18 Task estimates out of a total of 20 Task estimates for the contract year were delivered and accepted on time resulting in the eligibility of the Intcentive Payment. In scenario 2, 16 Task estimates out of a total of 20 Task estimates for the contract year were delivered and accepted on time resulting in no incentive nor credit payment being paid (neutral scenario). In scenario 3, only 14 Task estimates out of a total of 20 Task estimates for the contract year were delivered and accepted on time resulting in the eligibility of the credit being applied.				
Scenario	Task Estimates	Delivered & Accepted on time	Score	Eligible for incentive/Credit
1	20	18	0.90	Incentive
2	20	16	0.80	Neither
3	20	14	0.70	Credit

- d. **Firm or Ceiling Priced Task Estimation.** Task estimates are delivered and accepted by DND within 60 calendar days from receipt of a Statement of Work where Canada is requesting a firm fixed priced or firm priced tasking with performance based measures. When this requirement is met at a rate that is above 90% throughout the contract year in question, the Contractor will be eligible for the incentive described in paragraph 2.2.1. When the Contractor does not meet this requirement, a minimum of 75% of the time, the Contractor will be subject to the credit identified at paragraph 2.2.2. The calculation will include all estimates provided to DND in the contract year for which they were delivered. The final score will be rounded to two decimal points.

Example of Firm or Ceiling Priced Task Estimation Calculation:				
In scenario 1, 18 Task estimates out of a total of 20 Task estimates for the contract year were delivered and accepted on time resulting in the eligibility of the Intcentive Payment. In scenario 2, 16 Task estimates out of a total of 20 Task estimates for the contract year were delivered and accepted on time resulting in no incentive nor credit payment being paid (neutral scenario). In scenario 3, only 14 Task estimates out of a total of 20 Task estimates for the contract year were delivered and accepted on time resulting in the eligibility of the credit being applied.				
Scenario	Task Estimates	Delivered on time	Score	Eligible for incentive/Credit
1	20	18	0.90	Incentive
2	20	16	0.80	Neither
3	20	14	0.70	Credit

2.3 Core Management Cost Performance Indicator

2.3.1 Incentive

- a. If the contractor obtains an annual CPI of 1.10 or greater, an incentive will be paid to the Contractor of 6% of the annual Core Management Work fee. Firm fixed priced tasks and core work will not be included in the calculation of this indicator. This indicator will be calculated on an annual basis from contract award. The credit payment will be settled as a line item on the first claim of the following contract year.

2.3.2 Credit

- a. If the contractor obtains an annual CPI below 0.90, a credit will be paid by the Contractor, to Canada, of 6% of the annual Core Management Work fee. Firm fixed priced tasks and core work will not be included in the calculation of this indicator. This indicator will be calculated on an annual basis from contract award. The credit payment will be settled as a line item on the first claim of the following contract year.
- b. For ongoing taskings where the task goes beyond the scheduled and agreed upon end date, if the CPI of a specific task drops below 0.90 as supported by the current progress claim, a credit will be provided by the Contractor to Canada. The credit will be calculated as 10% of the Actual Cost (AC) for the specific task, as supported by the current progress claim. The credit will be applied on the following month's progress claim. The application of this indicator will not be done for firm fixed priced tasks and core work.

2.3.3 Setup Task

KPIs will not apply to the initial DND 626 Task Authorization to Setup the work to be done under the contract. The Task will be identified and issued by DND. KPIs will not apply to the initial Setup task to be identified and issued by DND.

2.3.4 Cost Performance Index (CPI):

- a. The contract Cost Performance Index (CPI) measures how far ahead or behind the contract budget is at a given point in time. The calculation will occur each year from the date of contract award. The calculation will include all open DND 626 Task Authorizations and Tasks which have closed throughout the contract year which just ended. In order to obtain the incentive detailed in 2.3.1, the annual CPI must be above 1.10 for the contract year. If the annual CPI is below 0.90, the credit detailed in 2.3.2 will be applied.
- b. The annual CPI is determined using the baseline task budget, and estimated start and finish dates for all tasks. CPI is calculated as the Earned Value (EV) divided by Actual Cost (AC). EV is the amount of the work that is actually completed in terms of task budget. AC is the amount that has been spent on the task. It must include values for labor and any other item of cost that was necessary to complete the task. The CPI will be calculated on a task-by-task basis. The EV and AC are calculated on a task-by-task basis and summed to determine the overall contract CPI. ($CPI = \frac{\text{Sum}(EV)}{\text{Sum}(AC)}$).
- c. Any change in scope issued by DND will be taken into account and the revised proposal and task baseline will supersede prior proposals for the affected task. When this requirement is met, the Contractor will be eligible for the incentive described.

Example of CPI calculation.

This example shows CPI for individual tasks and the resulting annual CPI. In this example, the annual CPI ($CPI = \text{Sum}(EV)/\text{Sum}(AC)$) is greater than 1.10 and will result in the incentive being paid.

ID	Task	Start date	End Date	Budget	% Delivered	EV	AC	CPI
1.1	Task 1	Nov 18	Oct 19	\$2,000K	50%	\$1,000K	\$1,100K	0.90
1.2	Task 2	Nov 18	Oct 19	\$4,000K	60%	\$2,400K	\$2,000K	1.25
1.3	Task 3	Jan 19	May 19	\$1,000K	80%	\$800K	\$1,000K	0.80
1.4	Task 4	Jan 19	Oct 19	\$3,000K	50%	\$1,500K	\$1,000K	1.50
1.5	Task 5	Apr 19	Sep 19	\$1,000K	20%	\$200K	\$100K	2.00
TOTAL: Annual CPI				\$11,000K		\$6,000K	\$5,200K	1.15

2.4 Core Engineering - Key Performance Indicators Payment

2.4.1 Incentive

- For meeting or exceeding the Core Engineering KPIs detailed in 2.4.4, an incentive payment of 10% of the annual Core Engineering Work fee will be issued to the Contractor. Firm fixed priced tasks and core work will not be included in the calculation of this indicator. This indicator will be calculated on an annual basis from contract award. The credit payment will be settled as a line item on the first claim of the following contract year.

2.4.2 Credit

- For breaching all of the minimum Core Engineering KPIs detailed in 2.4.4, a credit will be paid by the Contractor, to Canada, of 10% of the annual Core Engineering Work fee. Firm fixed priced tasks and core work will not be included in the calculation of this indicator. This indicator will be calculated on an annual basis from contract award. The credit payment will be settled as a line item on the first claim of the following contract year.
- For ongoing taskings where the task goes beyond the scheduled and agreed upon end date and the SPI drops below 0.90 in a given month as supported by the progress claim, a disincentive fee of 10% of the Actual Cost (AC) for the task, for that month will be applied. The application of this indicator will not be done for firm fixed priced tasks and core work.

2.4.3 Setup Task

KPIs will not apply to the initial DND 626 Task Authorization to Setup the work to be done under the contract. The Task will be identified and issued by DND.

2.4.4 Core Engineering - Key Performance Indicators Payment

The contractor must meet the following performance criteria related to core engineering work:

- Schedule Performance Index.** The contract Schedule Performance Index (SPI) measures how far ahead or behind the contract work is at a point in time. The calculation

will occur each year from the date of contract award. The calculation will include all open DND 626 Task Authorizations and Tasks which have closed throughout the contract year which just ended. In order to obtain the incentive detailed in 2.4.1, the annual CPI must be above 1.10 for the contract year. If the annual CPI is below 0.90, the credit detailed in 2.4.2 will be applied.

- b. In order to calculate the SPI task budget, start and finish dates for all tasks must be baselined. Schedule Performance Index (SPI) is the Earned Value (EV) divided by Planned Value (PV). EV is the amount of the work that is actually completed in term of task budget. PV is the amount of the task that is supposed to have been completed in terms of the task budget. The EV and PV are calculated on a task-by-task basis and summed to determine the overall contract SPI. ($SPI = \text{Sum}(EV) / \text{Sum}(PV)$)
- c. Any change in scope that occurs will be taken into account and the revised proposal and task baseline will supersede prior proposals for the affected task.

Example of SPI calculation.

This example shows SPI for individual tasks and the resulting annual SPI. In this example, the annual SPI ($SPI = \text{Sum}(EV) / \text{Sum}(PV)$) is greater than 1.10 and will result in the incentive being paid. The term 'Budget' is defined as the value of the DND 626 Task Authorization. The term '% Schedule' refers to the amount of time lapsed in the DND 626 Authorization divided by the length of the DND 626 Task Authorization.

ID	Task	Start date	End Date	Budget	% Schedule	EV	PV	SPI
1.1	Task 1	Nov 18	Oct 19	\$2,000K	50%	\$1,500K	\$1,000K	1.50
1.2	task 2	Nov 18	Oct 19	\$4,000K	60%	\$2,500K	\$2,400K	1.04
1.3	Task 3	Jan 19	May 19	\$1,000K	80%	\$800K	\$800K	1.00
1.4	Task 4	Jan 19	Oct 19	\$3,000K	40%	\$1,500K	\$1,200K	1.25
1.5	Task 5	Apr 19	Sep 19	\$1,000K	30%	\$200K	\$300K	0.66
TOTAL: Annual SPI				\$11,000K		\$6,500K	\$5,700K	1.14

- d. **Problem Management.** The contract Problem Management Service Level Agreement is set at paragraph 4.7 of Annex A. When this requirement is met at a rate that is above 90% throughout the contract year, the Contractor will be eligible for the Core Management Incentive Payment identified at paragraph 2.4.1. When the Contractor does not meet this requirement a minimum of 80% of the time, the Contractor will be subject to the credit identified at paragraph 2.4.2. The calculation will include all closed problem reports approved by DND in the contract year for which they were processed and closed by DND. The final score will be rounded to two decimal points.

Example of Problem Management Calculation:

In each of the 3 scenarios below, a total of 150 Problem Reports have been reported through the contract year. In scenario 1, 140 problems have been processed and closed by DND on time resulting in a score of 93% and the incentive being paid. In scenario 2, 125 problems have been processed and closed by DND on time resulting in a score of 83% and no incentive nor credit being applied (neutral case). In scenario 3, only 115 problems have been processed and closed by DND on time resulting in a score of 77% and the credit

being applied.				
Scenario	Problem Reports	Processed & Closed by DND on time	Score	Eligible for incentive/Credit
1	150	140	0.93	Incentive
2	150	125	0.83	Neither
3	150	115	0.77	Credit

- e. **Incident Management.** The contract Incident Management Service Level Agreement set in paragraph 4.8 of Annex A. When this requirement is met at a rate that is above 90% throughout the contract year, the Contractor will be eligible for the Core Management Incentive Payment identified at paragraph 2.4.1. When the Contractor does not meet this requirement a minimum of 80% of the time, the Contractor will be subject to the credit identified at paragraph 2.4.2. The calculation will include all closed incident reports approved by DND in the contract year for which they were processed and closed by DND. The final score will be rounded to two decimal points.

Example of Incident Management Calculation:				
In each of the 3 scenarios below, a total of 150 Incident Reports have been reported through the contract year. In scenario 1, 140 incidents have been processed and closed by DND on time resulting in a score of 93% and the incentive being paid. In scenario 2, 125 incidents have been processed and closed by DND on time resulting in a score of 83% and no incentive nor credit is being applied (neutral case). In scenario 3, only 115 incidents have been processed and closed by DND on time resulting in a score of 77% and the credit being applied.				
Scenario	Incident Reports	Processed & Closed by DND on time	Score	Eligible for incentive/Credit
1	150	140	0.93	Incentive
2	150	125	0.83	Neither
3	150	115	0.77	Credit

- f. **Problem Resolution Index.** The Problem Resolution Index (PRI) is a measure of the System maturity for Configuration Items that are mature and available to the user community for validation and use. A problem is deemed valid, for PRI calculation, if its resolution is the responsibility of a single OEM. A problem is deemed resolved when it reaches the OEM verification stage and is as agreed to by DND, meaning it is ready for OEM verification testing¹. In order to obtain the incentive detailed in 2.4.1, the annual

¹ A problem may be in OEM resolution for an extended period awaiting resolution of a separate blocking problem assigned to another OEM. For the purpose of KPI measurement a problem in OEM verification stage even if blocked is deemed resolved for the PRI calculation.

PRI must be above 0.90 for the contract year. If the annual CPI is below 0.80, the credit detailed in 2.4.2 will be applied. The PRI is measured by dividing the number of closed problems during the contract year by the number of new problems identified during the contract year by priority and then adding the result by priority based on a weight of 3 for priority 1, 2 for priority 2 and 1 for priority 3 on an annual basis and then dividing the total by 6. A positive offset of 1 is applied to the number of problem report open or closed to avoid the numerator or denominator to be 0 ($PRI = (3 \times (Pri\ 1\ closed + 1) / (Pri\ 1\ Open + 1) + 2 \times (Pri\ 2\ closed + 1) / (Pri\ 2\ Open + 1) + 1 \times (Pri\ 3\ closed + 1) / (Pri\ 3\ Open + 1)) / 6$). The calculation will include all problem reports identified in the contract year. The final scores will be rounded to two decimal points.

Example of Incident Management Calculation:							
Scenario	PRI	Weight (A)	Closed PRIs (B)	Opened PRIs (C)	Score (A*B/C)	Sum of Scores for Pri 1, 2 & 3 / 6	Eligible for incentive/Credit
1	1	3	10	14	2.14	0.79	Credit
	2	2	30	35	1.71		
	3	1	50	55	0.91		
2	1	3	10	11	2.72	0.88	Neither
	2	2	30	35	1.71		
	3	1	50	60	0.83		
3	1	3	10	10	3	1	Incentive
	2	2	30	30	2		
	3	1	50	50	1		

2.5 Task Authorizations

Payment for Task Costs will be made in accordance with Progress Payment provisions of the Contract. Canada will make monthly payments for Task Costs as follows:

- Labour charges for authorized Work pursuant to the Contract must be based on Firm Fixed Hourly Labour Rates, for the Contractor and their Team Members, as indicated in Table 2 below, Goods and Services Tax or Harmonized Sales Tax extra as applicable.
- Mark-up charges for authorized acquisition of hardware, system equipment and software (HW/SE/SW), the Contractor will be paid for its cost reasonably and properly incurred in the performance of the Work, plus a mark-up, in accordance with the Basis of Payment, Table 3, applicable taxes are extra.
- For authorized services of individuals with Specialized Knowledge (SK) & sub-contracted services other than Team Members, the Contractor will be paid for its cost reasonably and properly incurred in the performance of the Work, plus a mark-up, in accordance with the Basis of Payment, Table 4, applicable taxes are extra.

- d. The Contractor will be paid its authorized travel and living expenses, reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental allowances specified in Appendices B, C and D of the National Joint Council Travel Directive (<https://www.njc-cnm.gc.ca/directive/d10/en>) and with the other provisions of the directive referring to "travelers", rather than those referring to "employees". All travel must have prior authorization of the Technical Authority.

Table 2 – Firm Fixed Hourly Labour Rates

Personnel Rate Category	Contract Firm Fixed Hourly Labour Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
Sr. Software Project Manager	\$	\$	\$	\$	\$
Int. Software Project Manager	\$	\$	\$	\$	\$
Jr. Software Project Manager	\$	\$	\$	\$	\$
Sr. Software Systems Architect	\$	\$	\$	\$	\$
Int. Software Systems Architect	\$	\$	\$	\$	\$
Sr. Software Systems Engineer	\$	\$	\$	\$	\$
Int. Software Systems Engineer	\$	\$	\$	\$	\$
Jr. Software Systems Engineer	\$	\$	\$	\$	\$
Sr. Software Systems Specialist	\$	\$	\$	\$	\$
Int. Software Systems Specialist	\$	\$	\$	\$	\$
Jr. Software Systems Specialist	\$	\$	\$	\$	\$
Sr. Software Systems Requirements Analyst	\$	\$	\$	\$	\$
Int. Software Systems Requirements Analyst	\$	\$	\$	\$	\$
Sr. Software Tester	\$	\$	\$	\$	\$
Int. Software Tester	\$	\$	\$	\$	\$
Jr. Software Tester	\$	\$	\$	\$	\$
Sr. Software Developer	\$	\$	\$	\$	\$
Int. Software Developer	\$	\$	\$	\$	\$
Jr. Software Developer	\$	\$	\$	\$	\$
Sr. Network Administrator	\$	\$	\$	\$	\$
Jr. Network Administrator	\$	\$	\$	\$	\$
Sr. Technical Writer	\$	\$	\$	\$	\$
Jr. Technical Writer	\$	\$	\$	\$	\$

Sr. Training Developer	\$	\$	\$	\$	\$
Jr. Training Developer	\$	\$	\$	\$	\$
Sr. Field Service Representative	\$	\$	\$	\$	\$

Table 3 – Acquisition of Hardware, System Equipment and Software Mark-up

Activity	Percentage Mark-up Year 1	Percentage Mark-up Year 2	Percentage Mark-up Year 3	Percentage Mark-up Year 4	Percentage Mark-up Year 5
Acquisition of hardware, system equipment and software (HW/SE/SW)	%	%	%	%	%

Table 4 – Specialized Knowledge (SK) and Sub-contracted Services Mark-up

Activity	Percentage Mark-up Year 1	Percentage Mark-up Year 2	Percentage Mark-up Year 3	Percentage Mark-up Year 4	Percentage Mark-up Year 5
Acquisition of SK & Sub-Contractors	%	%	%	%	%

2.5.1 Pricing Options

- a. **Firm Price:** For Task Authorizations, the Contractor must submit a "Firm Price" excluding travel and living expenses to the PA when the scope of Work is clearly understood by both parties and no changes are anticipated in the scope of the Work. Where a firm price has been established, the Contractor will be obliged to complete the Work for the specified firm price. The Contractor will be paid its authorized travel and living expenses, reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental allowances specified in Appendices B, C and D of the National Joint Council Travel Directive (<https://www.njc-cnm.gc.ca/directive/d10/en>) and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".
- b. **Ceiling Price:** Task Authorizations, the Contractor may submit a "Ceiling Price" quote excluding travel and living expenses to the PA when the scope of the Work cannot be clearly defined. The term Ceiling Price is the maximum price that is to be paid to the Contractor and beyond which the Contractor will not receive additional compensation for the defined Work and in return for which the Contractor is obligated to complete the Work. No additional funds will be made available. When the "Ceiling Price" approach is used both parties agree prior to the Work authorization that the price is subject to downward revision on completion of the task, based on the actual cost and verification of the actuals. The Contractor will be paid its authorized travel and living expenses, reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental allowances specified in Appendices B, C and D of the National Joint Council

Travel Directive (<https://www.njc-cnm.gc.ca/directive/d10/en>) and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".

- c. Limitation of Expenditure Price: When it is not possible for the Contractor to submit a "Firm Price" or a "Ceiling Price" as described above, the Contractor may submit a "Limitation of Expenditure" quote. The Contractor will be paid its authorized travel and living expenses, reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental allowances specified in Appendices B, C and D of the National Joint Council Travel Directive (<https://www.njc-cnm.gc.ca/directive/d10/en>) and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".
- d. The "Firm Price", "Ceiling Price" and/or the "Limitation of Expenditure" quote must be based on the rates in Canadian Funds. All proposed prices and cost estimates must be supported by a detailed cost breakdown.
- e. All amounts charged on a "Ceiling price" or "Limitation of Expenditure" basis must be subject to Government audit before or after payment of an invoice.
- f. When identified by DND, additional performance based methods including incentives may be applied directly to a DND 626 Task Authorization. This will be identified to the Contractor when the SOW is provided.

2.5.2 Task Subject to Limitation of Expenditure

For a task which is subject to a "Limitation of Expenditure" the Contractor must:

- a. monitor the cost of Work and advise the PA and the CA when 75% of the funds authorized for each task have been expended, and provide an estimate with backup support indicating if the remaining 25% will be sufficient to cover the balance of the Work forecasted for the task;
- b. if at any time during the Work it becomes evident to the Contractor that the authorized level of expenditure will be exceeded, the Contractor must immediately submit a written request for a Task Authorization Amendment in accordance with the Contract sub-article entitled "Tasking Authorization";
- c. when expenditures reach the authorized level of the DND 626, the Contractor must stop Work, notify the PA and await further written instructions from the PA and/or CA. Under no circumstances must the authorized level of the DND 626 be exceeded without prior written approval by the PA and/or CA; and
- d. the Contractor must not be obliged to perform any Work or provide any services that would cause the total liability of Canada to be exceeded without the prior written approval of the PA and/or CA in accordance with the Contract article entitled "Task authorization limit".

2.5.3 Task Completion/Closure Procedures

The Contractor must monitor all tasks issued under the Contract. If at any time the Contractor believes that a specific task has been completed or has been inactive for a period of at least one (1) month, the Contractor must proceed as follows to request closure:

- a. The Contractor must determine the final costs to Canada, itemized as necessary for each individual task being considered for closure.
- b. The Contractor must submit a letter to the PA (one copy each to Technical Authority and CA) requesting closure of the task with reference to reports or letters concerning the task as applicable.
- c. In cases where authorized funds were not all expended to complete specific tasks, these funds are considered returned to the Contract funding baseline for re-issuance/re-distribution as necessary.

2.5.4 Canada's Obligation – Portion of the Work – Task Authorizations

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

Canada reserves the right, at any time, to acquire the requested Work by other means including by selecting other suppliers. For example, Canada may decide to acquire the requested Work by other means when the Contractor provides a written proposal that has been rejected by Canada.

ANNEX C-SECURITY REQUIREMENT CHECKLIST



Government
of Canada

Gouvernement
du Canada

RECEIVED
SEP 13 2017

Contract Number / Numéro du contrat

W8486-184111

Security Classification / Classification de sécurité

UNCLASSIFIED

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

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

Security Classification / Classification de sécurité
UNCLASSIFIED



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat
W8486-184111

Security Classification / Classification de sécurité
UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité : ☒ No Non ☐ Yes Oui

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

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

Document Number / Numéro du document :

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

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

☒ RELIABILITY STATUS
COTE DE FIABILITÉ

☒ CONFIDENTIAL
CONFIDENTIEL

☒ SECRET
SECRET

☐ TOP SECRET
TRÈS SECRET

☐ TOP SECRET - SIGINT
TRÈS SECRET - SIGINT

☐ NATO CONFIDENTIAL
NATO CONFIDENTIEL

☒ NATO SECRET
NATO SECRET

☐ COSMIC TOP SECRET
COSMIC TRÈS SECRET

☐ SITE ACCESS
ACCÈS AUX EMPLACEMENTS

Special comments: See Security Classification Guide
Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☐ No Non ☒ Yes Oui
If Yes, will unscreened personnel be escorted: On DND premises unscreened pers. may only access public/reception zone
Dans l'affirmative, le personnel en question sera-t-il escorté? ☒ No Non ☐ Yes Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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

Security Classification / Classification de sécurité
UNCLASSIFIED



PART C (continued) / PARTIE C (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	Confidential Confidentiel	Secret	Top Secret Très Secret	NATO Restricted NATO Diffusion Restreinte	NATO Confidential	NATO Secret	COSMIC Top Secret COSMIC Très Secret	Protected Protégé			Confidential Confidentiel	Secret	Top Secret Très Secret
											A	B	C			
Information / Assets Renseignements / Biens	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media Support TI	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non ☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée.

12. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non ☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat
W8486-184111

Security Classification / Classification de sécurité
UNCLASSIFIED

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

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

Name (print) - Nom (en lettres moulées)

Col Gilbert Blais-Parent

Title - Titre

DLCSPM

Signature

Telephone no. - N° de téléphone

819-939-7672

Facsimile - Télécopieur

N/A

E-mail address - Adresse courriel

GILBERT.BLAIS-PARENT@forces.gc.ca

Date

12 June 2017

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

Name (print) - Nom (en lettres moulées)

Sasa Medjovic - DDSO - Industrial Security
Senior Security Analyst

Title - Titre

Signature

Telephone no. - N° de téléphone

Facsimile - Télécopieur

Tel: 613-996-0296

E-mail address - Adresse courriel

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

Date

2017-Aug-31

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

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

☐

No
Non

☒

Yes
Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)

Justin St Louis

Title - Titre

Procurement Officer,

Signature

Telephone no. - N° de téléphone

819-939-7404

Facsimile - Télécopieur

N/A

E-mail address - Adresse courriel

justin.stlouis@forces.gc.ca

Date

12 June 2017

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

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Telephone no. - N° de téléphone

Facsimile - Télécopieur

E-mail address - Adresse courriel

Date

08-Nov-2017

Jacques Saumur
Contract Security Officer, Contract Security Division
Jacques.Saumur@tpsgc-pwgsc.gc.ca
Tel/Tél - 613-948-1732 / Fax/Téléc - 613-954-4171

Security Classification / Classification de sécurité
UNCLASSIFIED

**Land C4ISR Transition Software Support Contract
(LTSSC)**

Industrial and Technological Benefits (ITB)

Terms and Conditions

TABLE OF CONTENTS

1. Definitions
2. Canada's ITB Objectives
3. Statement of Obligations
4. Annual reporting
5. Contract price changes
6. Overachievement of Commitments
7. Transaction types
8. Transaction eligibility criteria
9. Canadian content value (CCV)
10. Strategic plans
11. Pooling
12. Banking
13. Public communications
14. Information management
15. Transaction alterations
16. Verification and access to records
17. Conflict resolution
18. Remedies
19. Changes to the Plans
20. Responsibilities of the parties
21. Compliance with the *Lobbying Act*
22. Contingency and/or success fees
23. List of approved Eligible Donors

Appendices:

- A VP Commitments and Transactions
- B Transaction sheet – template
- C Annual Report - template
- D IF business plan - template
- E Defence Sector definitions

1. DEFINITIONS

1.1. Defined terms not otherwise defined in this document have the meaning given to them in the Contract. For the purpose of these ITB Terms and Conditions, unless the context otherwise requires, the following definitions apply:

1.1.1. **"Achievement Period"** means the period commencing on 09 February 2017 and ending seven (7) years after the Effective Date of the Contract;

1.1.2. **"Allowable Investment"** – For cash contributions, an Allowable Investment means a payment to, or a purchase of non-controlling common or preferred shares of, a Canadian Company. It does not include either the purchase of debentures or a repayable loan. For in-kind contributions, an Allowable Investment means a license for Intellectual Property (authorization to use the licensed material); equipment (equipment, software or systems to develop new or improved goods or services); knowledge transfer (lending of an employee to provide technical or managerial know-how); or, marketing and sales support (lending of an employee to undertake marketing/sales activities and share market intelligence; or, a license for brand or trademarks);

1.1.3. **"Canadian Company"** means a commercial enterprise that is incorporated pursuant to the laws of Canada and which has ongoing business activities in Canada;

1.1.4. **"Capitalization"** means the total value of a company's issued shares plus the value associated with instruments which can be converted into shares. For publicly traded companies, this is equal to the total number of issued shares multiplied by the market price plus the equity portion of any derivative instrument according to Canadian generally accepted accounting principles. For privately held companies, this is equal to the total number of issued shares multiplied by the most recent price at which they were sold plus the equity portion of any derivative instrument according to Canadian generally accepted accounting principles;

1.1.5. **"Commercialization Activity"** means a process through which economic value is extracted from knowledge through the production and sale of new or significantly improved goods and services. It can also include advertising, sales promotion and other marketing activities. Specific commercialization activities consist of: business and market planning; project feasibility studies; identifying customer needs; market engagement and testing; profitability analysis and financing; and, launch advertising;

1.1.6. **"Commitment(s)"** means the Contractor's specific undertakings related to its Value Proposition (VP) activities, its Plans and its Transactions, as referenced in Appendix A;

1.1.7. **"Credit"** means the amount attributed to a Transaction, measured in Canadian

content value (CCV), that has been achieved in whole or in part, as confirmed by written notice from the ITB Authority. All Transactions are subject to annual reporting and verification before Credit is awarded;

- 1.1.8. **“Defence Sector”** means businesses engaged in the manufacture and delivery of products and services for use in government defence and security applications including: i) primarily land-based, or man-portable or non-platform specific electro-optical, radar and sonar and other sensor/information collection systems, and fire control, warning and countermeasures systems and related components; ii) primarily land based, man portable or non-platform specific communications and navigation systems and other information systems including processing and dissemination, software, electronics and components; iii) simulation systems for land vehicles or ground-based systems, all as more particularly described in Appendix E;
- 1.1.9. **“Designated Regions of Canada”** means the following regions which have been designated by the government of Canada for socio-economic purposes: the Atlantic Region (consisting of the provinces of Newfoundland and Labrador, Prince Edward Island, New Brunswick and Nova Scotia); the Quebec Region (consisting of the province of Quebec); the Northern Ontario Region (consisting of that part of the province of Ontario north of and including Nipissing and Parry Sound Districts); the Southern Ontario Region (consisting of that part of the province of Ontario south of Nipissing and Parry Sound Districts); the Western Region (consisting of the provinces of Manitoba, Alberta, Saskatchewan, and British Columbia); and, the Northern Region (consisting of the territories of Yukon, Northwest Territories and Nunavut);
- 1.1.10. **“Direct Transaction”** means a Transaction that is entered into for the performance of any part of the Work (as detailed in Annex A or in the Task Authorization Form 626);
- 1.1.11. **“Eligible Donor”** means the parent corporation of the Contractor, and all of the parent’s subsidiaries, divisions and subdivisions; and, the Contractor’s Tier-One suppliers related to the performance of the Work, their respective parent corporations and all of the parent’s subsidiaries, divisions and subdivisions. See Article 8.1.4.
- 1.1.12. **“Grouped Transaction”** means a Direct Transaction that has more than one Recipient. Grouped Transactions will only include activities involving Canadian suppliers with similar characteristics of product, size and/or region, specify regional and Small and Medium Business content, and will have a total Canadian content value (CCV) of not more than 10 percent of the Obligation contained in Article 3.1.1;
- 1.1.13. **“Indirect Transaction”** means a Transaction that is entered into for a business activity not related to the performance of any part of the Work under this

Contract;

- 1.1.14. **"In-Kind Valuation"** means a valuation report, which is satisfactory to the ITB Authority, provided by a qualified party who possesses a professional designation related to business valuation or similar area of expertise. Valuation reports will contain (a) a statement from the qualified party regarding its expertise and adherence with the standards of its professional designation; and (b) a detailed valuation of the proposed in-kind contribution, including supporting assumptions. The Contractor or Eligible Donor will assume all costs associated with obtaining the In-Kind Valuation report;
- 1.1.15. **"Intellectual Property" or "IP"** means, for the purposes of these Terms and Conditions, all patents, inventions, trade-marks, copyrights, industrial designs, trade secrets, technical information and other intellectual property belonging to or licensed to a company;
- 1.1.16. **"ITB Authority"** means the Minister of Innovation, Science and Economic Development or any other person designated by that Minister to act on the Minister's behalf. The ITB Authority is responsible for evaluating, accepting, monitoring, verifying and crediting ITB, and for assessing the Contractor's ITB performance under these Terms and Conditions;
- 1.1.17. **"Obligation"** means each of the contractual Obligations that the Contractor must meet, as set forth in Article 3, which are collectively referred to as the Obligations;
- 1.1.18. **"Overachievement"** means the amount by which the Contractor's Credits, awarded on a Transaction during the Achievement Period, are greater than the original value for that Transaction;
- 1.1.19. **"Plans"** means the Plans prepared by the Contractor, that is the company business plan, the ITB management plan, the regional development plan, and the small and medium business development plan, all dated XXX and all bearing reference number XXX;
- 1.1.20. **"Post-Secondary Institution"** means an institution or other organizational entity in Canada involved in developing and delivering formal education activities and in awarding academic credentials to people for whom the normal entrance requirement is high school completion. The institution should be available to the general public, be recognized by a province or the Canada Student Loans Program, and offer programs leading to degrees and diplomas that are recognized by the academic community in Canada;
- 1.1.21. **"Proposal" or "Bid"** means the bid proposal submitted by the Contractor on (date) bearing reference number (xxx);

- 1.1.22. **“Public Research Institution”** means a federal or provincial organization in Canada that: is engaged in research, research training and related activities in Canada; has as its primary goals the conduct of research, peer review, and the dissemination of results by way of publication, technology transfer or training; and, is funded primarily from public resources and has established processes, systems, procedures and controls to ensure achievement of public objectives;
- 1.1.23. **“Recipient”** means the Canadian Company or organization that receives, from the Contractor or an Eligible Donor, the commercial or business activity described in a Transaction.
- 1.1.24. **“Reporting Period”** means each twelve month period within the Achievement Period upon which the Contractor’s annual reporting will be based. Notwithstanding the foregoing, the first Reporting Period may include more than 12 months in that it commences on the first day of the Achievement Period and ends on the last day of the twelfth month after the Effective Date of the Contract. Subsequent Reporting Periods will follow in consecutive twelve month periods until one year after the end of the Achievement Period;
- 1.1.25. **“Research and Development (R&D) Activity”** means a scientific investigation that explores the development of new goods and services, new inputs into production, new methods of producing goods and services, or new ways of operating and managing organizations, within the Defence Sector as described in Article 1.1.8. Specific R&D Activities consist of: standard test/measurement/analysis; test/measurement/analysis report; specific thermo-mechanical analysis methodology development projects; product/process design/engineering; customized product/process/ technology development project; related evaluation and feasibility studies; applied research projects for new product concepts, new technology platforms and new test/measurement/analysis; basic scientific research for creating better understanding and insights in new phenomena; research to advance scientific knowledge with or without a specific practical application in view; and, support work in engineering, design, operations research, mathematical analysis, computer programming, data collection, testing or research. R&D Activities exclude any work defined as a Direct Transaction, including but not limited to Technical Investigation and Engineering Support (TIES);
- 1.1.26. **“Semi-processed Goods”** means goods converted from their natural state of a raw material through the use of a specialized process into a state of readiness for use or assembly into a final product;
- 1.1.27. **“Shortfall”** means the amount by which the Contractor’s Credits, awarded on a Transaction during the Achievement Period, are less than the original value for that Transaction;
- 1.1.28. **“Small and Medium Business” or “SMB”** means a Canadian Company with

fewer than 250 full-time personnel as of the date of entering into a Transaction. Agents and distributors of foreign goods and services, as well as subsidiaries of the Contractor or an Eligible Donor on any contract with IRB/ITB obligations, do not qualify as SMB;

1.1.29. **“Tier One Supplier”** means a company that performs a specific portion of the Work directly for the Contractor, producing or servicing a major subassembly or major component that is installed or used in the platform or system being procured under this Contract;

1.1.30. **“Transaction”** means a commercial or business activity involving the Contractor or an Eligible Donor and a Recipient, that is carried out by means of a contract, sales agreement, license agreement, letter of agreement or other similar instrument in writing, and which has an identified dollar value. A Transaction meets all eligibility criteria, aligns with the Terms and Conditions with respect to valuation and Transaction types, and has been formally accepted as such in writing by the ITB Authority;

1.1.31. **“Value Proposition” or “VP”** means the portion of Commitments and Transactions, along with any other information, which was submitted in the Bid at the time of the Bid; and,

1.1.32. **“World Product Mandate”** means a purchase of goods or services from a Canadian Company where there is a long term supplier relationship between the Contractor or an Eligible Donor and the Canadian Company, pursuant to which the Canadian Company has been legally authorized to carry out and has sole responsibility for specific activities, including the design, development, manufacture and marketing related to the supply of products, components, modules or services destined for domestic and world markets.

2. CANADA’S ITB OBJECTIVES

2.1. Canada has responsibility to set in place programs and policies which ensure Canada’s significant investments in defence-related goods and services generate economic benefit to Canada that has long-term and high-value impacts on Canadian industry, and to establish ITB objectives which include:

2.1.1. the economic development and long-term sustainment of Canada’s Defence Sector, by maximizing the amount of business activities in Canada involving work directly on the procurement and work in the Defence Sector more broadly;

2.1.2. increased productivity and competitiveness among Canadian-based suppliers, through meaningful opportunities for growth and supply chain integration into major global systems suppliers;

2.1.3. strengthened innovation and R&D in Canada, that positions Canadian Companies

to move up the value chain, capture market opportunities and benefit from subsequent commercialization opportunities;

- 2.1.4. Canadian Company success in tapping traditional and non-traditional export markets that have been leveraged from the Project, sharing in long-term jobs and growth;
- 2.1.5. encouraging the participation of Canadian Companies in the Designated Regions of Canada, assisting with long-term quality improvements to their capability, capacity, international competitiveness and growth potential; and,
- 2.1.6. encouraging the participation of Canadian SMB as suppliers on major federal procurements and to increase their competitiveness and export market access.

3. STATEMENT OF OBLIGATIONS

3.1. The Contractor will by the end of the Achievement Period:

3.1.1. Achieve not less than 100 percent (*or the total value of all Transactions identified in the Contractor's Bid, whichever is higher*) of the Contract Price in CCV as Transactions, as specified in Appendix A, as updated from time to time.

3.1.2. Achieve the following Value Proposition Commitments:

3.1.2.1. Achieve not less than xx percent of the Contract Price (*to be inserted from the Contractor's Bid and not less than 70 percent*) in CCV as Direct Transactions;

3.1.2.2. Achieve not less than xx percent of the Contract Price (*to be inserted from the Contractor's Bid and not less than 1 percent*) in CCV as Transactions involving Research and Development Activities, specifically:

3.1.2.2.1. Achieve not less than xx percent of the Contract Price (*to be inserted from the Contractor's Bid*) in CCV as Transactions involving Research and Development Activities with Canadian Companies.

3.1.2.2.2. Achieve not less than xx percent of the Contract Price (*to be inserted from the Contractor's Bid*) in CCV as Transactions involving Research and Development Activities with Post-Secondary Institutions or Public Research Institutions;

3.1.2.3. Achieve not less than xx percent of the Contract Price (*to be inserted from the Contractor's Bid and not less than 10 percent*) in CCV for Small and Medium Business Transactions.

3.1.3. Achieve Transactions in the Designated Regions of Canada, as specified in

Appendix A and representing no less than the following:

[Note: Percentages below are calculated based on: CCV of Transactions identified in Bid, divided by the Total Evaluated Cost of Bid identified in the Bid. The percentages will not change over the life of the Contract, but their corresponding dollar value may change if there are changes to the Contract Price.]

- 3.1.3.2. Atlantic Region: xx percent;
- 3.1.3.3. Quebec Region: xx percent;
- 3.1.3.4. Northern Ontario Region: xx percent;
- 3.1.3.5. Southern Ontario Region: xx percent;
- 3.1.3.6. Western Region: xx percent; and
- 3.1.3.7. Northern Region: xx percent.

3.1.4. Submit to the ITB Authority proposed new Transactions along the following timeline:

3.1.4.2. At one (1) year following the Effective Date of Contract, such that the cumulative total of Transactions is not less than 60 percent of the Contract Price, including any exercised options, measured in CCV; and,

3.1.4.3. At three (3) years following the Effective Date of Contract, and for each additional contract option year exercised, such that the cumulative total of Transactions is not less than 100 percent of the Contract Price, including any exercised options, measured in CCV.

3.1.5. Carry out each and every Transaction as set out in the Transaction list attached at Appendix A, as amended from time to time.

3.1.6. The Contractor must achieve its Value Proposition Obligations in Article 3.1.2 on the following timeline:

3.1.6.2. At two (2) years following the date of the Contract award such that the cumulative achievements against Value Proposition Obligations total not less than 35 percent of total Value Proposition Obligations.

3.1.6.3. At four (4) years following the date of the Contract award such that the cumulative achievements against Value Proposition Obligations total not less than 75 percent of total Value Proposition Obligations.

3.1.6.4. By the end of the Achievement Period such that the cumulative achievements against Value Proposition Obligations total not less than 100 percent of total Value Proposition Obligations.

3.2. The Contractor will submit to the ITB Authority, through the Contracting Authority,

annual reports describing the performance achieved during each Reporting Period. These reports will be submitted sixty (60) calendar days after the end of each Reporting Period. The Contractor will use the format and electronic template provided by the ITB Authority, as outlined in Article 4 (Annual Reporting).

- 3.2.2. As evidence of the achievement of the Obligations and compliance with the *Lobbying Act*, the Contractor will provide, appended to the annual report, a certificate of compliance, in the form provided in Appendix C, signed by the senior company Comptroller in respect of the Transactions for which there was activity in that Reporting Period. This certificate of compliance also applies to those achievements and activities of Eligible Donors.

4. ANNUAL REPORTING

- 4.1. Each annual report will consist of five parts, as outlined below, using the template attached in Appendix C.

- 4.1.1. Part A must include:

- 4.1.1.1. Overview and status of the work on the Project:

- A high level overview of the work performed on the Project during the Reporting Period, including major highlights and schedule changes.

- 4.1.1.2. Progress Payments:

- A list of all the progress payment claims that have been submitted to the Contracting Authority for Work completed since the Effective Date of the Contract, broken down by Reporting Period and including the amount, date submitted and payment status.

- 4.1.1.3. Plans:

- A description of any substantive changes to the Plans, including changes to company officials responsible for administering the Obligation.

- 4.1.1.4. Value Proposition Overview:

- A detailed overview of each of the Contractor's VP Commitments, the related activities during the Reporting Period and a cumulative summary of the achievement status of each.

- 4.1.2. Part B must include, for each Transaction being reported:

- 4.1.2.1. An update on any changes to details, such as the CCV percentage or Recipient contact information;

- 4.1.2.2. A description of significant achievements and activities, particularly those associated with Transactions involving multipliers; and

- 4.1.2.3. A description of any delays, problems or achievement Shortfalls, along with a plan of action to resolve them.
- 4.1.3. Part C must include, for each Transaction being reported:
 - 4.1.3.1. The CCV of the achievements claimed for the current Reporting Period.
- 4.1.4. Part D must include, for each Transaction reported:
 - 4.1.4.1. The CCV of the achievements claimed to date in all the Reporting Periods since the beginning of the Achievement Period.
- 4.1.5. Part E must include:
 - 4.1.5.1. SMB and regional development activities:
 - Overview and highlights of activities undertaken during the Reporting Period;
 - 4.1.5.2. New, changed or cancelled Transactions:
 - A list of Transactions which have been cancelled, added or substantially altered during the Reporting Period with the approval of the ITB Authority, and their status vis-à-vis Contract amendment; and
 - 4.1.5.3. A certificate of compliance related to the Contractor's achievements and compliance with the *Lobbying Act*, signed by the senior company comptroller in respect of the Transactions for which there was activity in that Reporting Period. This certificate of compliance also covers all achievements of Eligible Donors.

5. CONTRACT PRICE CHANGES

- 5.1. In the event that the Contract Price is increased or decreased, the Contractor's Obligations in Article 3.1 will correspondingly be either increased or decreased.
- 5.2. If the Contract Price increases after the third year following the Effective Date of the Contract, the Contractor will submit to the ITB Authority Transactions valued at 100 percent of the increase, measured in CCV, within one (1) year of the date of the increase.

6. OVERACHIEVEMENT OF COMMITMENTS

- 6.1. The Contractor may achieve Credits for any Transaction in excess of its original value. When an Overachievement occurs, it may be applied against a Shortfall on another Transaction in this Contract or towards meeting the identification

milestones in Article 3, as long as the relevant regional, SMB and VP Commitments are achieved. Applying an Overachievement requires the prior written approval of the ITB Authority.

7. TRANSACTION TYPES

- 7.1. Transactions may be Direct Transactions or Indirect Transactions.
- 7.2. Transactions may involve the purchase of goods or services from a Canadian supplier. These Transactions are valued for Credit by calculating the CCV of the purchases, in accordance with Article 9.
 - 7.2.1. **SMB Transactions:** A Transaction where an SMB is the Recipient, and the SMB's product or service has a CCV of at least seventy (70) percent, will have its Credit awarded as follows:
 - 7.2.1.1. the portion of the Transaction's CCV that is equal to or less than \$1,000,000 will be deemed to have 100 percent CCV for reporting and verification purposes;
 - 7.2.1.2. any portion of the Transaction's CCV that is over \$1,000,000 will use the actual CCV as calculated using Article 9.
 - 7.2.2. **World Product Mandate:** When an Indirect Transaction involves a World Product Mandate and where the CCV of the product is verified to be seventy (70) percent or greater, the CCV will be deemed to be 100 percent for reporting and verification purposes.
- 7.3. Transactions may also involve Allowable Investments within Canada.
 - 7.3.1. The full CCV of any Allowable Investment Transaction, including both the initial investment and any multiplied or future sales Credits, are part of the Obligations. If the Contractor fails to achieve an Allowable Investment Transaction, the full CCV of this Obligation at the multiplied value will be made up with other Transactions, as detailed in Article 15, Transaction alterations.
 - 7.3.2. The specific requirements and Credit valuation approaches for different types of Allowable Investment Transactions are outlined below.
 - 7.3.3. **Post-Secondary and Public Research Institution Transactions**
 - 7.3.3.1. A Transaction involving a contribution to a Post-Secondary or Public Research Institution will receive a Credit multiplier of five (5) if it involves: a cash contribution to a Post-Secondary Institution for research or the establishment of research chairs; a contribution to

advanced technology skill development at a Post-Secondary Institution; or, collaborative research undertaken with a Public Research Institution.

7.3.4. Consortium Transactions

7.3.4.1. A Transaction may involve an Allowable Investment to a consortium, which meets the following membership criteria:

- the Contractor or an Eligible Donor;
- a minimum of one (1) Canadian Company, and;
- a minimum of one (1) Post-Secondary Institution or Public Research Institution.

7.3.4.2. Valuation for Credit purposes:

7.3.4.2.1. An initial value will be calculated, and will be the sum of the following:

- the value of cash contributions from the Contractor or an Eligible Donor to the consortium; and, the value of cash contributions from other consortium members, up to a maximum value equal to that of the contribution of the Contractor or an Eligible Donor, which have been leveraged by the Contractor or Eligible Donor's participation in the consortium. The Contractor or Eligible Donor will demonstrate how its involvement contributed to the contributions of the other consortium members.

7.3.4.2.2. Once the initial value is established, it will be multiplied by five (5).

7.3.4.2.3. The value of any in-kind contributions would then be added, based on an In-Kind Valuation. In-kind contributions to a consortium are not eligible for the Credit multiplier.

7.3.4.2.4. The following will not be eligible for Credit:

- Any contribution made to the consortium by Post-Secondary Institutions or Public Research Institutions; and
- Any contribution made directly into the consortium by any level of government.

7.3.4.3. Other Criteria

7.3.4.3.1. The combined total investment of non-Canadian Companies in the consortium will not exceed fifty (50) percent of the

total investment in the consortium.

7.3.4.3.2. In cases where an Eligible Donor participates in the same consortium as the Contractor, separate transaction sheets will be submitted that describe the Contractor's and the Eligible Donor's individual contributions to the consortium. The Contractor and the Eligible Donor may only claim the Credits associated with the contributions that each has made or leveraged into the consortium.

7.3.5. Investment framework (IF) Transactions

7.3.5.1. A Transaction may involve a long-term and innovation-related contribution made directly to a Canadian SMB. IF Transactions will meet the following criteria:

- must be linked to Research and Development (R&D) Activities and/or Commercialization Activities in Canada;
- must be undertaken by the Contractor or an Eligible Donor with a Canadian SMB. For the purposes of the IF Transaction, the Contractor/Eligible Donor and Recipient cannot be the same company;
- must meet the Transaction eligibility criteria, as outlined in Article 8;
- must be an Allowable Investment;
- must have a duration of at least five (5) continuous years, beginning at the date the investment is made; and,
- A business plan must be submitted to the ITB Authority, substantially in the form attached in Appendix D.

7.3.5.2. Credit valuation:

- Allowable Investments made in cash will be valued based on the actual amount of money that has been invested. In-kind investments will be subject to an In-Kind Valuation.
- The following Credit multipliers will be applied to the value of the Allowable Investment:
 - Cash for R&D Activities or license for IP – nine (9)
 - Cash to purchase, or in-kind transfer of, equipment – seven (7)
 - In-kind transfer of knowledge and/or marketing/sales support – four (4)

7.3.5.2.1. The total issued Credits associated with an IF Transaction will not exceed twenty-five (25) percent of the Obligation, specified in Article 3.1.1.

7.3.5.3. Timeline for Credit award:

- 50 percent of Credits will be awarded once the Allowable Investment is made according to the business plan, then reported to and verified by the ITB Authority. The remaining 50 percent of Credits will be apportioned over the remaining years of the Transaction, as annual reporting requirements are achieved.
- The entire investment must remain with the SMB for at least five (5) continuous years and be used for the purposes outlined in the business plan in order for Credit to be awarded each year.

7.3.6. General investments

7.3.6.1. Transactions may take the form of a general Allowable Investment to a Canadian Company for its business purposes.

7.3.6.2. Valuation for Credit purposes:

7.3.6.2.1. Credit is based on the CCV of future sales achieved by the Recipient as a result of the Allowable Investment.

- Eligible future sales are limited to work that is not associated with this Contract and to work that is not counted for Industrial and Regional Benefits (IRB) or ITB credit on any other contract or agreement.
- Eligible future sales will be pro-rated by multiplying the resulting future sales by the ratio of the Contractor's Allowable Investment in the Recipient, relative to either: i) the Recipient's Capitalization at the time the investment was made (in cases of purchase of non-controlling shares); or ii) the combined total contributions made by all parties in the activity (in all other cases).

7.3.6.2.2. In the case of a cash Allowable Investment, the value of the Allowable Investment itself will also be credited, once the Recipient's future sales achievement surpasses the amount of the Allowable Investment.

7.3.6.2.2.1. In the case of an in-kind Allowable Investment, the value of reasonable

transfer costs, as determined by the ITB Authority, will be credited once the Recipient's future sales achievement surpasses the amount of the costs. Reasonable transfer costs include training and infrastructure set-up to exploit the technology. The value of the in-kind Allowable Investment itself will not be credited.

7.3.6.3. The Allowable Investment will remain with the Canadian Company for a minimum of three (3) years, starting from the date the investment is placed with the Recipient. Failure to do so will result in the immediate deduction of all Credits for the Transaction.

7.3.6.4. The capital associated with the purchase of a Canadian Company that is considered a "going concern" is not an Allowable Investment for ITB Credit. If the investment is for a Canadian Company that is insolvent, or has initiated, or had initiated in respect of it, any proceeding seeking relief under any bankruptcy or insolvency law, or similar law affecting creditors' rights, then the investment can be considered for ITB purposes.

7.3.6.5. General Allowable Investments will be assessed as to whether they:

7.3.6.5.1. help provide a capability that does not already exist in Canada;

7.3.6.5.2. develop joint ventures with Canadian Companies that contribute to their long-term viability and increase sales; and,

7.3.6.5.3. do not result in overcapacity, shutdowns of existing companies or losses of prospective sales by existing companies in Canada.

7.3.6.6. In-kind contributions related to technology and skills transfer will involve technology and skills that are proprietary, current, complete and exploitable, with all required permits and assistance, sufficient to allow the Recipient to participate in the design, development and manufacture of products or processes and exploit domestic and foreign markets. The Contractor or Eligible Donor will make available, upon request by the ITB Authority, any licensing agreement with the Recipient.

7.3.7. Venture Capital Fund (VCF) Transactions

7.3.7.1. VCF Transactions involve those instances where the Contractor or an Eligible Donor provides funds to a VCF. A VCF is a pooled group of investments directed at assisting the growth of Canadian small businesses and is managed by an unrelated third party.

7.3.7.2. VCF criteria:

- A VCF is any organization which manages investments, such as but not limited to banks, trust companies, venture capital funds, and investment companies. A VCF must be both registered to do business as such and managed in Canada.
- A high percentage of a chosen VCF's investment activity will be with small businesses involved in the development, manufacture or commercialization of advanced technology products or services in one or more of the following sectors:
 - Life sciences (biotechnology, medical devices and pharmaceuticals);
 - Health;
 - Advanced materials;
 - Advanced manufacturing;
 - Environment;
 - Information and communications technologies; and,
 - Aerospace and defence.
- Canadian small businesses receiving the VCF investment will be privately held and have 50 employees or less in service based industries or 100 employees or less in manufacturing based industries at the commencement of the investment. In the event that a small business decides to make an initial public offering, no further Credit will be granted by the ITB Authority for that company within the VCF Transaction.
- Initial investments by the VCF manager, including co-investments, in eligible small businesses will not exceed \$1,000,000.

7.3.7.3. Valuation for Credit purposes:

- The Credit multiplier for VCF investments is five (5). Credit may be claimed for the initial contribution once the Contractor or Eligible Donor deposits it to the VCF. Credit for the remaining multiples may be claimed when the VCF manager assigns the funds to a Canadian small business as defined above.
- The VCF funds must remain with the Recipient for a minimum of three (3) years, starting from the date the funds are placed. Failure to do so will result in the immediate deduction of all Credits for the Transaction.
- The multiplied Credit related to VCF investments will not exceed 5 percent of the Obligation value in Article 3.1.1.

8. TRANSACTION ELIGIBILITY CRITERIA

8.1. Each proposed Transaction is assessed by the ITB Authority against all of the eligibility criteria outlined below:

8.1.1. **Causality** - each Transaction must be one which was brought about by either the Contractor or an Eligible Donor, due in part to a current or anticipated ITB or Industrial and Regional Benefit (IRB) obligation to Canada. It will not be one which probably would have been entered into if an obligation had not existed or been anticipated. Causality may be demonstrated to a specific project or more broadly to a company's obligations in general.

8.1.1.1. The Contractor or an Eligible Donor must demonstrate causality by providing a detailed statement on causality using the space provided in the transaction sheet template attached at Appendix B. The statement will outline the steps and timelines involved in its decision about a business activity and clearly show the link between the steps and decision on that business activity and Canada's IRB/ITB policy.

8.1.1.2. The Contractor or an Eligible Donor must also provide evidence that will certify causality, in support of its detailed statement referred to in Article 8.1.1.1. A certification template is found in Appendix B.

8.1.2. **Timing** - Transactions will be implemented within the Achievement Period.

8.1.2.1. Transactions that are identified after the Effective Date of the Contract must only involve work occurring after the date that the Transaction was proposed to the ITB Authority.

8.1.3. **Incrementality** – Transactions will involve new work in Canada.

8.1.3.1. Should an Indirect Transaction involve the purchase of goods or services from an existing Canadian supplier to the Contractor or an Eligible Donor, the incremental method of calculating the Credits will apply, as follows:

- A three-year average of previous purchases is calculated, based on the three years immediately preceding the date that the Transaction was proposed to the ITB Authority; and,
- Credit will be awarded only for the amounts which exceed the three year average, in each of the Reporting Periods.

8.1.3.2. The incremental method of calculation outlined in Article 8.1.3.1 does **not** apply in cases where the product or service being purchased in the Transaction:

- involves a Direct Transaction;
- is substantially different than what was previously purchased;
- involves a different end use (market sale, application, etc) for what was previously purchased; or,
- follows a competitive process to re-select the Canadian supplier.

8.1.3.3. The Contractor or an Eligible Donor will demonstrate incrementality by providing a statement on incrementality for every proposed Indirect Transaction, using the template attached at Appendix B. The Contractor or an Eligible Donor will also provide supporting evidence of incrementality as indicated in the template.

8.1.4. **Eligible Donor** - Transactions will be undertaken by the Contractor or an Eligible Donor.

8.1.4.1. For proposed Eligible Donors that are Canadian Companies with less than 500 employees, the Canadian Company will certify that it understands and has the capacity to undertake Obligations with respect to this Contract. Capacity includes factors such as: company size, product offerings, market conditions, corporate ownership, management processes, and level of Canadian content. A certification template is attached in Appendix B. For Transactions proposed after the Effective Date of the Contract, Contractors must clearly demonstrate that the Canadian Company has the capacity to undertake ITB Obligations with respect to this Contract and the ITB Authority may seek additional information confirming Canadian Company capacity.

8.1.4.2. The Contractor, and not the Eligible Donors, will be fully responsible to Canada for all Obligations related to this Contract, regardless of any subcontracting arrangements with Eligible Donors.

8.1.4.3. The Contractor shall include in the subcontract with each Eligible Donor the consents, authorities and approvals that it requires to meet its obligations under these Terms and Conditions.

8.1.4.4. A list of approved Eligible Donors for the Contract is found in Article 23.

8.1.5. **Other Eligibility Criteria –**

8.1.5.1. Transaction Recipient – Transactions will have one Recipient, unless it is a Grouped Transaction. Government organizations cannot be Recipients, unless it is a Public Research Institution.

8.1.5.2. Level of Technology – Indirect Transactions will involve a level of technology that is the same or higher than that of the Project, with

applications in Canadian advanced technology industries.

8.1.5.3. CCV – Indirect Transactions will have a CCV of no less than 30 percent of the total value of the Transaction.

8.1.5.4. Alignment with policy features – Transactions will comply with any specific criteria and valuation features outlined within these Terms and Conditions.

8.2. The ITB Authority will assess eligibility prior to a proposed Transaction becoming an Obligation in the Contract. Contractors should note that all Transactions are subject to annual reporting and verification before Credits are confirmed.

8.3. Failure to provide the information and certifications outlined in the above articles may result in a proposed Transaction being rejected. Further, the provision of this information and certification should not be seen as limiting the discretion of the ITB Authority in any decisions related to the eligibility of proposed Transactions.

9. CANADIAN CONTENT VALUE (CCV)

9.1. CCV is that portion of the value of a product or service that involves Canadian costs. For the purposes of valuing Transactions and their associated Credits, only the CCV of a Canadian Company's product or service is counted. The CCV of a Transaction is determined by using either the net selling price method or the cost aggregate method.

9.1.1. Net selling price method: This method is used when a product or service included in a Transaction has a substantiated selling price. This method of calculating CCV is as follows:

9.1.1.1. Begin with the total selling price of the product or service;

9.1.1.2. Minus the applicable customs duties, excise taxes, Goods and Services Taxes (GST), Harmonized Sales Taxes (HST) and all provincial sales taxes; and,

9.1.1.3. Minus any ineligible costs, as detailed in Article 9.2.

9.1.1.4. The remaining value is the CCV.

9.1.2. Cost aggregate method: This method is used where a product or service contained in a Transaction cannot be assigned a substantiated selling price (i.e. in-house production). This method of calculating CCV is the aggregate of the following items:

9.1.2.1. the cost of parts produced in Canada and the cost of materials, to the extent that they are of Canadian origin, that are incorporated in the product in the factory of the manufacturer in Canada;

- 9.1.2.2. the cost of parts or materials of Canadian origin, in that they have been exported from Canada and subsequently imported into Canada as parts or finished goods;
- 9.1.2.3. transportation costs, including insurance charges, incurred in transporting parts and materials from a Canadian supplier or frontier port of entry to the factory of the manufacturer in Canada for incorporation in the product, to the extent that such costs are not included in the foregoing paragraph; and
- 9.1.2.4. such part of the following costs, as are reasonably attributable to the production or implementation of the product, service or activity:
- wages and salaries paid for direct and indirect production and non-production labour, paid to employees residing and working in Canada, who are Canadians or permanent residents, as defined in the *Immigration and Refugee Protection Act 2001*, c.27;
 - materials of Canadian origin used in the work but not incorporated in the final products;
 - utilities paid in Canada, such as light, heat, power and water;
 - workers compensation, employment insurance and group insurance premiums, pension contributions and similar expenses incurred with respect to wages and salaries of Canadians or permanent residents referred to above;
 - taxes on land and buildings in Canada;
 - fire and other insurance premiums relative to the production plant, its equipment and production inventories, paid to a company authorized by the laws of Canada or any province to carry on business in Canada or such province;
 - rental for factory or office premises in Canada paid to a registered owner in Canada;
 - maintenance and repairs that are executed in Canada to buildings, machinery and equipment used for production purposes;
 - tools, dies, jigs, fixtures and other similar plant equipment items of a non-permanent nature that have been designed, developed or manufactured in Canada;

- engineering and professional services, experimental work and product or process development work executed and completed in Canada by Canadians or permanent residents;
- Research and Development Activities performed in Canada;
- miscellaneous factory and office expenses paid in Canada, such as: administrative and general expenses; depreciation with respect to production machinery and permanent plant equipment and the installation costs of such machinery and equipment; and, a capital allowance not exceeding five (5) percent of the total capital outlay incurred for buildings in Canada owned by the producer of the work;
- travel expenses, including Canadian carriers, accommodations and meals, for travel by Canadians or permanent residents that are specifically associated with Direct Transactions in the Contract;
- fees paid for services performed by Canadians or permanent residents in Canada not elsewhere specified; and
- pre-tax net profit upon which Canadian taxes are paid or are payable.

9.2. Costs or business activities that are ineligible for Credit:

- 9.2.1. the value of materials, labour and services imported into Canada;
- 9.2.2. in the case of an Indirect Transaction, the value of raw materials and Semi-processed Goods exported from Canada;
- 9.2.3. the value of any remuneration, living costs, travel expenses and relocation costs paid to non-Canadians for work on the Project;
- 9.2.4. the amount of all Excise Taxes, Import Duties, Federal and Provincial Sales Taxes, Goods and Services Taxes, Harmonized Sales Taxes and other duties;
- 9.2.5. the value of any royalties and license fees paid by the Contractor or an Eligible Donor to a person, company or entity outside of Canada;
- 9.2.6. the value of goods and services with respect to which Credits have been received or are being claimed by the Contractor or an Eligible Donor as a Transaction to Canada under any other obligation or agreement;
- 9.2.7. any proposal or bid preparations costs;
- 9.2.8. all transportation or travel costs not covered under Articles 9.1.2.3 or 9.1.2.4;

- 9.2.9. the cost of government furnished equipment (equipment supplied by Canada to be used in the production process; for example, tooling, jigs, dies, production equipment);
- 9.2.10. license fees paid by the Recipient and any on-going royalty payments;
- 9.2.11. Transactions claimed by a Contractor that pertain to its influence or that of an Eligible Donor over any country's purchasing agent/department;
- 9.2.12. interest costs associated with letters of credit or other financial instruments to support Transactions;
- 9.2.13. fees paid to lobbyists (as per the *Lobbying Act*); and
- 9.2.14. fees paid to third-party consultants or agents for work related to obtaining Credit against this Contract. This includes, but is not limited to: providing advice on the ITB/IRB policy; preparation of proposed Transactions and/or reports; representing the interests of the Contractor to the ITB Authority; and/or searching for potential Recipients.

10. STRATEGIC PLANS

- 10.1. Contractors are encouraged to address their ITB obligations in a strategic manner, considering how the Contractor's broad corporate plans and vision for Canada might translate in Transactions.
- 10.2. At the discretion of the ITB Authority, Contractors that hold IRB/ITB obligations in Canada may be asked to submit a strategic plan to the ITB Authority and to meet to review, discuss and/or update it.
- 10.3. The Contractor's strategic plan would include:
 - 10.3.1. A description of the Contractor's broad corporate plans and overarching strategic vision for Canada over the medium-term (3-5 years) and long-term (5+ years);
 - 10.3.2. How these corporate plans and vision may translate into Transactions;
 - 10.3.3. An overview of the Contractor's current and anticipated obligations to Canada; and,
 - 10.3.4. ITB partnerships with Eligible Donors and major suppliers.

11. POOLING

- 11.1. Pooling refers to the act of splitting the Credits achieved on a single Transaction and applying each portion to one of two or more obligations.

- 11.2. Pooled Transactions must meet the following criteria:
- 11.2.1. meet all of the Transaction eligibility criteria as described in Article 8;
 - 11.2.2. have a value of not less than \$50 million, measured in CCV; and
 - 11.2.3. have strategic and long term impacts on the Recipient, including but not limited to: R&D support; first purchase of innovative Canadian technologies; World Product Mandate; global value chain activities; consortia activities; Small and Medium Business activities; and/or technology advancement.
- 11.3. The Contractor must describe and document how any proposed transaction for pooling meets the criteria in Article 11.2.
- 11.4. A portion of a pooled Transaction may be applied to this Contract. The Contractor will report on the pooled Transaction through the annual reporting process and schedule agreed to with the ITB Authority at the time of pooled Transaction approval.
- 11.5. If a portion of a pooled Transaction originates in the bank and Credits have already been confirmed, the value of those Credits will transfer to this Contract, if the Eligible Donor criterion is met. In addition, any uncredited Transaction value, measured in CCV, will also be transferred to the Contract and be subject to the annual reporting and verification processes and the remedies in these Terms and Conditions.
- 11.6. Pooling guidelines are available on the ITB Website (www.canada.ca/itb).

12. BANKING

- 12.1. The Contractor may apply bank transactions to this Contract up to a total value of 50 percent of the Obligation cited in Article 3.1.1, measured in CCV.
- 12.2. Any bank transaction applied to this Contract, or portion thereof, will clearly state that it originated from the bank and be the same in description and details as the approved bank transaction. The bank transaction must meet the Eligible Donor criteria outlined in Article 8.1.4.
- 12.3. The Contractor may submit bank overachievements to the bank arising from Transactions in this Contract. For the purposes of banking, a bank overachievement is the amount of Credit achieved that exceeds the Obligation in Article 3.1.1 and where the Contractor has:
- 12.3.1. Completed its Obligations in Article 3.1.1 through 3.1.3 on the Contract, before the end of the Achievement Period;
 - 12.3.2. elected to continue business activities on selected Transactions and to continue its annual reporting process until the end of the Achievement Period; and,

12.3.3. applied to bank, within one (1) year after the final notification of Credits from the ITB Authority, those overachieved portions of the selected Transactions.

12.3.4. Apply to bank only those bank overachievements that:

12.3.4.1. Were achieved between the date of early completion of the Obligations and the end date of the Achievement Period.

12.3.4.2. Reflect the achievement of all portions of a pooled Transaction (if applicable).

12.4. With respect to any bank transaction involving a bank overachievement, the bank account holder is deemed to be the donor for the purposes of assessing the Eligible Donor criteria.

12.5. A bank transaction involving a bank overachievement, or any portion thereof, is not eligible to be re-banked at a later date as part of a subsequent bank overachievement.

12.6. Trading and/or transfer between companies of bank transactions is not permitted.

12.7. Banking guidelines are available on the ITB Website (www.canada.ca/itb).

13. PUBLIC COMMUNICATIONS

13.1. The Contractor, its Eligible Donors and/or Recipients are encouraged to be as transparent as possible regarding the Obligations, Commitments and specific Transactions, making them publicly available whenever possible.

13.2. The Contractor and the ITB Authority will jointly coordinate public communications related to the Transactions. The two parties will also collaborate to identify success stories associated with specific Transactions.

13.3. The Contractor consents to public announcements regarding the Project, made by or on behalf of the ITB Authority, which are related to Obligations, Commitments and Transactions. These announcements would include company names, general descriptions of the work being proposed and approximations of CCV. In these cases, the ITB Authority will make all reasonable efforts to ensure that the Contractor has the opportunity to participate in the announcement and/or the preparation of any related materials. The Contractor will obtain a similar consent from each of the Eligible Donors and Recipients.

13.4. The Contractor consents to allow the ITB Authority to publish and openly disclose the Contractor's track record in fulfilling its Obligations, in a manner that respects commercial confidentiality.

13.5. For all other public communications regarding the Transactions, drafts of announcements

and their publication schedule will be delivered by either party to the other as soon as is reasonably possible, but in any event prior to the proposed release date. Each party will make every effort to inform the other, and seek resolution of, any objections to the content or timing of a proposed announcement.

- 13.6. Nothing in this Article will be interpreted as preventing the fulfillment by any company involved in an Obligation or Transaction of its reporting obligations under applicable securities laws.

14. INFORMATION MANAGEMENT

- 14.1. It is understood and agreed that the Contractor will submit corporate and transactional business information to the ITB Authority in the implementation of these Terms and Conditions and/or through a strategic plan, some of which may contain information that is sensitive and confidential to the Contractor. The ITB Authority will ensure, to the best of its ability, that this information is protected, stored and used according to the Government of Canada's information management and security guidelines.
- 14.2. The Contractor agrees that the overall, aggregate information related to Obligations, Transactions and Credits is considered by the ITB Authority to be information available to Parliament and the public.
- 14.3. Subject to all applicable federal laws and processes, such as the *Access to Information Act*, the *Privacy Act* and the *Library and Archives of Canada Act*, the ITB Authority will not release or disclose outside the Government of Canada any of the Contractor's commercially confidential business information.
- 14.3.1. Data may be used by the ITB Authority for internal policy analysis purposes. Certain relevant information may also be shared, subject to applicable laws and processes, with other government organizations and agencies with whom the ITB Authority collaborates in the administration of the ITB policy.

15. TRANSACTION ALTERATIONS

- 15.1. The Contractor will not alter the Transactions listed in Appendix A unless:
- 15.1.1. the Contractor has submitted a proposal to the ITB Authority through the Contracting Authority, with respect to the alteration; and
- 15.1.2. the ITB Authority through the Contracting Authority has given written approval to the Contractor and requested the Contracting Authority to amend the Contract accordingly.
- 15.2. The Contractor may propose alterations to or substitutions for any of the Transaction(s) listed in Appendix A, and the ITB Authority may accept these requests provided that in the judgment of the ITB Authority:

- 15.2.1. the circumstances requiring the change are exceptional and likely to result in undue hardship upon the Contractor if a change is not made;
- 15.2.2. the Obligations in Article 3 of these Terms and Conditions are maintained;
- 15.2.3. the proposed alterations or substitutions meet the eligibility criteria stated in these Terms and Conditions;
- 15.2.4. the proposed substitute Transaction is not less than the Transaction to be replaced as to the level of technological sophistication of the work to be performed, the CCV, and the extent to which it meets the original Value Proposition Proposal submitted by the Contractor in its bid submission. For greater clarity, a Transaction in one VP evaluation criteria area must be replaced by a new Transaction under the same VP evaluation criteria area; and,
- 15.2.5. the proposed substitute Transaction would not have lowered the Contractor's VP score as determined in the original selection process.

15.3. Mutual Abatement and Trading

- 15.3.1. Mutual Abatement is the reduction of the Contractor's Obligation in exchange for the reduction of a Canadian Company's obligations to a foreign offset authority and is not permitted. Trading of Obligations, or of Credits, is also not permitted.
- 15.4. If, during the term of the Contract, a change in the Work is initiated by Canada which results in the Contractor no longer being able to source from a Canadian Company and, as a consequence, Obligations may not be met, the Contractor will immediately notify the ITB Authority through the Contracting Authority. The Contractor will fully describe the issue and provide all supporting data, including a complete record of attempts to purchase from Canadian sources and Canadian suppliers' responses, together with an analysis of specific technical, commercial or other factors which result in the inability to source from a Canadian Company. In such instances, the Obligations shall be reduced to the extent the CCV associated with the change differs from the CCV of the original Work. Notwithstanding the foregoing, the Obligation in Article 3.1.1 will remain.

16. VERIFICATION AND ACCESS TO RECORDS

- 16.1. The Contractor will implement the procedures and practices as described in the ITB Management Plan.
- 16.2. The Contractor will keep proper records and all documentation relating to the Transactions attached to this Contract, including invoices and proof of payments. The Contractor will not, without the prior written consent of the ITB Authority, dispose of any such records or documentation until the expiration of two (2) years after final payment under this Contract, until settlement of all outstanding claims and disputes, or

the end of the Achievement Period, whichever is later.

- 16.3. All such records and documentation will, during the aforementioned retention period, be open to verification, inspection and examination by the ITB Authority, through access at reasonable times, and within sixty (60) calendar days of being notified by the ITB Authority. The Contractor will obtain similar undertakings in the subcontracts of all Eligible Donors and arrange for the same in respect of work performed by such Eligible Donors for which ITB Credits are claimed.
- 16.4. Where, subsequent to the verification action taken pursuant to this Article, the ITB Authority determines that the records are insufficient to verify the Contractor's achievements in respect of any ITB Obligation or Commitment, the Contractor will provide such additional information as may be required by the ITB Authority.
- 16.5. Where it cannot be verified that a Transaction has been achieved as claimed, that portion of the Transaction which cannot be verified will be considered as not having been achieved and the ITB Authority will give notice to the Contractor of the Shortfall through the Contracting Authority.
- 16.6. If the ITB Authority determines that a significant deficiency in the Contractor's achievements exists such that the ITB Authority believes that the Contractor will not meet its Obligations, the ITB Authority may give, through the Contracting Authority, notice to the Contractor and request the Contractor to submit a proposal showing how the Contractor plans to correct the deficiency. The Contractor will submit its proposal within sixty (60) calendar days of receipt of such notice. If the proposal is not provided within this time period or is not acceptable to the ITB Authority, the ITB Authority may request the Contracting Authority to terminate the Contract.

17. CONFLICT RESOLUTION

- 17.1. The ITB Authority and the Contractor acknowledge that they have entered into a long-term relationship, with the goal that the Contractor achieves the Obligations and Commitments stated herein, delivers long-term economic benefits to Canada and carries out these Terms and Conditions.
- 17.2. Guiding this long-term relationship are common values and approaches, such as mutual accountability, open communication, mutual respect and effective collaboration. The relationship will involve officials at the project level (i.e. ITB and contract managers) and at the management level (i.e. Departmental and Executive officials). Discussions will be frequent and ongoing over the life of the Contract.
- 17.3. In the event that a disagreement arises between the ITB Authority and the Contractor regarding an ITB matter, each party will bring their concerns forward to the other for discussion and resolution. Parties are encouraged to raise concerns first at the project level. Should discussions at the project level fail to resolve the issue, the parties are then encouraged to engage at the management level.

18. REMEDIES

- 18.1. The long-term relationship between the Contractor and ITB Authority is supported by several processes aimed at promoting regular, ongoing engagement between the two parties. These processes include the Transaction identification schedule outlined in Article 3 and the annual reporting process outlined in Article 4. Taken together, these and other monitoring measures are aimed at encouraging positive engagement, use of best practices and the successful completion of the Contractor's Obligations in this Contract.
- 18.2. Notwithstanding the terms of this Contract that provide remedies in the event of default by the Contractor, one or more of the following remedies may be exercised in the event of default under these Terms and Conditions. Some or all remedies may apply, but combined will not exceed 10 percent of the overall Contract Price. In the event of a default by the Contractor of its obligations pursuant to these Terms and Conditions, the remedies contained in this Article are in addition to, and not in substitution for, any remedies provided elsewhere in the Contract.
- 18.3. Holdback/Stop Payment
- 18.3.1. If the Contractor has failed to meet any of its Obligations contained in Article 3.1.4 and 3.1.6 the ITB Authority will notify the Contractor in writing, through the Contracting Authority, of such deficiency and Canada may apply a holdback (the Holdback) from any claim for payment then due or payable under the Contract.
- 18.3.2. With respect to the Holdback, a cure period of sixty (60) calendar days (the Cure Period), beginning on the date of notification to the Contractor by the ITB Authority, will apply before the Holdback takes effect.
- 18.3.2.1. Within the Cure Period, the Contractor may take corrective action by providing to the ITB Authority a corrective action plan to remedy the deficiency. If the plan is accepted by the ITB Authority, no Holdback will be made.
- 18.3.2.2. If, after the Cure Period, the plan has not been delivered, or if delivered, has not been accepted pursuant to Article 18.3.2.1, then the following amounts of subsequent claims for payment will be withheld:
- For Obligations contained in Article 3.1.2, the Holdback will be equal to 20 percent of each deficiency; and
 - For all other Obligations, the Holdback will be equal to 10 percent of the greatest deficiency.
- 18.3.2.3. The Holdback will accrue until it reaches the amount of the deficiency, or

until the Contractor submits a plan that is approved by the ITB Authority, whichever occurs first.

18.3.3. The Holdback will be released progressively as the deficiency is extinguished. During the Holdback period, the ITB Authority will confirm the amount of Credits achieved and/or Transactions identified within a reasonable amount of time from when the claims or proposed Transactions are submitted by the Contractor. The corresponding amount of the Holdback will be released when the next payment under the Contract is made.

18.4. Liquidated Damages

18.4.1. If the Contractor fails to achieve any of the Obligations in Article 3.1.1, 3.1.3, and/or 3.1.5 by the end of the Achievement Period, after taking into account the provisions of Article 6, Canada may in its sole discretion elect to require the Contractor to pay to Canada as liquidated damages 10 percent of the total deficiency, less the amount of any Holdback.

18.4.1.1. In the event that a deficiency is comprised of more than one of the Obligations in Articles 3.1.1., 3.1.3, and 3.1.5, the Contractor will be liable only for the deficiency that arises under the Obligation that results in the highest liquidated damages.

18.4.2. If the Contractor fails achieve any of the VP Obligations in Article 3.1.2 by the end of the Achievement Period, after taking into account the provisions of Article 6, Canada may in its sole discretion require the Contractor to pay to Canada as liquidated damages 20 percent of the total deficiency, less the amount of any Holdback.

18.4.2.1. In the event that a deficiency is comprised of more than one of the Obligations in Articles 3.1.2 the Contractor will be liable in respect to Article 18.4.2 under all deficiencies on an additive basis.

18.4.3. The obligation of the Contractor to pay liquidated damages, if such obligation exists, pursuant to Article 18.4.1 or 18.4.2, will be triggered by notice by either the Minister or the Deputy Minister of Public Works and Government Services to the Contractor, stating that the Contractor is in default under the Contract for failure to achieve the identified Obligations within the Achievement Period and that Canada is demanding payment of liquidated damages in accordance with this Article.

18.5. Contract Termination

18.5.1. Default by the Contractor - In the event that this Contract is terminated for default pursuant to Section 29 of General Conditions 2035, the ITB Authority will notify the Contractor, and the Contractor will identify Transactions within 6 months of

the date of termination equal to 100 percent of the value of Contract Price.

18.5.1.1. The Contractor will then, within 60 days of the date of termination, in its sole discretion, elect either:

- To take action to achieve all identified Transactions within 2 years; or,
- To pay Canada as liquidated damages the amount calculated in accordance with Article 18.4, less the amount of any Holdback, after taking into account the provisions of Article 6.

18.5.1.2. For the purposes of Article 18.5.1.1, the amount of liquidated damages shall be calculated on the basis of the Contract Price. If the Contractor fails to identify the Transactions within the time period in Article 18.5.1, then the requirement to pay liquidated damages as set out in Article 18.5.1.1 shall apply.

18.5.1.3. The parties agree that Canada's right under Section 29 of General Conditions 2035 to terminate the Contract for default shall not apply to a failure to meet the Contractor's Obligations under these Terms and Conditions, unless the Contractor fails or neglects, within sixty (60) days of the ITB Authority's demand to do so, to satisfy any of the material Obligations listed below:

- Pay the liquidated damages amounts required by Article 18.4; and
- Satisfy its VP Obligations described in Article 3.1.2.

18.5.1.4. The Parties agree that: the obligations contained in Article 18.5.1.3 constitute material obligations under the Contract; and, the obligations contained in Article 18.5.1.1 shall survive termination of the Contract.

18.5.2. Termination for Convenience - In the event that this Contract is terminated for convenience pursuant to Section 30 of General Conditions 2035, the Contractor will have no further obligations and liabilities under these Terms and Conditions,, including any liabilities arising from VP Obligations. In the event of partial termination of the Contract under Section 30 of General Conditions 2035, the Contractor will be released from the terminated portions of the Obligations and from the provisions of Article 3 as it relates to such terminated portions.

18.6. Letter of Credit

18.6.1. In the event that the Contractor has not completed its Obligations at the time of completing the Work under the Contract and being entitled to receipt of the final progress payment from Canada, the Contractor may be required to provide to Canada a guarantee for completion of the Obligations prior to the expiration of the

Achievement Period in the form of a letter of credit. The letter of credit will be in the amount of monies that would be owing by way of liquidated damages should the Contractor not achieve any further Credits after the date of the final progress payment.

18.6.2. The letter of credit will be:

- issued by a financial institution which is a member of the Canadian Payment Association;
- in form and substance satisfactory to the ITB Authority;
- solely at the cost of the Contractor;
- abated as set forth below;
- unconditional and irrevocable; and,
- subject to the Uniform Customs and Practice for Documentary Credits, as set out in Publication No. 600, July 2007.

18.6.3. The letter of credit will remain in force until the earliest of:

- the achievement of the Obligations; and
- six months following the submission of the ensuing final annual report at which time the letter of credit will be abated in full and will be returned by Canada to the Contractor. Provided that, if the Obligations have not been achieved, Canada will draw down on the letter of credit in the amount of the outstanding Obligations prior to returning it to the Contractor.

18.6.4. The obligation of the financial institution to pay under the letter of credit will be triggered by notice executed by the Contracting Authority to the issuing bank, stating that the Contractor is in default under the Contract for failure to achieve the Obligations within the Achievement Period, that Canada has made a demand by notice for payment of liquidated damages in accordance with the liquidated damages articles and that the Contractor has failed to pay Canada such liquidated damages. No other event will trigger payment under the letter of credit.

18.7. The Contracting Authority in accordance with this Article, will have the right to holdback, drawback, deduct and set off from and against the monies owing at any time by Canada to the Contractor, any amounts owing under this Contract.

18.8. Nothing in this Article will be interpreted as limiting the rights and remedies which the Contracting Authority may otherwise have in relation to any breach of the Contract by the Contractor.

18.9. Actual damages which would be sustained by Canada in the event of a breach by the Contractor of the Obligations in this Contract would be commercially impracticable or extremely difficult to compute or ascertain and, therefore, the provisions for liquidated damages are agreed to be a fair and reasonable best estimate of such actual damages, and

the manner provided herein for the enforcement and collection of liquidated damages is agreed to be fair and reasonable.

19. CHANGES TO THE PLANS

- 19.1. The Contractor may propose revisions to the Plans. Any proposed revisions must be agreed to by the ITB Authority in writing. Revisions will be made by administrative amendment, executed by the Contracting Authority.

20. RESPONSIBILITIES OF THE PARTIES

- 20.1. The award of this Contract to the Contractor resulted from a procurement process in which the Contractor committed to fulfill the Obligations set out in Article 3, Statement of Obligations.
- 20.2. It is the responsibility of the Contractor to ensure that it can complete the Transactions and that these are not limited by applicable laws, regulations, policies or standards.

21. COMPLIANCE WITH THE *LOBBYING ACT*

- 21.1. The Contractor represents, warrants and undertakes that it and the Eligible Donors are and will remain in compliance with Canada's *Lobbying Act* with respect to these Terms and Conditions.

22. CONTINGENCY AND/OR SUCCESS FEES

- 22.1. The Contractor represents warrants and undertakes that neither it nor an Eligible Donor will make or agree to make any payment to an individual, company or entity that is contingent on the approval of Credit by the ITB Authority under these Terms and Conditions or upon the entity's success in arranging meetings with public office holders.
- 22.2. The ITB Authority acknowledges that the Contractor, for the purposes of making the representation and warranties in Articles 21.1 and 22.1 on behalf of the Eligible Donors, has relied on a representation provided by each of them to it.

23. LIST OF APPROVED ELIGIBLE DONORS

- 23.1. The Eligible Donors to this Contract include the companies and coordinates listed below:

[List to be included at contract award]

APPENDIX A – VALUE PROPOSITION COMMITMENTS, PLANS AND TRANSACTIONS

Value Proposition Commitments – to be referenced from Contractor’s Bid.

Plans – to be referenced from Contractor’s Bid

Transactions – a detailed list and tabular chart to be attached, based on the Contractor’s Bid and then updated throughout the Achievement Period.

Transaction # and Version	Title	Description	Donor	Recipient	CCV\$
					<i>Sub-totals for direct, indirect, regional, SMB and VP criteria</i>

APPENDIX B –TEMPLATE – TRANSACTION SHEET

(Electronic copy available on ITB website)

Industrial and Technological Benefits (ITB) Transaction Sheet

*Please complete the yellow highlighted areas.

Section 1: Transaction overview
Transaction title and number:
Date of submission to ITB Authority:
Tranche (1, 2, or 3):

Section 2: Contractor information
Canadian procurement project:
Company name:
ITB contact name:
Email:
Telephone:
Address:
City:
Province/state:
Country:
Postal/zip code:

Section 3: Donor information
Company name:
ITB contact name:
Email:
Telephone:
Address:
City:
Province/state:
Country:
Postal/zip code:
Description of core capabilities:
Tier level:
Number of employees:

Section 4: Recipient information
Company name:
ITB contact name:
Email:

Telephone:
Address:
City:
Province:
Country:
Postal code:
Description of core capabilities:
Description of transaction quality and impact on recipient:
Number of employees:
Small- and medium-sized business?
Tier level:

Section 5: Valuation and time phasing								
Total of transaction OR initial investment (as applicable):								
Multiplier (if applicable):								
Canadian Content Value (CCV) % of recipient:								
Estimated future sales (if applicable):								
CCV \$ of transaction:								
Commitment schedule:								
Period	Total CCV	SMB	Atlantic	Quebec	Ontario	N. Ontario	West	North
1								
2								
3								

Section 6: Transaction details		
Direct:		
Indirect:		
Pooled:		
Banked:		
Description of transaction:		
Value Proposition (VP) Activity:		
<input type="radio"/> Yes <input type="radio"/> No		
Direct:	<input type="radio"/> Yes	<input type="radio"/> No
R&D with Canadian Company:	<input type="radio"/> Yes	<input type="radio"/> No
R&D with Post-Secondary	<input type="radio"/> Yes	<input type="radio"/> No

Institutions or Public Research Institutions		
Small and Medium Business:	<input type="radio"/> Yes	<input type="radio"/> No
Justification for VP classification:		
Activity Type:		
Activity type:	<input type="radio"/> Consortium <input type="radio"/> Investment Framework <input type="radio"/> General investment – cash <input type="radio"/> General investment – in kind <input type="radio"/> Post-secondary investment <input type="radio"/> Purchase <input type="radio"/> Venture Capital Fund (VCF)	
NAICS categorizing type of business activity	Primary NAICS:	
	Secondary NAICS (optional):	
	Tertiary NAICS (optional):	
Section 6: Transaction details (Continued)		
Business activity type (Check ONE that applies best):		
Defence		
<input type="radio"/> Ammunition and Other Munitions <input type="radio"/> Missies and Rockets <input type="radio"/> Firearm and Other Weapons <input type="radio"/> Military Systems Deployed in Space, Space Launch Vehicles, Land-based Systems for the Operation, Command and Control of Space Launch Vehicles or Systems Deployed in Space and Related Components <input type="radio"/> Primarily Airborne Electro-Optical, Radar, Sonar and Other Sensor/Information Collection Systems, Fire Control, Warning and Countermeasures Systems and Related Components <input type="radio"/> Primarily Land-Based or Man-Portable Electro-Optical, Radar, Sonar and Other Sensor/Information Collection Systems; Fire Control, Warning and Countermeasures Systems and Related Components <input type="radio"/> Primarily Airborne Communications and Navigation Systems, and Other Information Systems (Including Processing and Dissemination), Software, Electronics and Components <input type="radio"/> Primarily Land-Based, Man-Portable or Non-Platform Specific Communications and Navigation Systems; and Other Information Systems (Including Processing and Dissemination), Software, Electronics and Components	<input type="radio"/> Naval Ship-Borne Mission Systems and Components <input type="radio"/> Naval Ships' Structural Elements, Platform Systems, Parts, & Components (EXCLUDES: Ship-borne Naval Mission Systems) <input type="radio"/> New Naval Vessels Constructed by Shipyards, and Naval Conversions <input type="radio"/> Naval Ship Maintenance, Repair and Overhaul <input type="radio"/> Combat Vehicles and Components <input type="radio"/> Combat Vehicles Maintenance, Repair & Overhaul <input type="radio"/> Military Aircraft Maintenance, Repair & Overhaul Services <input type="radio"/> Aircraft Fabrication, Structures and Components <input type="radio"/> Unmanned Aerial Systems/Vehicles (UAS/V) and Components <input type="radio"/> Simulation Systems for Aircraft <input type="radio"/> Simulation Systems for Naval Vessels <input type="radio"/> Simulation Systems for Land Vehicles or Other Applications <input type="radio"/> Military Training Services-Live, Virtual and Constructive (LVC) <input type="radio"/> Military Personal Protective Equipment, Load Carriage Systems and Operational Clothing	
	<input type="radio"/> Other (Please specify):	
Civil Aerospace		

<ul style="list-style-type: none"> ○ Aircraft (Fixed-Wing, Tilt, and Rotorcraft) ○ Aircraft Structures and Components ○ Unmanned Aerial Systems/Vehicles (UAS/V) ○ Landing Gear Systems and Components ○ Aircraft Propulsion Systems and Components ○ Airborne Avionics and Electronics Systems and Components ○ Simulation Equipment Systems and Components 	<ul style="list-style-type: none"> ○ Maintenance, Repair and Overhaul Services ○ Commercial Systems Deployed in Space, Space Launch Vehicles, Land-based Systems for the Operation, Command and Control of Space Launch Vehicles or Systems Deployed in Space, and Related Components ○ Government Non-Military Systems Deployed in Space, Space Launch Vehicles, Land-based Systems for the Operation, Command and Control of Space Launch Vehicles or Systems Deployed in Space and Related Components
	<ul style="list-style-type: none"> ○ Other Civil Aerospace (Please specify):
Civil and Commercial Marine	
<ul style="list-style-type: none"> ○ Shipbuilding, Ship Hulls and Structural Components ○ Ship Propulsion Systems, Electrical Power Systems and Related Components ○ Ship-borne Software, Sensors, Electronics, Navigation Systems, and Equipment Control Systems and Components ○ Ship Repair and Maintenance Services ○ Ship Design, Engineering and Related Professional Services 	<ul style="list-style-type: none"> ○ Offshore Oil and Gas Structures and Components ○ Marine Sciences and Ocean Technology (Other Acoustic, Radar, Sonar, Communication, Surveying, Mapping, Imaging and Geomatics Equipment, Components and Services) ○ Unmanned Marine Vehicles, Manned Sub-Surface Vehicles and Marine Robotics and Components
	<ul style="list-style-type: none"> ○ Other (Please specify):
Investment Framework (if applicable):	
Allowable investment types:	
<ul style="list-style-type: none"> ○ Cash grant ○ Cash purchase of shares ○ Licence for brand or trademark ○ Licence for IP ○ Loan of employee for marketing/sales support 	<ul style="list-style-type: none"> ○ Loan of employee for technical/managerial support ○ Transfer of equipment ○ Transfer of software ○ Transfer of systems
Type of R&D/commercialization activity:	
Business plan:	
Valuation documentation included:	

Section 7: Consortium member (if applicable)
Company name:
ITB contact name:
Email:
Telephone:
Address:
City:
Province/state:
Country:
Postal/zip code:

Section 8: Eligibility criteria
--

Causality:
Timing:
Incrementality:
Eligible donor:

Section 9: Other
Government assistance or participation in transaction:
CCV overview:
Level of technology:

Section 10: Signatures	
By signing below, the undersigned party, as a representative of (<i>donor company</i>), attests that the information included in and attached to this document is complete and accurate to the best of our knowledge, and can be relied upon by the ITB Authority for the purposes of compliance monitoring.	
Signature	
Name, Company, and Title	Date

Protected B (when completed)

**CERTIFICATE OF CAUSALITY -
INDUSTRIAL AND TECHNOLOGICAL BENEFITS (ITB)**

WHEREAS the ITB policy requires that, as evidence of causality, the Contractor shall provide a detailed statement on causality and submit a signed certificate of causality as supporting evidence to the ITB Authority;

NOW THEREFORE, I _____, in my capacity as a senior officer of the (*donor company*), do hereby declare and certify as follows:

- i) I am aware of the meaning of causality, as outlined in the Terms and Conditions;
- ii) The information contained in the transaction sheet(s) appended herewith provides a detailed statement on causality, which outlines the steps and timelines involved in the decision about a procurement or investment activity and which clearly shows the link between the steps and decision on a business activity and Canada's ITB or IRB policy;
- iii) The information contained in the transaction sheet(s) noted below and appended herewith, is to the best of our knowledge and ability complete, true and accurate;
- iv) Failure to provide a detailed statement on causality and this certificate may result in the proposed Transaction being rejected pursuant to the Terms and Conditions. Provision of this causality information should not be seen as limiting the discretion of the ITB Authority in decisions related to the eligibility of specific Transactions submitted for approval.

IN WITNESS THEREOF THIS CERTIFICATE OF CAUSALITY HAS BEEN SIGNED THIS _____ DAY OF _____ BY THE SENIOR OFFICER WHO IS DULY AUTHORIZED IN THAT BEHALF.

SIGNATURE

NAME AND TITLE OF SENIOR OFFICER

AT: _____

Project and Transaction number(s): _____

Title(s): _____

Recipient Company(ies): _____

INCREMENTALITY CHECKLIST

For Indirect Transactions, complete this checklist and attach supporting documentation

Incremental work is the purchase of a good or service that represents new or additional purchases from a Canadian supplier. These new or additional purchases may take various forms. They may involve:	Please check the appropriate box and attach documents as indicated:
i) purchase of a new product or service from a new Canadian supplier on an Indirect Transaction	<input type="checkbox"/> Written statement attesting the Canadian Recipient is a new supplier + Purchase Order (or PO equivalent if the order has not taken place)
ii) purchase of a new product or service from an existing Canadian supplier on an Indirect Transaction	<input type="checkbox"/> Written statement attesting the product/service has not previously been purchased + Purchase Order (or PO equivalent if the order has not taken place)
iii) purchase of an existing product or service from an existing Canadian supplier on an Indirect Transaction, but which involves a new application or end use of the product (see example below)	<input type="checkbox"/> Written statement detailing the new application or end use of the product/service + New part number (where applicable) + Purchase Order (or PO equivalent if the order has not taken place)
iv) purchase of an existing product or service from an existing Canadian supplier on an Indirect Transaction, but where there has been a new competitive process to re-select the supplier	<input type="checkbox"/> Written statement detailing the Request for Quote (or equivalent) proving a new competition has taken place + Purchase Order (or PO equivalent if the order has not taken place)
v) purchase of an existing product or service from an existing Canadian supplier on an Indirect Transaction, but where none of the above circumstances apply. (in these cases, a three-year average of previous purchases will be calculated, based on the three years immediately preceding the date of identification of the Transaction to the ITB Authority, and Credit may be awarded on those purchase amounts which exceed the three year average, in each of the ensuing Reporting Periods)	<input type="checkbox"/> Written statement detailing the three-year average calculation
vi) other: _____	<input type="checkbox"/> Written statement detailing the activity + other evidence
<i>An example of a new application or end use: The Contractor has previously purchased military tripods from a Canadian supplier that mount to Gun A for sale to Country A. The new application or end use could be the purchase of the same military tripods from the Canadian supplier, but instead of mounting to Gun A for sale to Country A, they are mounted to Gun A for sale to Country B, or they are mounted to Gun B for sale to Country B.</i>	<i>The ITB Authority at its discretion will determine if the proposed Transaction is incremental taking the information provided into account.</i>

CERTIFICATE OF ELIGIBLE DONOR

INDUSTRIAL AND TECHNOLOGICAL BENEFITS (ITB)

WHEREAS the ITB policy requires Transactions be undertaken by an Eligible Donor, as outlined in the Terms and Conditions;

AND WHEREAS, the ITB policy requires that when a proposed Eligible Donor is a Canadian Company with less than 500 employees, it has the capacity to undertake Obligations with respect to this Contract;

NOW THEREFORE, I _____, in my capacity as an officer of (*Canadian Company name*), do hereby declare and certify as follows:

- i) I am familiar with Canada's ITB policy, goals and objectives.
- ii) I am aware of the meaning of Eligible Donor, as defined in Article 8 of the Terms and Conditions;
- iii) I understand and accept the responsibilities associated with acting as an Eligible Donor and strategic partner in the delivery of the Obligation on the (*insert project name*) project. These responsibilities may include sharing a portion of the Obligation, remedies, planning and undertaking Direct and Indirect Transactions, record keeping and supporting the prime contractor in the areas of annual reporting and verification.
- iv) My company has the capability and resources to undertake the role of Eligible Donor on this project.
- v) Failure to provide a certificate of Eligible Donor may result in the proposed Transaction being rejected pursuant to the Terms and Conditions. Provision of this certificate should not be seen as limiting the discretion of the ITB Authority in decisions related to the overall eligibility of specific Transactions submitted for approval.

IN WITNESS THEREOF THIS CERTIFICATE OF ELIGIBLE DONOR HAS BEEN SIGNED
THIS _____ DAY OF _____ BY THE SENIOR OFFICER WHO IS
DULY AUTHORIZED IN THAT BEHALF.

SIGNATURE

NAME AND TITLE OF OFFICER

AT: _____

APPENDIX C – TEMPLATE - ANNUAL REPORT

(Electronic copy available on ITB website)

Protected B (when completed)

GENERAL INFORMATION

Project Name:
Contractor Name:
ITB Manager:
Currency
Contract Award
Total # of Reporting Periods
Period #
Report Due Date
Date of Report

CONTRACTUAL OBLIGATIONS

Total Obligation:
Direct:
SMB:
Atlantic
N Ontario:
Ontario
Quebec
West
North

PART A – Overview

An overview and status of Work on the Project:

Please provide a very high level overview of the project over the past year, including any annual report highlights and the project schedule. Proposed length of response is 5-10 lines.

Progress Payments:

Please provide a brief written overview of the progress payment activities since contract award. Proposed length of response is 5-10 lines. In addition, please populate the Progress Payments Tab below.

[Progress Payments chart on excel]

Plans:

Please provide an overview of any substantive changes to the Plans, including changes to ITB officials working on the project. Please indicate if no changes are proposed. Proposed length of response is 5-10 lines.

Value Proposition Overview:

Please provide a detailed overview of each VP Commitment and related activity during the Reporting Period, along with a cumulative summary of the achievement status of each. Proposed length of response is 4-5 lines for each item, accompanied by the documentation as indicated.

PART B, C and D – Transactions

Please fill in all of the information requested in a chart format.

PART E – Additional Information

SMB and Regional Development Activities:

Please provide an overview of the activities that were undertaken on this project with Small and Medium size Businesses. Include highlights of work activities undertaken during this period. Proposed length of response is 5-10 lines.

New, Changed or Cancelled Transactions:

Please provide a brief overview of any changes (listed by Transaction) including any cancelled, new or altered Transaction in the last Reporting Period. Ensure these changes are reflected in the Transaction Tab by highlighting in red all changes indicated below. Proposed length of response if dependent on the number of applicable Transactions.

Certificate of compliance:

Submission of this annual report should be accompanied by the completed and signed certificate of compliance. The template is available below.

Certificate of compliance
For Annual Reporting Purposes

WHEREAS Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services (referred to herein as the Minister) on the ____ day of ____ has entered into contract with _____ for the Contract.

AND WHEREAS Such Contract requires that, as evidence of the achievement of Canadian content value (CCV) of Transactions and compliance with the *Lobbying Act*, the Contractor will submit a certificate of compliance to that effect to the ITB Authority;

NOW THEREFORE, The Contractor declares and certifies as follows:

- The information contained in the documents appended herewith, which applies to the reporting of the Transaction periods, is to the best of our knowledge and ability complete, true and correct;
- The information contained in the documents appended herewith is compliant with information contained in certificates of compliance submitted to the Contractor by Eligible Donors;
- The CCV shown in documents appended herewith have been determined in accordance with Article 9 of the Contract;
- The Contractor and all Eligible Donors are, subject to Article 22.2, in compliance with Canada's *Lobbying Act* with respect to this Contract.

IN WITNESS THEREOF THIS CERTIFICATE OF COMPLIANCE HAS BEEN SIGNED
THIS _____ DAY OF _____ BY THE SENIOR COMPTROLLER
WHO IS DULY AUTHORIZED IN THAT BEHALF.

SIGNATURE

NAME AND TITLE OF SENIOR COMPTROLLER

AT: _____

APPENDIX D – IF BUSINESS PLAN TEMPLATE

(Electronic copy available from ITB Authority)

The IF business plan describes the proposed IF project, details the specific activities, goals and duration, outlines how an investment will be used by the SMB, includes a market assessment and provides company information.

Template IF Business Plan
<i>Protected B (when completed)</i>
IF Transaction title:
Donor:
SMB Recipient:
Date:
Description of IF activity: <i>Provide a detailed description of the IF activity, including but not limited to: specific activities to be undertaken; goals; duration; value of the investment and how it will be used by the SMB; the anticipated impacts/outcomes for the SMB; and key IF activity assumptions and risks.</i> <i>Anticipated length: 8-10 paragraphs.</i>
Market Assessment: <i>Provide an outline of the opportunity, market size, key competitors, sales strategy and the donor/SMB Recipient's competitive advantage.</i> <i>Anticipated length: 3-5 paragraphs</i>
Company profile of SMB: <i>Provide a description of the SMB's operations, product lines, corporate structure and ownership.</i>

Anticipated length: 2-3 paragraphs + organizational chart

Certification and signatures

WHEREAS the ITB policy requires that a proposed IF Transaction be accompanied by a business plan outlining the IF activity in detail;

NOW THEREFORE, we the undersigned, in our capacities as senior officers at the Donor and SMB Recipients, do hereby declare and certify that the information included in and attached to this business plan is complete, accurate and can be relied upon by the ITB Branch for the purposes of monitoring the compliance of the proposed IF Transaction.

IN WITNESS THEREOF THIS CERTIFICATION HAS BEEN SIGNED THIS _____ DAY OF _____, 20____ BY A SENIOR OFFICER WHO IS DULY AUTHORIZED IN THAT BEHALF.

Donor

Signature

Name and Title of Senior Officer

SMB Recipient

Signature

Name and Title of Senior Officer

APPENDIX E:

Primarily Land-Based, Man-Portable or Non-Platform Specific Electro-Optical, Radar, Sonar and Other Sensor/Information Collection Systems; Fire Control, Warning and Countermeasures Systems, and Related Components: This category includes sales related to production as well as research, development, design, engineering, testing and evaluation services relating to *Primarily Land-based or Man-Portable*:

- Electro-optical systems (e.g. image intensification night-vision systems, thermal imaging systems, lasers), radars, sonar, other sensors, and fire-control systems used to aid weapons in target acquisition, tracking and engagement;
- Warning systems (e.g. technologies that detect enemy radars, enemy laser targeting systems, and approaching threats such as missiles); and
- Countermeasures (e.g. electronic jamming equipment, smoke screens, flares to counter heat-seeking missiles).

Primarily Land-Based, Man-Portable or Non-Platform Specific Communications and Navigation Systems; and Other Information Systems (Including Processing and Dissemination), Software, Electronics and Components: This category includes sales related to production as well as research, development, design, engineering, testing and evaluation services relating to *Land-Based or Man-Portable*:

- Military communications systems, secure cyber/information systems and other military Information Technologies (including software);
- Navigation and guidance systems (e.g. Global Positioning System [GPS] based systems, gyroscopes, accelerometers) and other geomatics related systems and services (e.g. geographic information system (GIS) products and services for military applications, remote sensing services for military applications);
- Other technologies for the receipt, exchange/disseminating, processing, synthesizing, analysis and integration of multiple types of data;
- Display technologies and digital control systems;
- Other defence computer and electronics related products not elsewhere specified.

Simulation Systems for Land Vehicles or Ground-based Systems: This category includes sales related to production as well as research, development, design, engineering, testing and evaluation services for the hardware and software technologies used by military and security forces to develop, experiment and test operational doctrines and to train personnel using situational scenarios (e.g. intelligent software, visual systems, network simulations, real-time simulators, etc.) as primarily related to land vehicles/ground-based systems and operations.

ANNEX E – FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY- CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

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

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 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 “F” - INSURANCE REQUIREMENTS AND LIABILITY

1- INSURANCE REQUIREMENTS

Commercial General Liability Insurance

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

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

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

2- LIABILITY

Limitation of Liability – Information Management / Information Technology

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors,

agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this section, even if it has been made aware of the potential for those damages.

2. First Party Liability:

- a. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - i. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - ii. physical injury, including death.
- b. The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
- c. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- d. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (a) above.
- e. The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
 - i. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including Applicable Taxes) for the goods and services affected by the breach of warranty; and
 - ii. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (ii) of the greater of 0.75 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the block titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1 million.

In any case, the total liability of the Contractor under paragraph (e) will not exceed the total estimated cost (as defined above) for the Contract or \$1 million, whichever is more.

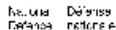
- f. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

3. Third Party Claims:

- a. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- b. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (a), with respect to special, indirect, and consequential damages of third parties covered by this section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- c. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph 3.

ANNEX G

DND 626 TASK AUTHORIZATION FORM



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. – N° du contrat
		Task no. – N° de la tâche
Amendment no. – N° de la modification	Increase/Decrease – Augmentation/Réduction	Previous value – Valeur précédente
To – À	TO THE CONTRACTOR You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall be supplied against this task. Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract. À L'ENTREPRENEUR Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande. Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.	
Delivery location – Expédiez à		
Delivery/Completion date – Date de livraison/d'achèvement	<div style="text-align: center;">_____</div> <div style="display: flex; justify-content: space-between;"> Date for the Department of National Defence pour le ministère de la Défense nationale </div>	
Contract item no. N° d'article du contrat	Services	Cost Prix
		GST/HST TPS/TVA
		Total

APPLICABLE ONLY TO PWGSC CONTRACTS: The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract.

NE S'APPLIQUE QU'AUX CONTRATS DE TP&GC : La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.

for the Department of Public Works and Government Services
pour le ministère des Travaux publics et services gouvernementaux

LAND C4ISR TRANSITION SOFTWARE SUPPORT CONTRACT (LTSSC)

Industrial and Technological Benefits (ITB)

**Value Proposition
Bidder Instructions**

Table of Contents

1	INTRODUCTION
2	GENERAL INSTRUCTIONS
3	CANADA'S ITB OBJECTIVES
4	MANDATORY REQUIREMENTS
5	ASSESSMENT OF MANDATORY REQUIREMENTS
6	RATED CRITERIA
7	BANKING AND POOLING

Appendix A - Mandatory requirements certificate

Appendix B – Rated criteria certificate

INTRODUCTION

- 1.1. On February 5, 2014, the Government of Canada announced the Defence Procurement Strategy (DPS). One of the objectives of the DPS is to leverage purchases of defence equipment to create jobs and economic growth in Canada. The Industrial and Technological Benefits (ITB) policy has objectives that will be achieved through a weighted and rated Value Proposition (VP) that will form part of the evaluation plan to award the Contract.
- 1.2. The strategic VP objective for the Land C4ISR Transition Software Support Contract (LTSSC) (the Project) is to strengthen and grow Canadian capabilities in the C4ISR domain by encouraging work in Canada directly related to the Project, incentivizing strategic investments in Research and Development, particularly in the Defence Sector, and fostering supply chain integration or partnerships with Canadian Small and Medium Businesses. This objective has been informed by extensive industry engagement and consultation, as well as by in-depth analyses of capabilities related to the procurement.
- 1.3. The Bidder must submit a responsive VP Proposal (Bid) at bid closing. The Bid will be deemed responsive by the ITB Authority if it meets i) the Mandatory Requirements outlined in Section 4; and ii) the Minimum Assessment Values outlined in Section 3 of the VP Evaluation Plan (Evaluation Plan). Should the Bid be deemed responsive, it will then be evaluated related to the rated criteria outlined in Section 6 and receive points as outlined in Section 4 of the Evaluation Plan.
- 1.4. VP evaluation results will be conveyed to the Contracting Authority, who will then integrate them into the overall bid evaluation results, as outlined in Section 4 of the procurement's evaluation plan.
- 1.5. It is the responsibility of the ITB Authority, in cooperation with the regional development agencies and subject matter experts, to ensure that Bids are evaluated as outlined in the Evaluation Plan.

2. GENERAL INSTRUCTIONS

- 2.1. In preparing its Bid, the Bidder should be guided by these Bidder Instructions, as well as by the Evaluation Plan and the ITB Terms and Conditions. All three documents provide important guidance, definitions and/or contractual provisions related to the ITB policy. Defined terms not otherwise defined in this document have the meaning given to them in the ITB Terms and Conditions and the

Request for Proposal, including appendices, to which these Bidder Instructions are attached.

- 2.2. The Bid must be submitted in a separate, self-contained volume. Only the Bid is reviewed during the evaluation. In order to facilitate the evaluation process, any material contained in another section of the bid submission but relevant to the Value Proposition should be repeated in the Value Proposition Bid.
- 2.3. 6 hard copies and 2 electronic copies of the Bid are required.
- 2.4. The Bid, and its receipt, storage and protection by the ITB Authority, is governed by applicable federal laws and processes.

3. CANADA'S ITB OBJECTIVES

- 3.1. Canada wishes to ensure that its investments in defence-related goods and services generate economic benefit to Canada and have long-term and high-value impacts on Canadian industry, in advanced technology areas. The Bid should clearly indicate how any proposed business activities support Canada's ITB objectives set out in subsections 3.2 to 3.7 below, and how they will be achieved if the Bidder wins the ensuing Contract.
- 3.2. Defence Sector: A core objective of the ITB policy is to ensure that defence procurement supports the economic development and long-term sustainment of Canada's Defence Sector. The Bidder is encouraged to propose a maximum amount of business activities in Canada involving work directly on the procurement.
- 3.3. Supplier Development: The development of supplier productivity and competitiveness among Canadian-based suppliers is a key objective of the ITB policy.
- 3.4. Research and Development (R&D): An important objective of the ITB policy is to encourage innovation, as R&D can position Canadian Companies to move up the value chain and capture market opportunities. The Bidder is encouraged to propose R&D investments in Canada and locate high value research and engineering work in Canada, positioning Canadian companies to benefit from its subsequent commercialization.
- 3.5. Exports: Canada's Defence Sector is export intensive, and a key ITB objective is to strengthen Canada's success in tapping traditional and non-traditional export

markets to share in long-term jobs and growth that result from success in foreign markets.

- 3.6. Regional Development: The regional development objectives of the ITB policy are to encourage long-term quality improvements to the capability, capacity, international competitiveness and growth potential of Canadian Companies in those regions where Canada has established specific initiatives to promote economic growth and diversification through procurement. Canadian Companies in all the Designated Regions of Canada should have the opportunity to participate in the Project.
- 3.7. Small and Medium Businesses (SMB): It is an objective of Canada to encourage the participation of SMB as suppliers on major federal procurements and to increase their competitiveness and export market access. Canadian SMB should have the opportunity to participate in the Project.

4. MANDATORY REQUIREMENTS

- 4.1. There are seven (7) mandatory requirements that the Bidder must meet in its Bid. The omission of any part of the following seven (7) requirements will result in the Bid being deemed not responsive:
- 4.1.1. Requirement One: The Bid must commit to achieving Transactions, measured in Canadian content value (CCV), valued at not less than 100 percent of the Contract Price (including options exercised) or the total CCV of identified Transactions, whichever is higher, to be achieved within the Achievement Period.
- 4.1.2. Requirement Two: The Bid must commit to achieving Direct Transactions valued at not less than 70 percent of the Contract Price in CCV, or the total CCV of Direct Transaction Commitments in the Bid, whichever is higher, including options exercised, to be achieved within the Achievement Period.
- 4.1.3. Requirement Three: In its Bid, the Bidder must:
- 4.1.3.1. specify its Total Evaluated Cost of Bid, not including option years, not including taxes and rounded to the nearest dollar;
 - 4.1.3.2. identify Transactions that are detailed, fully described and equal in total to not less than 30 percent of the Total Evaluated Cost of Bid, measured in CCV. All Transactions identified in the Bid must align

with one or more of the rated criteria specified in Sections 4.1.1 to 4.1.3 of the Evaluation Plan;

- 4.1.3.3. commit to identifying, one (1) year after the Effective Date of the Contract, additional Transactions that are detailed, fully described and bring the cumulative total of identified Transactions to not less than 60 percent of the Contract Price, measured in CCV; and,
- 4.1.3.4. commit to identifying, three (3) years after the Effective Date of the Contract, and for each additional contract option year exercised, additional Transactions that are detailed, fully described and bring the cumulative total of identified Transactions to 100 percent of the Contract Price, measured in CCV.
- 4.1.4. Requirement Four: The Bidder must commit to achieving Small and Medium Business Transactions valued at not less than 10 percent of the Contract Price in CCV, or the total CCV of Small and Medium Business Commitments in the Bid, whichever is higher, including options exercised, to be achieved within the Achievement Period.
- 4.1.5. Requirement Five: The Bidder must commit to achieving Research and Development Activity Transactions valued at not less than 1 percent of the Contract Price in CCV, or the total CCV of Research and Development Commitments in the Bid, whichever is higher, including options exercised, to be achieved within the Achievement Period.
- 4.1.6. The Bidder must accept and comply with all of the ITB Terms and Conditions.
- 4.1.7. Requirement Six: The Bid must contain the following components, each of which is more particularly described in Section 5:
 - 4.1.7.1. Company Business Plan;
 - 4.1.7.2. ITB Management Plan;
 - 4.1.7.3. Regional Development Plan;
 - 4.1.7.4. Small and Medium Business Development Plan;
 - 4.1.7.5. Detailed sheets for proposed Transactions being submitted by the Bidder, accompanied by a summary chart of them; and,
 - 4.1.7.6. Mandatory requirements certificate, as set out in Appendix A, signed by a duly authorized company official.

5. ASSESSMENT OF MANDATORY REQUIREMENTS

- 5.1. The following section details the content that is expected to be in each of the components of the mandatory requirements referred to above in Section 4.1.7. The Plans will be assessed during the evaluation, based on quality and risk, as outlined in Section 3.1 of the Evaluation Plan.
- 5.2. Each Plan should respond to all of the requested items outlined below. Responses should be detailed and, wherever appropriate, provide an indication of how items will contribute to the Bidder meeting Canada's ITB objectives.
- 5.3. Each Plan should address, wherever appropriate, the Bidder's approach to the following risk areas:
 - 5.3.1. Experience (i.e. practise elsewhere);
 - 5.3.2. Capability (i.e. know-how and tools in place) ;
 - 5.3.3. Planning (i.e. organized, proactive);
 - 5.3.4. Resources (i.e. team, facilities, information); and,
 - 5.3.5. Engagement (i.e. interaction with stakeholders)
- 5.4. Company Business Plan
 - 5.4.1. The purpose of the company business Plan is to demonstrate the ability of the Bidder to assemble, plan and describe its proposed team to complete the work on the Project. The Plan should also demonstrate the ability of the Bidder and its team to meet the ITB objectives. The anticipated length of the Plan is approximately 7-10 pages, depending on the size of the Bidder's team.
 - 5.4.2. The Bidder's company business Plan should contain the following information:
 - 5.4.2.1. An outline of the structure, conduct and performance of the business operations of the Bidder and each of its proposed Eligible Donors that are performing work on the Project;
 - 5.4.2.2. A detailed overview of the proposed role of each company in delivering the work on the Project, the proposed location of that work, and the key personnel in each company who would be responsible for delivering that work;
 - 5.4.2.3. An organizational chart for each company outlining its worldwide corporate operations, that clearly states the corporate family

structure, parent and subsidiary relationships, and the location of key responsibility centres (i.e. headquarters, manufacturing, service centres, R&D, marketing);

5.4.2.4. A list of each company's existing Canadian facilities, including the location, date of establishment, nature of operations, number of employees, and place within the worldwide corporate structure; and,

5.4.2.5. A description of the broad and long-term impacts of the Work on the Canadian economy and how these respond to the ITB objectives in Section 2 of the Terms and Conditions.

5.5. ITB Management Plan

5.5.1. The purpose of the ITB Management Plan is to demonstrate the Bidder's ability to develop, implement, manage and report on the Obligations for the full duration of the Achievement Period. It is also the place for Bidder to formally list its proposed Eligible Donors. The anticipated length of the Plan is approximately 6-8 pages.

5.5.2. The ITB Management Plan should include the following information:

5.5.2.1. A description of the ITB management functions and associated organization that the Bidder envisions necessary to successfully meet the Obligations. It should include a summary of the methods, processes and procedures that the Bidder will use to identify, submit, track, record keep and report on ITB activities. The summary should be presented in a level of detail sufficient to demonstrate that the Bidder fully understands its obligations;

5.5.2.2. The name, contact details and biographical information of the Bidder's ITB official(s) assigned to the Project and/or job descriptions for the proposed positions;

5.5.2.3. An explanation of the Bidder's internal processes for ITB organization, advocacy and awareness, both specific to the Project and in general. The Bidder should include a description of how ITB considerations will be factored into the company's broader decision-making processes, along with how these decisions will be documented and tracked;

- 5.5.2.4. A description of any previous ITB/IRB/offset obligations that have been undertaken by the Bidder over the past ten (10) years, in Canada and elsewhere, along with a brief overview of the achievement status of each project; and,
- 5.5.2.5. A list of the Bidder's proposed Eligible Donors and contact details for each, along with details and documentation justifying how each company meets the Eligible Donor criteria outlined in the ITB Terms and Conditions.
 - All proposed Eligible Donors are subject to review and approval by the ITB Authority during evaluation. Only those proposed Eligible Donors that are found to meet the criteria will be included on the list of Eligible Donors in the ensuing Contract. Any proposed Transaction with a company not meeting the Eligible Donor criteria will be rejected.

5.6. Regional Development Plan

- 5.6.1. The purpose of the Regional Development Plan is to demonstrate the Bidder's commitment to providing opportunities and assistance for businesses in the Designated Regions of Canada. The anticipated length of the Plan is approximately 5-7 pages.
- 5.6.2. The Regional Development Plan should include the following information:
 - 5.6.2.1. Identification and description of the Bidder's proposed Transactions in the Designated Regions of Canada, the total of which will become Obligations to be achieved under Article 3 of the ITB Terms and Conditions. The Plan may also identify any higher regional commitment target to which the Bidder is prepared to commit contractually;
 - 5.6.2.2. A description of the Bidder's business rationale for its regional approach;
 - 5.6.2.3. A description of the activities and approaches undertaken to date by the Bidder and its proposed Eligible Donors that have resulted in the distribution of proposed Transactions to the Designated Regions of Canada;

- 5.6.2.4. A description of the activities and approaches that will be undertaken after Contract award until the end of the Achievement Period to improve the opportunities available to the Designated Regions of Canada; and,
- 5.6.2.5. A description of how regional considerations are factored into the Bidder's ITB decision-making processes.

5.7. Small and Medium Business (SMB) Development Plan

- 5.7.1. The purpose of the SMB Development Plan is to demonstrate the Bidder's commitment to providing opportunities, assistance and encouragement to SMB in Canada. The anticipated length of the Plan is approximately 5-7 pages.

- 5.7.2. The SMB Development Plan should include the following information:

- 5.7.2.1. Identification and description of the Bidder's proposed Transactions involving SMB in Canada, the total of which, or 10 percent of the Contract Price (whichever is higher) will become Obligations to be achieved under Article 3 of the ITB Terms and Conditions;
- 5.7.2.2. A description of the activities and approaches undertaken to date by the Bidder and its proposed Eligible Donors that have resulted in the proposed distribution of SMB Transactions;
- 5.7.2.3. A description of the activities and approaches that will be undertaken after Contract award until the end of the Achievement Period to improve the opportunities available to SMB;
- 5.7.2.4. A description of how SMB considerations are factored into the Bidder's ITB decision-making processes; and,
- 5.7.2.5. A description of any initiatives and/or assistance (at a broad corporate level or specific to the Project) that would be provided to SMB to help stimulate and promote them, both as potential suppliers to the Project and for their capability to pursue and undertake new business activities. Examples could include financing or special payment provisions.

5.8. Detailed transaction sheets

- 5.8.1. The Bid will provide a separate and detailed transaction sheet for each Transaction that the Bidder proposes and for which it is prepared to commit contractually. A template of the transaction sheet is attached as Appendix B to the ITB Terms and Conditions. The Bidder is encouraged to use this template, to promote administrative consistency and ease.
- 5.8.2. In addition to the individual transaction sheets, the Bidder will include a summary chart of all of its proposed Transactions. The summary chart should clearly identify each Transaction and provide a breakdown, with appropriate sub-totals and percentages, by: direct, indirect, region, SMB and rated criteria. The summary chart should provide a very brief description of how each proposed Transaction aligns with the rated criteria, to compliment the more detailed justifications located in the transaction sheet. Failure to align proposed Transactions with one or more of the rated criteria will result in the Transaction being rejected as not meeting the requirement outlined in Section 4.1.3.2. The Bidder may use a format of its choice for the summary chart.
- 5.8.3. The Bidder should include a forecast plan for the Transactions due 1 and 3 years following the Effective Date of the Contract, respectively. The forecast plan should include such information as, but not limited to: a list of any Canadian Companies being considered; and/or, the specific capabilities being sought from Canadian suppliers.
- 5.8.4. The Bidder is strongly encouraged to fully complete every section of the transaction sheet, as outlined below, so that the proposed Transaction can be properly evaluated. The Bidder should also provide details and documentation within its Bid, as indicated, in support of Transaction eligibility. Failure to adequately describe and/or document the proposed Transaction may result in it being rejected as not meeting the Transaction eligibility criteria.
- 5.8.5. Identifying a Transaction for the purposes of Section 4.1.3 means presenting a signed transaction sheet to the ITB Authority, which names both a specific Eligible Donor and a specific Recipient, describes the business activity in detail, provides valuation information, demonstrates alignment with one or more of the rated criteria and complies with the Bidder Instructions and the ITB Terms and Conditions with respect to eligibility criteria, valuation, transaction types and banking.

5.8.6. In the event that the Bidder makes Commitments or identifies Transactions in its Bid valued at more than 100 percent of the Total Evaluated Cost of Bid:

5.8.6.1. no additional points will be scored in the rated evaluation, above those outlined in the Evaluation Plan; and,

5.8.6.2. The corresponding Obligation values in Article 3 of the Terms and Conditions will be increased to match the Commitments or total value of those identified Transactions, whichever is higher.

5.8.7. Instructions for transaction sheets:

5.8.7.1. Overview

- Title (*provide a brief title identifying the activity*)
- Number (*assign a unique number, in simple, sequential order, for reference purposes*)
- Date Proposed Transaction submitted (*date of Bid*)
- Tranche (*the Bid is tranche 1*)

5.8.7.2. Contractor contact information (*information regarding the proposed Contractor on the Project*)

5.8.7.3. Donor company information (information regarding the proposed Donor on the Transaction)

5.8.7.4. Recipient information: *Notes: i) the company description should include locations, business history and core capabilities; ii) see Article 8.1.5 of the Terms and Conditions for other Recipient requirements.*

5.8.7.5. Valuation and time phasing (*specify the overall CCV values as applicable, plus the detailed commitment schedule broken out by 12 month periods, which mirror the Reporting Periods*)

- For the purposes of the evaluation process, the multiplied or enhanced value of a proposed Transaction involving a credit

multiplier, future sales achievement or CCV enhancement, as described in Article 7 of the Terms and Conditions, will not be considered. Only the face value of the initial investment, or the estimated CCV, in the proposed Transaction will be considered. Any multiplied credit values, future sales achievements or enhanced CCV will be counted after the Effective Date of the Contract.

5.8.7.6. Transaction details

- Type of Transaction (*direct or indirect, pooled, banked*)
- Description of Transaction (*provide a detailed description of the proposed activity, including: nature of work; location of work in Canada, estimated quantities and timelines; any end-use market, platform or program; and, other relevant information*)
- VP activity (*yes or no*)
 - Direct Transaction (*yes, no*)
 - R&D with Canadian Company (*yes or no*)
 - R&D with Canadian Post-Secondary Institution or Public Research Institution (*yes or no*)
 - Small and Medium Business (SMB) (*yes or no*)
- Description/justification for VP classifications above (*clearly demonstrate and document alignment with VP requirements*)
- Activity type (*i.e. purchase, investment*)
- North American Industry Classification Code System (NAICS) categorizing type of business activity (*enter a primary, secondary, and tertiary NAICS code*)
- Business activity type (*pick one business activity type that applies best*)
- Investment framework details (*yes/no*)

- Allowable investment type (*i.e. cash grant, cash share purchase, in-kind IP, transfer equipment, marketing support*)
- Type of R&D or commercialization activity (*i.e. test analysis, applied research, business planning, feasibility studies*)
- Business Plan included (*template in Appendix D of Terms and Conditions*)
- Valuation documentation included (*agreement or in-kind valuation report, as appropriate*)

5.8.7.7. Consortium member information (*if applicable*);

5.8.7.8. Transaction eligibility criteria (*be as specific and detailed as possible in addressing how a proposed Transaction meets each eligibility criteria, which are outlined in the ITB Terms and Conditions. Guidance is provided in the ITB website Info Bulletin “Preparing a transaction sheet”. Include all details, documentation and certificates in the Bid*)

5.8.7.9. Other

- Canadian government assistance (*describe the date and details of any assistance provided -- either to the specific activity, the Eligible Donor, or the Recipient -- from any level of government in Canada*)
- CCV overview (*indicate which CCV calculation method was used*)
- Level of technology (*for Indirect Transactions, indicate whether the level of technology is the same or higher than the Project*)

5.8.7.10. Signature (*an authorized official at the Bidder’s or proposed Eligible Donor’s company*)

5.9. Mandatory requirements certificate

5.9.1. The Bidder must submit with its Bid the mandatory requirements certificate (Appendix A), completed with their company name and Total Evaluated Cost of Bid , and signed and dated by a company official duly authorized to bind the company.

6. RATED CRITERIA

6.1. Value Proposition: The Bidder should provide information and details on its VP commitments, and proposed Transactions, which will be rated as described in Section 4 of the Evaluation Plan. The Bidder should complete and submit the rated criteria certificate (Appendix B), signed and dated by a company official duly authorized to bind the company. The Bidder's Commitments in Appendix B will become Obligations to be fulfilled in Section 3.1.2 of the Terms and Conditions.

6.1.1. The Bid should include the Bidder's Commitment to achieve Direct Transactions above the mandatory minimum of 70 percent of Contract Value, measured in CCV. The Commitment should be expressed as a percentage of the Total Evaluated Cost of Bid , excluding options, measured in CCV. This Commitment (or the percentage represented by the total value of Direct Transactions identified in the Bid, whichever is higher) will become an Obligation to be completed within the Achievement Period.

The Bid should include the Bidder's proposed Direct Transactions. The Bidder should describe in its Bid how the proposed Transactions align with the Direct Transaction definition and should provide supporting details and documentation. Direct Transactions identified in the Bid will become Obligations to be completed within the Achievement Period.

6.1.2. The Bid should include the Bidder's commitment to achieve Transactions involving Research and Development Activities above the mandatory minimum of 1 percent of Contract Value, measured in CCV. The Bidder's Commitment involving Research and Development Activities must also clearly distinguish between the Bidder's Commitment to Research and Development with Canadian Companies, and Research and Development with Post-Secondary Institutions or Public Research Institutions. Failure to clearly indicate this difference may result in zero points at evaluation. The Commitments should be expressed as a percentage of the Total Evaluated Cost of Bid , excluding options and measured in CCV. This Commitment (or the percentage represented by the total value of Research and Development Transactions identified in the Bid, whichever is higher) will become an Obligation to be completed within the Achievement Period.

The Bid should include the Bidder's proposed Transactions involving Research and Development Activities. The Bidder should describe in its Bid how the proposed Transactions align with Research and Development in the Defence Sector and should provide supporting details and documentation. Research and Development Transactions identified in the

Bid will become Obligations to be completed within the Achievement Period.

- 6.1.3. The Bid should include the Bidder's commitment to achieve Transactions involving Small and Medium Business (SMB) above the mandatory minimum of 10 percent of Contract Value measured in CCV. The Commitment should be expressed as a percentage of the Total Evaluated Cost of Bid, excluding options and measured in CCV. This Commitment (or the percentage represented by the total value of SMB Transactions identified in the Bid, whichever is higher) will become an Obligation to be completed within the Achievement Period.

The Bid should include the Bidder's proposed Transactions involving SMB. The Bidder should describe in its Bid how the proposed Transaction includes a SMB and should provide supporting details and documentation. Transactions involving a SMB identified in the Bid will become Obligations to be completed within the Achievement Period.

7. BANKING AND POOLING

- 7.1. Banking and pooling are described in the ITB Terms and Conditions. The Bidder may use bank Transactions, or a pooled portion thereof, as part of its Bid.
 - 7.1.1. The Bidder submitting a bank Transaction in its Bid should include: i) a copy of the approved banked transaction sheet; and, ii) the most recent annual bank statement, authorized by the ITB Authority and dated before the release date of the Request for Proposal (RFP) to which the Bid responds.
 - 7.1.2. The Bidder submitting a pooled portion of a bank Transaction should include the most recent bank statement for that portion, authorized by the ITB Authority and dated before the release date of the RFP to which the Bid responds.
- 7.2. If a bank Transaction is used as part of a Bid, the evaluation committee will consider the Transaction as accepted for meeting the Transaction eligibility criteria, with the exception of Eligible Donor.
 - 7.2.1. A bank Transaction will be evaluated to confirm that it meets the Eligible Donor criteria for the Project, outlined in Article 8 of the Terms and Conditions.

- 7.3. Acceptance of a Transaction in the bank does not guarantee Value Proposition points. All bank Transactions will be evaluated to determine Value Proposition scoring, as outlined in the Evaluation Plan.
- 7.4. The Bidder may submit bank Transactions of any CCV value in its Bid. The entire CCV value of bank Transactions submitted in the Bid will become an Obligation to be achieved under Article 3 of the Terms and Conditions. However, any CCV value of bank Transactions that exceeds 50 percent of the total for all Transactions identified in the Bid will not be counted in the evaluation.
- 7.5. The Bidder is encouraged to submit any proposed bank Transactions to the ITB bank well in advance of RFP release. Any bank Transaction, or portion thereof, included in the Bid where the date of the authorized bank statement falls after the RFP release date for the Project will not be considered in the mandatory or rated evaluation. Further, that bank Transaction will not become a commitment to be achieved under the Contract.

Appendix A- Mandatory requirements certificate

The Bidder, _____, declares and certifies that through this Bid for the Project, the Bidder satisfies the following requirements:

Mandatory Requirement	Specific Terms and Conditions Commitment
1. Commits to achieving Transactions, measured in Canadian content value (CCV), valued at not less than 100 percent of the Contract Price (including options exercised) or the total CCV of identified Transactions , whichever is higher, to be achieved within the Achievement Period.	Article 3.1.1
2. Commits to achieving Direct Transactions valued at not less than 70 percent of the Contract Price in CCV, or the total CCV of Direct Transaction Commitments in the Bid, whichever is higher, including options exercised, to be achieved within the Achievement Period.	Article 3.1.2
3. Identifies its Total Evaluated Cost of Bid (not including options, not including taxes and rounded to the nearest dollar) \$ _____	
3(a). Identifies Transactions equal in total to not less than 30 percent of its Total Evaluated Cost of Bid measured in CCV. Transactions identified in the Bid must align with one or more of the rated criteria specified in Sections 4.1.1 to 4.1.3 of the Evaluation Plan	Article 3.1.1, 3.1.2, 3.1.3, 3.1.4 and 3.1.6
3(b) Commits to identifying, one (1) year after the Effective Date of the Contract, additional Transactions that bring the cumulative total of identified Transactions to at least 60 percent of the Contract Price (including options), measured in CCV;	Article 3.1.4
3(c) Commits to identifying, three (3) years after the Effective Date of the Contract, and for each additional contract option year exercised, additional Transactions that bring the cumulative total of identified Transactions to 100 percent of the Contract Price (including options), measured in CCV.	Article 3.1.4
4. Commits to achieving Small and Medium Business Transactions valued at not less than 10 percent of the Contract Price in CCV, or the total CCV of Small and Medium Business Commitments in the Bid, whichever is higher, including options exercised, to be achieved within the Achievement Period.	Article 3.1.2.3
5. Commit to achieving Research and Development Activity Transactions valued at not less than 1 percent of the Contract Price in CCV, or the total CCV of Research and Development Commitments in the Bid, whichever is higher, including options exercised, to be achieved within the Achievement Period.	Article 3.1.2.2
6. Accepts all of the ITB Terms and Conditions.	All articles and

	appendices.
<p>7. Has submitted all the following required components of a Bid:</p> <ul style="list-style-type: none"> • Company business plan; • ITB management plan; • Regional development plan; • Small and medium business development plan; • Detailed Transaction sheets, accompanied by a summary chart of all them; and, • This mandatory requirements certificate, duly completed, signed and dated. 	Appendix A

IN WITNESS THEREOF THIS MANDATORY REQUIREMENTS CERTIFICATE HAS BEEN SIGNED THIS _____ DAY OF _____ BY A SENIOR COMPANY OFFICIAL WHO IS DULY AUTHORIZED TO BIND THE COMPANY.

SIGNATURE

NAME AND TITLE OF SENIOR COMPANY OFFICIAL

Appendix B - Rated criteria certificate

The Bidder, _____, declares and certifies that, through this Bid for the Land C4ISR Transition Software Support Contract (LTSSC) Project, the Bidder makes the following Commitments, in response to the rated criteria outlined in section 6:

Rated Criteria	Bidder Total Commitment	Maximum Points Available	Terms and Conditions Commitment
Direct Transactions			
Commitment above 70%	%	30	Article 3.1.2.1
Total Commitment (70% + Bidder’s additional Commitments)	%		
	Article 3.1.2.1 will include the percentage value of either the Commitment or the identified Transactions, whichever is higher		
Research and Development			
Commitment above 1 %	%	50	Article 3.1.2.2
Portion of Commitment involving Canadian Companies	%	(1 X multiplier)	Article 3.1.2.2
Portion of Commitment involving Post-Secondary Institutions or Public Research Institutions	%	(2 X multiplier)	Article 3.1.2.2
Total Commitment (1% + Bidder’s additional Commitments)	%		
	Article 3.1.2.2 will include the percentage value of either the Commitment or the identified Transactions, whichever is higher		
Small and Medium Business (SMB)			
Commitment above 10%	%	20	Article 3.1.2.3
Total Commitment (10% + Bidder’s additional Commitments)	%		
	Article 3.1.2.3 will include the percentage value of either the Commitment or the identified Transactions, whichever is higher		

IN WITNESS THEREOF THIS RATED CRITERIA CERTIFICATE HAS BEEN SIGNED
THIS _____ DAY OF _____ BY A SENIOR COMPANY
OFFICIAL WHO IS DULY AUTHORIZED TO BIND THE COMPANY.

SIGNATURE

NAME AND TITLE OF SENIOR COMPANY OFFICIAL

ATTACHMENT 2
TO
PART 4 OF THE RFP

RFP TECHNICAL COMPLIANCE MATRIX AND
MANDATORY REQUIREMENT CHECKLIST

LAND C4ISR
TRANSITION SOFTWARE SUPPORT

1 Technical Checklist

The following instructions must be adhered to by the bidders:

- a. Bidders shall complete the checklist below and include it in the Volume I General Bid Requirements bid. This checklist attempts to capture the mandatory bid deliverable items contained within this solicitation document in one location. The Bidder remains fully responsible to ensure all mandatory requirements of the bid solicitation are met, even if a mandatory deliverable item is not included in this list.
- b. This list does not address the actual content requirements for each deliverable. The Bidder is fully responsible to ensure it addresses the content requirements as detailed in the applicable sections of the bid solicitation.
- c. This list does address deliverables that are not required with the bid but must be provided prior to award of a contract. It is the responsibility of the Bidder to meet such requirements as contained in the bid solicitation.
- d. This list does not preclude bidders from including additional information to support their bid.
- e. The following Administrative Checklist may be used by the bidder to ensure that all documents and supporting documents required by Canada to evaluate their bid are provided as requested.

Table A2-1 Technical Checklist

Section Reference		Submitted?
Section 1 – Technical Bid - Four (4) hard copies and One (1) soft copy as per section 3.1 of RFP.		
Mandatory Technical Evaluation Criteria		Submitted?
Annex A SOW	SOW Compliance Matrix	Yes / No
Attachment 3 to Part 4, article 1.3.1 Core Program Management Criteria	The Bidder must submit a complete Program Management Plan (PMP) as outlined in Appendix 5 as per DID 100.001.	Yes / No
Attachment 3 to Part 4, article 1.3.1 Core Program Management Criteria	The Bidder must clearly demonstrate how, when and where they have successfully implemented the proposed PMP on an alternate contract.	Yes / No

Attachment 3 to Part 4, article 1.3.1 Core Program Management Criteria	The Bidder must provide at least one reference check, with accurate contact information.	Yes / No
Attachment 3 to Part 4, Article 1.3.2 Core Engineering Management Requirement Criteria	The Bidder must submit a complete Systems Engineering Management Plan (SEMP) as outlined in Appendix 5 as per DID 200.001.	Yes / No
Attachment 3 to Part 4, Article 1.3.2 Core Engineering Management Requirement Criteria	The Bidder must clearly demonstrate how, when and where they have successfully implemented the proposed SEMP on an alternate contract.	Yes / No
Attachment 3 to Part 4, Article 1.3.2 Core Engineering Management Requirement Criteria	The Bidder must provide at least one reference check, with accurate contact	Yes / No
Attachment 3 to Part 4, Article 1.3.3 Personnel Requirement Criteria	The Bidder must provide resumes for the key personnel identified in Appendix 6 to Annex A. The resumes must contain, at a minimum, the information listed at article 1.3.3 of Attachment 3 to Part 4. The Bidder may use the Bidder's Team members to meet the Personnel Requirement Criteria.	Yes / No
Attachment 3 to Part 4, Article 1.3.3 Personnel Requirement Criteria	The Bidder must demonstrate compliance in response to Appendix 6 to Annex A - which provides specific position requirements. The Bidder must provide sufficient information to substantiate that the candidates meet the requirement.	Yes / No
Attachment 3 to Part 4, Article 1.3.3 Personnel Requirement Criteria	The Bidder is required to demonstrate accessibility of personnel through the certification that teaming agreement are in place.	Yes / No
Attachment 3 to Part 4, Article 1.3.3 Personnel Requirement Criteria	The Bidder must provide copies of diplomas for the highest level of educational qualification stated in the resumes to meet the educational requirement.	Yes/No
Point Rated Evaluation Criteria		Submitted?
Attachment 3 to Part 4, Article 1.4 Rated Technical Bid Evaluation Criteria	The Bidder is required to provide the scoring table with their proposed score	Yes/No

Attachment 3 to Part 4, Article 1.4.1 Program Management Experience	The Bidder should submit documentary evidence of two (2) recent examples in performing work of similar scope and scale.	Yes / No
Attachment 3 to Part 4, Article 1.4.2 Performance Based Contracting Experience	The Bidder should provide documentary evidence of two (2) recent examples of work performed under a performance based contracting regime.	Yes / No
Attachment 3 to Part 4, Article 1.4.3 System Engineering Management Experience	The Bidder should provide documentary evidence of two (2) recent examples of implementing the proposed Engineering Management Plan.	Yes / No
Attachment 3 to Part 4, Article 1.4.4 Core Engineering Experience	The Bidder should provide documentary evidence of the six (6) core engineering disciplines identified.	Yes / No
Attachment 3 to Part 4, article 2.4.5/2.4.6 Resource Capability Experience	The Bidder should provide documentary evidence of capability of nine (9) resources available to meet the requirement of task-based work.	Yes / No
Mandatory Financial Evaluation Criteria		Submitted?
Attachment 3 to Part 4, article 2.1	Bidders must complete and submit Tables A3-7 through A3-11 with their Financial Bid.	Yes /No

2 SOW Compliance Matrix

The following SOW Compliance Matrix should be used and submitted by the bidder.

Table A2-2 – SOW Compliance Matrix and Point Response

Reference in SOW	Heading	Compliance	Reference in Bid	Comments
1.1	Aim	Noted		
1.2	Scope	Noted		
1.3	Background and Land C4ISR High Level Description	Noted		
1.4	Electronic Document Format	Yes		
1.5	Applicable Documents	Noted		
1.6	Statement of Work Structure	Noted		
1.7	Authorities and Responsibilities	Yes		
2	General Requirements	Noted		

Reference in SOW	Heading	Compliance	Reference in Bid	Comments
2.1	Core Work	Yes		
2.2	Task-Based Work	Yes		
3	Core Management Services	Noted		
3.1	General	Yes		
3.2	Program Management Core work	Yes		
3.3	Program Management Plan	Yes		
3.4	Monitoring and Control	Yes		
3.5	Task Management	Yes		
3.6	Risk Management	Yes		
3.7	Canada Owned Resources Management	Yes		
3.8	Configuration and Data Management (CM-DM) services	Yes		
3.9	Security	Yes		
3.10	Travel	Yes		
4	Core Engineering Support Services	Yes		
4.1	System Engineering Management	Yes		
4.2	Software Engineering	Yes		
4.3	Software Systems Integration and Testing	Yes		
4.4	Software Baseline Change Management	Yes		
4.5	Quality Assurance	Yes		
4.6	Problem Management Support	Yes		
4.7	Incident Management Support	Yes		
4.8	Obsolescence Management	Yes		
4.9	Support TacC2IS Support to the IPT	Yes		
5	Task-based Services	Yes		
5.1	Software Engineering	Yes		
5.2	Life-Cycle Application Management Support	Yes		
5.3	Integrated Logistics Support	Yes		
5.4	Technical Investigation and Engineering Support (TIES)	Yes		
5.5	Field Support	Yes		
5.6	Tactical Systems Integration	Yes		

Reference in SOW	Heading	Compliance	Reference in Bid	Comments
	Laboratory (TSIL) Support Services			
Appendix 1	Glossary and Definitions	Noted		
Appendix 2	Standards and Reference Documents	Noted		
Appendix 3	System Description	Yes		
Appendix 4	Logistics SOW	Yes		
Appendix 5, Section 4	Bidders must provide a draft PMP as part of their bid.	Yes		
Appendix 5, Section 4	Bidders must provide a draft SEMP as part of their bid.	Yes		
Appendix 6	Bidders must provide resumes for the key personnel identified in Appendix A6 to Annex A.	Yes		

**ATTACHMENT 3 TO
PART 4 OF THE RFP**

BID EVALUATION

LAND C4ISR LTSSC

26 November 2017

Table of Content

1	TECHNICAL BID EVALUATION	3
1.1	Mandatory Requirement Criteria	3
1.2	Rated Requirement Criteria.....	3
1.3	Mandatory Technical Bid Evaluation Criteria	3
1.3.1	Core Management Criteria.....	3
1.3.2	Core Engineering Requirement Criteria	4
1.3.3	Personnel Requirement Criteria.....	4
1.4	Rated Technical Bid Evaluation Criteria	5
1.4.1	Program Management Experience.....	6
1.4.2	Performance Based Contracting Experience	7
1.4.3	System Engineering Management Experience	8
1.4.4	Core Engineering Experience	9
1.4.5	Lead Systems Architect Experience	10
1.4.6	Task Engineering Support Experience.....	11
1.5	Rated Total Score	12
2	FINANCIAL BID EVALUATION.....	13
2.1	TasksCosts.....	13
2.1.1	Hourly Rates	13
2.1.2	Total Evaluated Personnel Cost Calculation.....	16
2.2	Core Work.....	16
2.3	Cost with Mark-ups.....	18
2.3.1	3.3.1 Acquisition of hardware, system equipment and software (HW/SE/SW) Mark-Up.....	18
2.3.2	Acquisition of the services of individuals with Specialized Knowledge (SK) and Sub-Contracted Services.....	18
2.4	Travel and Living Expenses.....	18
2.5	Financial Bid Worksheet.....	19
3	INDUSTRIAL AND TECHNOLOGICAL BENEFITS VALUE PROPOSITION EVALUATION PLAN.....	20

1 TECHNICAL BID EVALUATION

1.1 Mandatory Requirement Criteria

- a. Core Management Requirement Criteria; and
- b. Core Engineering Requirement Criteria.

Any bid that fails to meet even one mandatory requirement will be disqualified and given no further consideration.

1.2 Rated Requirement Criteria

- a. Program Management Plan Requirements;
- b. Systems Engineering Management Plan Requirements;
- c. Process Experience Requirements; and
- d. Personnel Experience Requirements

Bidders must meet all the mandatory requirements within section 2.4 to be considered. Bidders must meet the minimum threshold scores. Any bid that fails to meet even one mandatory requirement or minimum score will be disqualified and given no further consideration

1.3 Mandatory Technical Bid Evaluation Criteria

1.3.1 Core Management Criteria

The Bidder must submit with their bid, a Program Management Plan (PMP) in accordance with Appendix 5, CDRL 100.001 and DID 100.001. This PMP must include a stand-up plan which describes how the resources will be available at contract award and beyond. The Bidder must demonstrate how, when, and where they have successfully implemented the proposed PMP, or a previous version of their proposed PMP, on an alternate contract or project of similar scope, scale and complexity. If past experience uses a prior version of the PMP, the bidder must with provide documentary evidence of the evolution and rational of the implemented changes of the new PMP being proposed. The bidder must provide at least one customer reference, in accordance with the Bid Preparation Instructions in Part 3 of the RFP. The customer reference may be contacted to confirm validity of the information provided. The winning Bidder must implement and execute their proposed PMP.

Definitions for this criterion:

- a. Similar Scope, Scale and Complexity means a minimum annual expenditure rate of 3 million per year or having as a minimum, the equivalent of 12 FTE positions throughout the duration of the contract or project and being of a minimum duration of 5 years, within the C4ISR industry.

- b. Successfully Implemented means the services were delivered on cost, schedule, service levels and performance agreement.

1.3.2 Core Engineering Requirement Criteria

The Bidder must submit with their bid, a Systems Engineering Management Plan (SEMP) in accordance with Appendix 5, CDRL 200.001 and DID 200.001. The Bidder must demonstrate how, when and where they have successfully implemented the proposed SEMP, or a previous version of their proposed SEMP, on an alternate contract or project of similar scope, scale and complexity. If past experience uses a prior version of the proposed SEMP, the bidder must provide documentary evidence of the evolution and rational of the implemented changes of the new SEMP being proposed. The bidder must provide at least one customer reference, in accordance with the Bid Preparation Instructions in Part 3 of the RFP. The customer reference may be contacted to confirm validity of the information provided. The winning Bidder must implement and execute their proposed SEMP.

Definitions for this criterion:

- a. Similar Scope, Scale and Complexity means a minimum annual expenditure rate of 3 million per year or having as a minimum, the equivalent of 12 FTE positions throughout the duration of the contract or project and being of a minimum duration of 5 years, within the C4ISR industry.
- b. Successfully Implemented the services were delivered on cost, schedule, service levels and performance agreement.

1.3.3 Personnel Requirement Criteria

Mandatory Personnel qualifications will be assessed by evaluating resumes of key personnel. Bidders shall provide resumes for the key personnel identified in Appendix 6 to Annex A. As a minimum, the following information should be included in each resume and presented in a tabular form:

- a. General: name, company name, location of employee and the employee's government security clearance level status.
- b. Education and training: dates, locations, and names of the institutions where the qualification was acquired. Copies of diplomas shall be provided. This section may also include formal company in house or external courses and attendance at pertinent conferences or symposia. For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programs that were completed by the resource by the time of bid closing. If the degree, designation or certification was issued by an educational institution outside of Canada, the Bidder must provide a copy of the results of the academic credential assessment and qualification

recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).

- c. Employment history: presented in tabular form and include the duration (years and months), employer name and position held, in reverse chronological order. Self-employed consultants shall list major projects and assignments.
- d. Experience: presented in tabular form with three columns including experience area, months of experience in that area and dates (month and year) the experience was obtained; and key details of that experience (e.g. project outline, company, specific tasks performed by the person, number of persons supervised).

The Bidder may use identified team members to meet the Personnel requirements. The Bidder shall confirm that all key personnel will be available to perform the work at Contract award. Canada will only consider the personnel resource if the resource is accessible to the Bidder and the Bidder can rely upon and use the experience in the performance of any resulting Contract. The Bidder is required to demonstrate this accessibility through the certification that teaming agreement are in place at the time of bid closure. The Bidders shall demonstrate compliance in response to Appendix 6 to Annex A, which provides specific position requirements. Bidders shall provide sufficient information to substantiate that the candidates meet the requirement. Bidders shall provide copies of diplomas for the highest level of educational qualification stated in the resumes to meet the educational requirement. The same individual must not be proposed for more than one Resource Category.

1.4 Rated Technical Bid Evaluation Criteria

- a. For purposes of evaluating the rated criteria the following definitions will be used.

Recent: Is defined as on-going or completed work having been completed within the last five (5) years from date of RFP release.

Similar Scope and Scale: Is defined as being within the C4ISR industry, having a minimum annual expenditure rate of 3 million per year or having as a minimum, the equivalent of 12 FTE positions throughout the duration of the contract/project and being of a minimum duration of 5 years.

Significant: is defined as depth and breadth of experience associated with the delivery or support of C4ISR capabilities for a period of a minimum of five (5) years in the last 10 years calculated from date of RFP release.

Complex: meaning of a multi-million dollar value, multi-stakeholders, and multi-year contract.

- b. For each Reference Project submitted for 2.4.1 to 2.4.4 below, the Bidder must provide a customer Reference, in accordance with the Bid Preparation Instructions in Part 3 of the RFP. The customer may be contacted to confirm validity of the information provided.
- c. For each Reference Project submitted for 2.4.1 to 2.4.2 below, the Bidder should provide a detailed description, including but not limited to the following:
 - 1. Executive Summary;
 - 2. Problem statement;
 - 3. Project Management Strategy that includes at a minimum:
 - i. Industry standard, best practice or corporate methodology used;
 - ii. Implementation strategy;
 - iii. Problem/Issue management;
 - iv. Communications management;
 - v. Risk mitigation;
 - vi. Technologies used or implemented;
 - vii. Resource management;
 - viii. Project schedule management (including complete project timeline).
 - 4. Budget management;
 - 5. Performance management, including continuous improvement and performance incentives (if used);
 - 6. Description of users;
 - 7. Volumetrics, including number of internal users, number of transactional requests, and diversity of transactions; and
 - 8. Contract Disputes and Performance Issues
- d. For the purpose of this solicitation, a “Team Member” or “Bidder’s Team” is the entity whose experience is being used to meet evaluation criteria of this bid. Where a Bidder cites the experience of a Team Member, Canada will only consider this experience if the experience is accessible to the Bidder and the Bidder can rely upon and use the experience in the performance of any resulting Contract. The Bidder is required to demonstrate this accessibility through the certification that teaming agreement are in place at the time of bid closure. Experience listed without providing any supporting data to describe where, how and by whom such experience was obtained or failure to demonstrate that the Bidder has a cooperation agreement with the Team Member whose experience satisfies the requirement may result in the experience not being considered for evaluation purposes. The experience identified by the Bidder to meet criterion 2.4 b and 2.4 c, identified above, must be for Work for which the Bidder was directly responsible.

1.4.1 Program Management Experience

The Bidder’s Team program management capability will be evaluated based on actual relevant recent experience. The Bidder’s Team must provide documentary evidence of two (2) recent examples in performing work of similar scope and scale for a maximum of 200 points per example. If more than two (2) examples are provided, only the first two (2) examples in the order

listed in the bid will be evaluated. The minimum passing score for each example is 20 points. The rating scale is based on the following criteria:

- a. The work was performed outside of Canada with an unsuccessful reference check. - 20 points
- b. The work was performed outside of Canada with a successful reference check. -40 points
- c. The work was performed in Canada with an unsuccessful reference check. -60 points
- d. The work was performed outside of Canada in a defence or cyber security context with a successful reference check. a -80 points
- e. The work was performed in Canada in a defence or security context with an unsuccessful reference check. -100 points
- f. The work was performed in Canada in a defence or security context with a successful reference check demonstrating the Bidder's Team met the contractual requirement of the example being provided. -125 points
- g. The work was performed in Canada in a defence or security context with a successful reference check demonstrating the Bidder's Team exceeded the contractual requirement of the example being provided. -150 points
- h. The work was performed in Canada in a Land C4ISR context with a successful reference check demonstrating the Bidder's Team met the contractual requirement of the example being provided. -175 points
- i. The work was performed in Canada in a Land C4ISR context with a successful reference check demonstrating the Bidder's Team exceeded the contractual requirement of the example being provided. -200 points

Table A3-1 – Program Management Experience Total

Example	Description	Maximum Score	Actual Score	Comments
1		200		
2		200		
Total		400		

1.4.2 Performance Based Contracting Experience

The Bidder's Team performance based contracting (PBC) capability will be rated based on actual relevant recent experience. The Bidder's Team must provide documentary evidence of two (2) recent examples of work performed under a performance based contracting regime for a maximum of 250 points per example. If more than two (2) examples are provided, only the first two (2) examples in the order listed in the bid will be evaluated. PBC is define as a regime where the contractor's performance is rewarded through incentives based on contractually defined and enforced Key Performance Indicators (KPI) and System Health Indicators (SHI). The minimum passing score for each example is 25 points. The rating scale is based on the following criteria:

- a. The work was performed outside of Canada with an unsuccessful reference check. - 25 points

- b. The work was performed outside of Canada with a successful reference check. -50 points
- c. The work was performed in Canada with an unsuccessful reference check. -75 points
- d. The work was performed outside of Canada in a defence or security context with a successful reference check. -100 points
- e. The work was performed in Canada in a defence or security context with an unsuccessful reference check. -125 points
- f. The work was performed in Canada in a defence or security context with a successful reference check demonstrating the Bidder's Team met the contractual requirement of the example being provided. -150 points
- g. The work was performed in Canada in a defence or security context with a successful reference check demonstrating the Bidder's Team exceeded the contractual requirement of the example being provided. -175 points
- h. The work was performed in Canada in a Land C4ISR security context with a successful reference check demonstrating the Bidder's Team met the contractual requirement of the example being provided. -200 points
- i. The work was performed in Canada in a Land C4ISR context with a successful reference check demonstrating the Bidder's Team exceeded the contractual requirement of the example being provided. -250 points

Table A3-2 – Performance Based Contracting Experience Total

Example	Description	Maximum Score	Actual Score	Comments
1		250		
2		250		
Total		500		

1.4.3 System Engineering Management Experience

The Bidder's Team System Engineering Management capability will be rated based on actual relevant recent experience. The Bidder's team must provide documentary evidence of two (2) recent examples of implementing the proposed Engineering Management Plan for a maximum of 150 points per example. If more than two (2) examples are provided, only the first two (2) examples in the order listed in the bid will be evaluated. The minimum passing score for each example is 15 points. The rating scale is based on the following criteria:

- a. The work was performed outside of Canada with an unsuccessful reference check. -15 points
- b. The work was performed outside of Canada with a successful reference check. -30 points
- c. The work was performed in Canada with an unsuccessful reference check. -45 points
- d. The work was performed outside of Canada in a defence or security context with a successful reference check. -60 points

- e. The work was performed in Canada in a defence or security context with an unsuccessful reference check. -75 points
- f. The work was performed in Canada in a defence or security context with a successful reference check demonstrating the Bidder's Team met the contractual requirement of the example being provided. -90 points
- g. The work was performed in Canada in a defence or security context with a successful reference check demonstrating the Bidder's Team exceeded the contractual requirement of the example being provided. -105 points
- h. The work was performed in Canada in a Land C4ISR context with a successful reference check demonstrating the Bidder's Team met the contractual requirement of the example being provided. -125 points
- i. The work was performed in Canada in a Land C4ISR context with a successful reference check demonstrating the Bidder's Team exceeded the contractual requirement of the example being provided. -150 points

Table A3-3 – System Engineering Management Experience Total

Example	Description	Maximum Score	Actual Score	Comments
1		150		
2		150		
Total		300		

1.4.4 Core Engineering Experience

The Bidder's Team core engineering capability will be rated based on actual relevant recent experience. The Bidder's Team should provide documentary evidence of capability in the six (6) core engineering disciplines identified below for a maximum of 100 points per example. The minimum passing score for each example is 10 points. Recent experience is limited to the last five years. The rating scale is based on the following criteria:

- a. The work was performed outside of Canada with an unsuccessful reference check. -10 points
- b. The work was performed outside of Canada with a successful reference check. -20 points
- c. The work was performed in Canada with an unsuccessful reference check. -30 points
- d. The work was performed outside of Canada in a defence and security context with a successful reference check. -40 points
- e. The work was performed in Canada in a defence or security context with an unsuccessful reference check. -50 points
- f. The work was performed in Canada in a defence or security context with a successful reference check demonstrating the Bidder's Team met the contractual requirement of the example being provided. -70 points
- g. The work was performed in Canada in a defence or security context with a successful reference check demonstrating the Bidder's Team exceeded the contractual requirement of the example being provided. -80 points

- h. The work was performed in Canada in a Land C4ISR context with a successful reference check demonstrating the Bidder's Team met the contractual requirement of the example being provided. -90 points
- i. The work was performed in Canada in a Land C4ISR context with a successful reference check demonstrating the Bidder's Team exceeded the contractual requirement of the example being provided. -100 points

Table A3-4 – Core Engineering Experience Total

Example	Description	Maximum Score	Actual Score	Comments
1	Software Systems Requirements and Architecture	100		
2	Software Systems Integration and Verification	100		
3	Software Systems Baseline Management	100		
4	Software Engineering	100		
5	Software Configuration Management	100		
6	Software Quality Assurance	100		
Total		600		

1.4.5 Lead Systems Architect Experience

The Bidder's Team Must provide documentary evidence of capability of one (1) resource at the senior level to meet the requirement as a Lead Software Systems Architect. Canada must have the ability to perform reference checks based on the information provided in the bid. The following mandatory criteria will be verified IAW Annex A, Appendix 6:

- Education
- Depth of Knowledge level
- Mandatory Experience

The remaining additional asset experience (breadth) requirements identified in Annex A, Appendix 6, item No. 2 within the table for each individual resource category, will be rated as follows (minimum passing score is 40 points):

- a. The proposed resources has relevant knowledge and experience in one optional area - 40 points

- b. The proposed resources has relevant knowledge and experience in 25% of the subject areas - 80 points
- c. The proposed resources has relevant knowledge and experience in 50% of the subject areas - 120 points
- d. The proposed resources has relevant knowledge and experience in all the subject areas - 160 points
- e. The proposed resources has relevant knowledge and experience that exceeds all the subject areas – 200 points

Table A3-5 – Core Engineering Capability Total

Example	Description	Max Score	Breadth	Total	Comments
1	Lead Software System Architect	200			
Total		200			

1.4.6 Task Engineering Support Experience

The Bidder's Team must provide documentary evidence of capability of eight (8) senior level resources available to meet the requirements of the task-based work, one for each of the eight (8) resource types listed in table A3-5 below. The Software Systems Architect must be a different resource than the one identified for Section 2.4.5 above. Canada must have the ability to perform reference checks based on the information provided in the bid. The following mandatory criteria will be verified IAW Annex A, Appendix 6:

- Education
- Depth of Knowledge level
- Mandatory Experience

The remaining additional asset experience (breadth) requirements identified in Annex A, Appendix 6 will be rated as follows (minimum passing score is 20 points):

- a. The proposed resources has relevant knowledge and experience in one optional area - 20 points
- b. The proposed resources has relevant knowledge and experience in 25% of the subject areas - 40 points
- c. The proposed resources has relevant knowledge and experience in 50% of the subject areas - 60 points
- d. The proposed resources has relevant knowledge and experience in all the subject areas - 80 points
- e. The proposed resources has relevant knowledge and experience that exceeds all the subject areas – 100 points

Table A3-6 – Task Engineering Capability Total

Example	Description	Max Score	Breadth	Total	Comments
1	Software Project Manager	100			
2	Software Systems Architect	100			
3	Software Systems Engineer	100			
4	Software Systems Specialist	100			
5	Software Systems Requirements Analyst	100			
6	Technical Writer	100			
7	Training Developer	100			
8	Field Service Representative	100			
Total		800			

1.5 Rated Total Score**Table A3-7 - Total Rated Criteria Point Summary**

Rated Criteria Elements	Max Points Available	Total Points
Program Management Experience Summary	400	
Performance Based Contracting Experience Summary	500	
Systems Engineering Management Experience Summary	300	
Core Engineering Experience Summary	600	
Core Engineering Capability Summary	200	
Task Engineering Capability Summary	800	
Total	2,800	

2 FINANCIAL BID EVALUATION

The evaluated cost will be calculated using the firm all-inclusive rates and mark-ups proposed by the Bidder and the quantities indicated in the financial evaluation tables. The number of persons, units and days are based on “Proxy” usage rates. They are for evaluation purposes only and do not represent any promise or representation by Canada of any particular volume of work. Bidders shall complete and submit Tables A3-8 through Table A3-12 with their Financial Bid.

2.1 TasksCosts

2.1.1 Hourly Rates

Bidders shall enter their rates, as defined by the Personnel Rate Category in Appendix 6 to Annex A of the SOW, into Table A3-8. The source of these rates shall be drawn from Annex B – Basis of payment. If Team Members are used, the hourly rates will also apply to any Work performed by the Team Members personnel during the Contract.

Table A3-8 – Hourly Rate

Personnel (Pers) Rate Category	Qty Pers (A)	Contract Hourly Rate (B)					Evaluated Cost (Ax B x 7.5 hours/day x 235 days)				
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 1 (C)	Year 2 (D)	Year 3 (E)	Year 4 (F)	Year 5 (G)
Sr. Software Project Manager	1	\$	\$	\$	\$	\$	\$	\$	\$		
Int. Software Project Manager	1	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Jr. Software Project Manager	1	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Sr. Software Systems Architect	2	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Int. Software Systems Architect	2	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Sr. Software Systems Engineer	4	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Int. Software Systems Engineer	4	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Jr. Software Systems Engineer	2	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Sr. Software Systems Specialist	2	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Int. Software Systems Specialist	2	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Jr. Software Systems Specialist	2	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Sr. Software Systems Requirements Analyst	1	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Land C4ISR LTSSC – Bid Evaluation

[illegible]

2.1.2 Total Evaluated Personnel Cost Calculation

The total of the Per Diem Rate is calculated at Table A3-9. These are the personnel costs that will be used for the cost per point calculation determined at Table A3-12.

Table A3-9 - Total Evaluated Personnel Cost

Personnel (Pers) Category	Year 1	Year 2	Year 3	Year 4	Year 5	Sub –Total
Sub Totals	\$ (C)	\$ (D)	\$ (E)	\$ (F)	\$ (G)	\$ (C+D+E+F+G)
Total Evaluated Cost						\$(Enter Value into Table A3-12)

2.2 Core Work

Bidders shall enter their rates, which are listed in Annex B – Basis of payment, into Table A3-10. The total value of the Core Work costs will be used for the cost per point calculation determined at Table A3-12. Core Work (combined value of Core Management Work and Core Engineering Work) must not exceed an annual rate of \$7 million dollars.

Table A3-10 - Total Evaluated Core Work Cost

Core Work	Monthly Fixed Rate (A)					Annual Rate (B) (A *12)					5 Year Cost
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5	SUM of B
Core Management Work	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Core Engineering Work	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Total:											\$(Enter Value into Table A3-12)

2.3 Cost with Mark-ups

Bidders shall propose firm mark-up rates, including overhead, general administration, profit and any other mark-up normally charged, for the acquisition of hardware, system equipment and software (HW/SE/SW), and the services of individuals with specialized knowledge (SK's) and Sub-Contracted services during the contract period utilizing Table A3-11. The mark-up amounts determined in the Table A3-11 below will be evaluated as part of the overall Bid price.

2.3.1 3.3.1 Acquisition of hardware, system equipment and software (HW/SE/SW) Mark-Up

For the purposes of bid evaluation only, acquisition costs for hardware, system equipment and software during the Contract period is hypothetically set at \$5,000,000.00. Bidders must provide a Mark-up rate for the acquisition of HW/SE/SW in Table A3-11. The Mark-up rate proposed must not exceed 20%.

2.3.2 Acquisition of the services of individuals with Specialized Knowledge (SK) and Sub-Contracted Services

For the purposes of bid evaluation only, the acquisition costs for SK and Sub-Contracted Services during the contract period is hypothetically set at \$7,500,000.00. Bidders must provide a Mark-up rate for the acquisition of SK and Sub-Contracted Services in Table A3-11. The Mark-up rate proposed must not exceed 20%.

Table A3-11 - Cost with Mark-ups

Activity	Mark-up Rate (%) (A)	Acquisition Costs (Not a Guarantee) (B)	Evaluated Amount ((A x B) + B)
Acquisition of HW/SE/ SW	(A1)	\$5,000,000.00	(C)
Acquisition of SK & Sub- Contractors	(A2)	\$7,500,000.00	(D)
Total Evaluated Cost of Mark-ups = C+D:			\$(Enter Value into Table A3-12)

2.4 Travel and Living Expenses

The cost of travel and living expenses for contractors is not considered in the bid pricing.

2.5 Financial Bid Worksheet

Table A3-12 is a summary of all evaluated costs as determined in Tables A3-8 through A3-11. Bidders shall populate this table using the totals determined in Tables A3-9 through A3-11 where indicated by “\$Enter Value into Table A3-12”

Bidders shall include Table A3-8 through A3-12 with their Financial Bid.

If there are any discrepancies between the amounts in Table A3-12 and those in Tables A3-8 through A3-11, the cost will be recalculated using the values determined in Tables A3-8 through A3-11.

Table A3-12 - Total Evaluated Cost of Bid

Cost Summaries	Total Evaluated Cost
Personnel Cost Summary	\$
Core Work Cost Summary	\$
Cost with Mark-ups	\$
Total Evaluated Cost	\$

3 INDUSTRIAL AND TECHNOLOGICAL BENEFITS VALUE PROPOSITION EVALUATION PLAN

1. INTRODUCTION

- 1.1. The purpose of the Value Proposition (VP) Evaluation Plan (Evaluation Plan) is to describe the methodology that will be used to evaluate the VP Proposal (Bid) submitted by the Bidder.
- 1.2. The Bid will be evaluated as either responsive or not responsive. The Bid will be deemed responsive if it: i) meets all of the mandatory requirements outlined in Section 2; and, ii) meets the minimum assessment values outlined in Section 3.
- 1.3. All responsive bids will then be evaluated based on rated criteria, as outlined in Section 4.
- 1.4. The results of the evaluation will be conveyed to the Contracting Authority. The results will then be integrated into the overall bid evaluation results, as outlined in section 4 of the Land C4ISR Transition Software Support Contract (LTSSC) (the Project) Evaluation Plan.
- 1.5. The Bidder is strongly encouraged to closely review the entire Bidder Instructions document.
- 1.6. Defined terms not otherwise defined in this document have the meaning given to them in the ITB Terms and Conditions and the Request for Proposal, including appendices, to which this Evaluation Plan is attached.

2. MANDATORY REQUIREMENTS

- 2.1. The chart below details each mandatory requirement and how the ITB Authority will assess whether it has been met. The Bid will be assessed as responsive or not responsive. To be considered responsive, all mandatory requirements must be met.

Table 2-1, Mandatory Requirements Evaluation Chart

Mandatory Requirement	Method to Confirm
1. Bidder commits to achieving Transactions, measured in Canadian content value (CCV), valued at not less than 100 percent of the Contract Price (including options exercised) or the total CCV of identified Transactions, whichever is higher, to be achieved within	Mandatory requirements certificate is duly signed and submitted.

the Achievement Period.	
2. Commits to achieving Direct Transactions valued at not less than 70 percent of the Contract Price in CCV, or the total CCV of Direct Transaction Commitments in the Bid, whichever is higher, including options exercised, to be achieved within the Achievement Period.	Mandatory requirements certificate is duly signed and submitted
3. Bidder has specified its Total Evaluated Cost of Bid , not including taxes, and not including options, and rounded to the nearest dollar.	Mandatory requirements certificate is duly signed and submitted, with Total Evaluated Cost of Bid provided.
3a. Bidder has identified Transactions which are detailed, fully described and equal in total to not less than 30 percent of the Total Evaluated Cost of Bid in CCV. All Transactions identified in the Bid must align with one or more of the rated criteria specified in Sections 4.1.1 to 4.1.3 of the Evaluation Plan	Alignment of the Transaction with one or more of the rated criteria is confirmed. CCV value of each Transaction in the Bid is totalled, then compared against the Total Evaluated Cost of Bid . Mandatory requirements certificate is duly signed and submitted.
3b. Bidder commits to identifying one (1) year after the Effective Date of Contract , Transactions that are detailed fully described and bring the cumulative total of identified Transactions to not less than 60 percent of the Contract Price, measured in CCV.	Mandatory requirements certificate is duly signed and submitted.
3c. Bidder commits to identifying three (3) years after Effective Date of Contract , and for each additional contract option year exercised, Transactions that are detailed, fully described and bring the cumulative total of identified Transactions to 100 percent of the Contract Price, measured in CCV	Mandatory requirements certificate is duly signed and submitted.
4. Commits to achieving Small and Medium Business Transactions valued at not less than 10 percent of the Contract Price in CCV, or the total CCV of Small and Medium Business Commitments in the Bid, whichever is higher, including options exercised, to be achieved within the Achievement Period.	Mandatory requirements certificate is duly signed and submitted.
5. Commits to achieving Research and Development Activity Transactions valued at not less than 1 percent of the Contract Price in CCV, or the total CCV of Research and Development Commitments in the Bid, whichever is higher, including options exercised, to be achieved within the Achievement Period.	Mandatory requirements certificate is duly signed and submitted.
6. Bidder accepts all of the ITB Terms & Conditions.	Mandatory requirements certificate is duly signed and

	submitted.
7. Bidder submits all the required components in its Bid: <ul style="list-style-type: none">• Company Business Plan• ITB Management Plan• Regional Development Plan• Small and Medium Business Development Plan• Detailed transaction sheets, accompanied by a summary chart of all Transactions.• Signed Mandatory requirements certificate	Presence of each required component in the Bid and the Mandatory requirements certificate is duly signed and submitted.

3. MINIMUM ASSESSMENT VALUES

3.1. The Plans will be evaluated to determine if they meet the minimum assessment values below.

3.1.1. The Bidder's four Plans will be evaluated to confirm that they are present in the Bid. The Plans are then assessed for quality and for risk, using the assessments in Tables 3-1 and 3-2.

3.1.2. Quality will be assessed as to whether the Plans respond to the requested components outlined in Section 5 of the Bidder Instructions, the level of detail in the component, and how well the content of the Plan meets the ITB Objectives outlined in Section 3 of the Bidder Instructions.

3.1.3. Quality will be assessed on a scale of one (1) to four (4), using the values below in Table 3-1.

Table 3- 1, Plan Quality Assessments

VALUE	4 PLAN – QUALITY ASSESSMENTS
4	SUPERIOR Plan contains detailed responses to four or more of the requested items in Section 5.4 to 5.7, both inclusive, as applicable, of the Bidder Instructions. The Plan demonstrates that many of Canada’s ITB Objectives will be met.
3	GOOD Plan contains detailed responses to three of the requested items in Section 5.4 to 5.7, both inclusive, as applicable, of the Bidder Instructions. The Plan demonstrates that several of Canada’s ITB Objectives will be met.
2	POOR Plan contains detailed responses to two of the requested items in Section 5.4 to 5.7, both inclusive, as applicable, of the Bidder Instructions. The Plan demonstrates that some of Canada’s ITB Objectives will be met.
1	VERY WEAK Plan contains detailed response to one or less of the requested items in the Section 5.4 to 5.7, both inclusive, as applicable, of the Bidder Instructions. The Plan does not demonstrate that Canada’s ITB Objectives will be met.

3.1.4. Risk will be assessed as to whether the Plans respond to the risk areas outlined in Section 5 of the Bidder Instructions and the level of detail provided.

3.1.5. Risk will be assessed on a scale of one (1) to four (4), using the values below in Table 3-2.

Table 3- 2, Plan Risk Assessments

VALUE	PLAN - RISK ASSESSMENTS
4	SUPERIOR Plan contains a detailed response to four or more of the risk areas in Section 5.3 of the Bidder Instructions, such that the probability of failure to achieve is extremely low.
3	GOOD Plan contains a detailed response to three of the risk areas in Section 5.3 of the Bidder Instructions, such that the probability of failure to achieve is low.

VALUE	PLAN - RISK ASSESSMENTS
2	POOR Plan contains a detailed response to two of the risk areas in Section 5.3 of the Bidder Instructions, such that the probability of failure to achieve is moderate.
1	VERY WEAK Plan contains a detailed response to one or less of the risk areas in Section 5.3 of the Bidder Instructions, such that the probability of failure to achieve is significant.

3.1.6. The Quality and Risk assessments agreed to by evaluators will be multiplied together and the sums added together to determine the final Plans assessment value for the Bid.

3.1.7. The Bidder must achieve or exceed a final Plans assessment value of thirty-two (32) (out of a possible sixty-four (64)).

EXAMPLE:

Table 3.3 - Example

Plan	Quality (A)	Risk (B)	Assessment Value (C) (C) = (A) x (B)
Company Business Plan	4	3	12
ITB Management Plan	2	3	6
Regional Development Plan	4	4	16
SMB Development Plan	4	2	8
Final plans assessment value			42

3.2. Evaluation of proposed Transactions

3.2.1. The Bidder's proposed Transactions will be evaluated to determine whether they comply with the Bidder Instructions and with the ITB Terms and Conditions, with respect to eligibility criteria, valuation, banking and transaction types.

3.2.2. If a proposed Transaction does not meet the criteria outlined in 3.2.1, it will be rejected and will receive no further consideration during the mandatory or rated evaluation, or in the Contract.

- 3.2.3. If a proposed Transaction meets the criteria outlined in 3.2.1, it will then be assessed in accordance with the Mandatory Requirements in Section 2, specifically paragraph 3a of Table 2-1 Mandatory Requirements Evaluation Chart.
- 3.2.4. Any Transactions identified in the Bid will be assessed to determine whether they align with one or more of the three rated evaluation criteria identified in sections 4.1.1 through 4.1.3. The Bidder should provide a level of detail sufficient to support the claim that the Transaction fits within a given criteria.
- 3.2.4.1. Transactions where the Bidder does not demonstrate alignment with the rated evaluation criteria will be rejected and will receive no further consideration during the mandatory or rated evaluation, or in the Contract.
- 3.2.4.2. Transactions where the Bidder demonstrates alignment with the rated evaluation criteria will be included as part of the Bidder's Commitments in the rated evaluation, outlined in Section 4 of the Evaluation Plan. These Transactions would also be included as an Obligation to be achieved in the Contract.

4. RATED EVALUATION

- 4.1. The Bidder's proposed Commitments will be evaluated against the rated criteria as described below.

Land C4ISR – Transition Software Support Contract (LTSSC) Value Proposition Strategic Objective
--

The strategic objective of the Value Proposition (VP) Framework for the Project is to ensure that Canadian capabilities are utilized directly on the procurement, while incentivizing high-quality research and development investments that support innovation and the competitiveness of Canada's Defence Sector, as well as supply chain integration opportunities for Canadian small and medium-sized businesses (SMB).

4.1.1 Direct Transactions

The Direct Transactions pillar will incentivize high-value work activities in Canada directly related to the Project. The Mandatory Requirement in this area ensures that a minimum amount of Canadian content is used for the provision of goods and services, where Canada has capabilities, while Value Proposition points seek to incentivize bidders to compete on the basis of maximizing Direct Transactions.

Table 4 – 1, Direct Transactions

Criteria	Available	Basis of Evaluation
----------	-----------	---------------------

	Points	
Direct Transactions		
Commitments to undertake Direct Transactions above 70 percent of Contract Price, up to a maximum of 100 percent	30	<p>Points will be awarded for Commitments to achieve Direct Transactions based on the following:</p> <p>The Bidder with the highest commitment to undertake Direct Transactions above seventy (70) percent of Contract Price up to a maximum of one hundred (100) percent, stated as a percentage of the Bidder's Total Evaluated Cost of Bid, not including options and measured in CCV, will receive thirty (30) points. All other bidders will be pro-rated down.</p> <p>Formula: Bidders total Direct Transaction Commitment above 70 percent (up to a maximum of 100 percent) divided by the highest bidder's Direct Transaction Commitment above 70 percent (up to a maximum of 100 percent), multiplied by 30 points.</p>

4.1.2 Research and Development:

The Research and Development (R&D) pillar will incentivize bidders to identify R&D Transactions with Canadian Companies, Canadian Post-Secondary Institutions, and/or Public Research Institutions that support Canada's high-value Defence Sector research capabilities.

Table 4 – 2, Research and Development

Criteria	Available Points	Basis of Evaluation
Research and Development		
Commitments to undertake R&D Activity Transactions with Canadian Companies and/or Post-Secondary Institutions or Public Research Institutions, above 1 percent of Contract Price, up to a maximum of 100 percent	50	<p>Points will be awarded for Commitments to achieve R&D Transactions based on the following:</p> <p>Commitments for each category of R&D Activity Transactions should be expressed as a commitment to undertake R&D Activity Transactions above one (1) percent of Contract Price.</p> <p>Commitment to R&D Activity Transactions in the Defence Sector with Canadian Post-Secondary</p>

		<p>Institutions or Public Research Institutions up to a maximum of one hundred (100) percent, stated as a percentage of the Bidder's Total Evaluated Cost of Bid , not including options and measured in CCV, will receive two (2) points for every percentage of Total Evaluated Cost of Bid committed.</p> <p>Commitment to R&D Transactions in the Defence Sector with Canadian Companies up to a maximum of one hundred (100) percent, stated as a percentage of the Bidder's Total Evaluated Cost of Bid , not including options and measured in CCV, will receive one (1) point for every percentage of Total Evaluated Cost of Bid committed.</p> <p>The R&D point accumulation is calculated by totalling the points accumulated in R&D Activities in the Defence Sector with Canadian Companies and Post-Secondary Institutions or Public Research Institutions. The Bidder with the highest point accumulation for such commitments above one (1) percent of Contract Price up to a maximum of one hundred (100) percent, will receive fifty (50) points. All other bidders will be pro-rated down.</p> <p>Formula: (Bidder's R&D Activity point accumulation divided by the highest bidder's R&D Activity point accumulation) multiplied by 50 points.</p>
--	--	---

4.1.3. Small and Medium Sized Businesses (SMBs):

The Small and Medium-sized Business (SMB) pillar will incentivize bidders to work with SMB across Canada, to integrate them into supply chains, and invest in developing their skills, capacity, quality and productivity so they can remain competitive in the global market.

Table 4 – 3, Small and Medium Sized Businesses

Criteria	Available Points	Basis of Evaluation
<u>Small and Medium Sized Businesses</u>		

Commitments to undertake Transactions with SMBs above 10 percent of Contract Price, up to a maximum of 100 percent	20	<p>Points will be awarded for Commitments to achieve Transactions based on the following:</p> <p>The Bidder with the highest Commitment to undertake Transactions with SMBs above ten (10) percent of Contract Price up to a maximum of one hundred (100) percent, stated as a percentage of the Bidder's Total Evaluated Cost of Bid , not including options and measured in CCV, will receive twenty (20) points. All other bidders will be pro-rated down.</p> <p>Formula: Bidders total SMB Commitment above 10 percent (up to a maximum of 100 percent), divided by the highest bidder SMB Commitment above 10 percent (up to a maximum of 100 percent), multiplied by 20 points.</p>
--	----	--

4.2. In the event that the Bidder identifies Commitments or proposed Transactions in its Bid valued at more than 100 percent of the Total Evaluated Cost of Bid, no additional points will be earned in the rated evaluation, above those outlined in the Evaluation Plan. Additionally in this event, the Obligation values in Article 3.1.1 of the Terms and Conditions (including the sub-obligations) would be increased to match the total value of those

4.3. One identified Transaction may be aligned with multiple criteria and will be scored as such, up to the maximum total points. All Transactions that meet the criteria in Section 3.2 and Commitments identified in the Bid will be included as an Obligation to be achieved in the ensuing Contract.

4.4. In the event that the Bidder's total identified Transactions in the Bid align with any of the three rated VP criteria, expressed as a percentage of Total Evaluated Cost of Bid , is greater than the Bidder's Commitment in the same VP criteria as expressed in the Rated Criteria Certificate, the higher value will both be considered as the Bidder's Commitment in the rated evaluation described in Section 4, and as the Obligation to be achieved in Article 3 of the ensuing Contract.

4.5. Table 4-4 below summarizes the rated evaluation scoring:

Table 4-4 – Transaction Scoring

Criteria	Available Points	Basis of Evaluation
Direct Transactions	30	
Commitment		Commitment above 70 percent, expressed as CCV percentage of Total Evaluated Cost of Bid on signed rated criteria certificate (or CCV percentage of identified Direct Transactions, whichever is higher)
Research and Development	50	
Commitment		Commitment above 1 percent, expressed as CCV percentage of Total Evaluated Cost of Bid on signed rated criteria certificate (or CCV percentage of identified Research and Development Transactions, whichever is higher)
Portion of commitment involving Canadian Companies		Commitment expressed as CCV percentage of Total Evaluated Cost of Bid on signed rated criteria certificate (or CCV percentage of identified Research and Development Transactions with Canadian Companies, whichever is higher)
Portion of commitment involving Post-Secondary Institutions or Public Research Institutions		Commitment expressed as CCV percentage of Total Evaluated Cost of Bid on signed rated criteria certificate (or CCV percentage of identified Research and Development Transactions with Post-Secondary Institutions or Public Research Institutions, whichever is higher)
Small and Medium Sized Businesses	20	
Commitment		Commitment above 10 percent, expressed as CCV percentage of Total Evaluated Cost of Bid on signed rated criteria certificate (or CCV percentage of identified SMB Transactions, whichever is higher)
Total Points	100	

4.6. Total VP Score: The Bidder's scores for commitments will be totaled to reach a Total VP Score, which will then be weighted at seventeen (17) percent of the total available score for the Project's overall bid evaluation.

5. PROCESS

5.1. The evaluation is led by the ITB Authority, with participation from representatives of the regional development agencies, and, if required, other subject matter experts.

- 5.2. Evaluation assessments and scoring will be carried out by consensus, wherein the Bid will be read, discussed and each evaluator will agree to a score for each rated element. Consensus on broader issues will be sought, such that evaluators agree on the need for and nature of any clarifying questions or advice sought from outside experts. Where consensus on scoring, issues or other questions cannot be reached following discussion, the ISED Evaluation Lead will make the final decision.
- 5.3. The ITB Authority will hold overall responsibility for ensuring that the members of the evaluation team carry out their responsibilities. The ITB Authority will act as the liaison between the evaluation team and outside officials.