



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

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

**11 Laurier St. / 11, rue Laurier**

**Place du Portage, Phase III**

**Core 0B2 / Noyau 0B2**

**Gatineau**

**Québec**

**K1A 0S5**

**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du**

**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Maritime Aircraft Division/Division de aéronefs maritimes

11 Laurier St. / 11, rue Laurier

8C1, Place du Portage

Gatineau

Québec

K1A 0S5

<b>Title - Sujet</b> R&O Contract for the TPS-70	
<b>Solicitation No. - N° de l'invitation</b> W8485-184503/A	<b>Date</b> 2018-09-27
<b>Client Reference No. - N° de référence du client</b> 6000402916	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$BQ-137-27004	
<b>File No. - N° de dossier</b> 137bq.W8485-184503	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2018-11-07</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Anthony, Joan	<b>Buyer Id - Id de l'acheteur</b> 137bq
<b>Telephone No. - N° de téléphone</b> (819) - 420 (6361)	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## **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.

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

### **1.2 Summary**

- 1.2.1 Canada's Department of National Defence (DND) has an on-going Repair and Overhaul (R&O) requirement for a Contractor to provide Support Services for two TPS-70 Radar Systems located at Bagotville and Cold Lake. The services for this requirement will include, telephone technical support, on-site system evaluations, system level support and overhaul and system maintenance training.

The contract is for three (3) years, plus two (2) one-year optional periods to be exercised at the sole discretion of Canada.

- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- 1.2.3 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).
- 1.2.4 This procurement is subject to the Controlled Goods Program. The Defence Production Act defines Canadian Controlled Goods as certain goods listed in Canada's Export Control List, a regulation made pursuant to the Export and Import Permits Act (EIPA).
- 1.2.5 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification."

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### 1.3 Debriefings

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

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (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: 180 days

#### 2.1.1 SACC Manual Clauses

A9130T (2014-11-27), Controlled Goods Program - Bid

B3000T (2006-06-16), Equivalent Products

B4051T (2014-06-26), Provisioning Parts Breakdown

B4052T (2014-06-26), Recommended Spare Parts List

#### 2.1.2 Condition of Material – Department of National Defence

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

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

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

### 2.2 Submission of Bids

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

## 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 Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

## 2.4 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.

## 2.5 Former Public Servant in Receipt of a Pension

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

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

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

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

## 2.6 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.

## 2.7 Enquiries - Bid Solicitation

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

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

## 2.8 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.

## 2.9 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least five (5) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted.

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

Section I: Technical Bid (4 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

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

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

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

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

#### **Section I: Technical Bid**

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

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



## **Section II: Financial Bid**

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

### **3.1.2 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "D" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "D" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### **3.1.3 Exchange Rate Fluctuation**

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

### **3.1.4 SACC Manual Clauses**

## **Section III: Certifications**

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

## **Section IV: Additional Information**

### **3.1.5 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures**

**3.1.4.1** The Company Security Officer must ensure through the Contract Security Program that the Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1. Mandatory Technical Criteria

Number	Description	Not Met	Met
<b>M1</b>	The bidder must have a minimum of <b>five (5) years'</b> experience <u>within the last 8 years</u> providing repair and overhauls services on radar system components. The services provided must have included the following: <ul style="list-style-type: none"> <li>• identification and correction of specific defects causing an item to function below its specifications and;</li> <li>• restoring components within a radar system or subsystem to its original condition.</li> </ul>		
<b>M2</b>	The bidder must have a minimum of <b>three (3) years'</b> experience <u>within the last 5 years</u> controlling parts for repair utilizing serial numbered work orders.		
<b>M3</b>	The bidder must have a minimum of <b>three (3) years'</b> experience <u>within the last 5 years</u> providing repair and overhaul services within specified equipment Turn Around Times (TAT).		
<b>M4</b>	The bidder must have completed a minimum of <b>two (2)</b> contracts where they have been responsible for importing and exporting CTAT/ITAR parts and or materials utilizing a third party carrier.		
<b>M5</b>	The bidder must have a minimum of <b>two (2) years'</b> experience <u>within the last 5 years</u> performing technical investigations and engineering studies to identify potential Commercial Off the Shelf (COTS) technology insertions and replacements.		
<b>M6</b>	The bidder must have a minimum of <b>two (2) years'</b> experience <u>within the last 5 years</u> providing clients with technical support for radar system problems via the telephone.		
<b>M7</b>	The bidder must have a minimum of <b>one (1) year</b> experience <u>within the past 3 years</u> of conducting on-site evaluations for the purpose of recommending systems overhauls for radar systems.		
<b>M8</b>	The bidder must have a minimum of <b>one (1) year</b> experience <u>within the past 3 years</u> satisfying Priority Repair Requests (PRRs).		

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## **4.1.2 Financial Evaluation**

### **4.1.2.1 Financial Evaluation Evaluation of Price – Canadian / Foreign Bidders**

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

## **4.2 Basis of Selection**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## 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 Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### 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 section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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](https://www.canada.ca/en/employment-social-development/canada/esdc/labour) website (<https://www.canada.ca/en/employment-social-development/canada/esdc/labour>).

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.

Solicitation No. - N° de l'invitation

W8485-184503

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

W8485-184503

Amd. No. - N° de la modif.

File No. - N° du dossier

137bq- W8485-184503

Buyer ID - Id de l'acheteur

137bq

CCC No./N° CCC - FMS No./N° VME

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

## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 Security Requirements**

1. At the date of bid closing, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. For additional information on security requirements, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

## **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 Statement of Work at Annex "A" and its' Appendices.

### **7.2 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 DND 626 Task Authorization Form ("Task Authorization") as per Annex E. The Work described in the Task Authorization must be in accordance with the scope of the Contract.

#### **7.2.1 Task Authorization Process**

1. The procurement Authority will provide a Statement of work requesting a price estimate from the Contractor for the work requirement and deliverable.
2. The Contractor must provide the Procurement Authority, within 15 calendar days of its receipt with the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract and are to include all applicable charge, i.e. labour hours and rates, material costs and mark-up. In the event of an emergency tasking the timeline is less than 15 calendar days.
3. Once the price is agreed to, a DND 626, Task Authorization form will be issued outlining the work requirement, providing the target dates for the deliverables.
4. The Contractor must not commence work until a TA authorized by the Procurement Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

#### **7.2.2 Task Authorization Limit**

The Procurement Authority may authorize individual task authorizations up to a limit of \$40,000.00, Applicable Taxes included, inclusive of any revisions.

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

#### **7.2.3 Task Authorization - Department of National Defence**

The administration of the Task Authorization process will be carried out by (OAP 7-2-4). This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

#### **7.2.4 Tasking Process (TIES & AWRs)**

For Repair and Overhaul

The Contractor shall receive work authorization by Canadian DND Voucher Form DND 2227 or the actual input document accompanying each repairable shipment. The special instruction block of this form will be filled out only when special instructions pertain to the repair of an item. Work orders must be received directly from Canadian Forces Units/Bases or Canadian Forces Supply Depots.

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

a. ensure that the estimated costs of repair do not exceed 35% of the Contractor's most recent selling price;

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

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

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

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

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

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

### **7.2.5 Canada's Obligation - Portion of the Work - Task Authorizations**

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

### **7.2.6 Periodic Usage Reports - Contracts with Task Authorizations**

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

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

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

The tri-annual periods are defined as follows:

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

2nd period: August 1 to November 30; and

3rd period: December 1 to March 31.

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

### **7.3 Standard Clauses and Conditions**

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

#### **7.3.1 General Conditions**



2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### 7.3.2 Supplemental General Conditions

4012 (2012-07-16) Goods - Higher Complexity, apply to and form part of the Contract.

### 7.4 Security Requirements

**7.4.1** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

#### SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of **SECRET**, issued by the Canadian Industrial Security Directorate (CISD), **Public Works and Government Services Canada (PWGSC)**.
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid personnel security screening at the level of **RELIABILITY STATUS or SECRET** as required, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. 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).
5. The Contractor/Offeror must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex "C";
  - (b) *Industrial Security Manual* (Latest Edition).

#### SECURITY REQUIREMENT FOR FOREIGN SUPPLIER:

1. The Foreign recipient **Contractor / Offeror / Subcontractor** shall, at all times during the performance of the **Contract / Standing Offer / Subcontract**, hold a valid Facility Security Clearance (FSC), issued by the NSA/DSA of **the supplier's country**, at the equivalent level of **SECRET** in accordance with the national policies of **the supplier's country**.
2. All **CANADA CLASSIFIED** information/assets accessed by the Foreign recipient **Contractor / Offeror / Subcontractor** shall NOT be safeguarded at the Foreign recipient's sites.
3. Throughout the duration of this **Contract / Standing Offer / Subcontract**, the Foreign recipient **Contractor / Offeror / Subcontractor** shall adhere to its respective national policies pertaining to the examination, possession and / or transfer of Canadian Controlled Goods and shall immediately report to its responsible National Security Authority (NSA) all cases in which it is known or there is reason to suspect that Canadian Controlled Good, furnished or generated pursuant to this **Contract / Standing Offer / Subcontract** have been lost or disclosed to unauthorized persons, including but not limited to a third party government, person, firm, or representative thereof. Canadian Controlled Goods which are lost or compromised while handled outside of Canada, should be immediately reported to the Canadian Government Authority owner

of the Canadian Controlled Goods, for example the Canadian Department that issued the Canadian Controlled Goods to the Foreign recipient **Contractor / Offeror / Subcontractor**, as part of this **Contract / Standing Offer / Subcontract**. The Defence Production Act defines Canadian Controlled Goods (S.35).

4. **CANADA CLASSIFIED** information/assets shall be released only to Foreign recipient **Contractor / Offeror / Subcontractor** personnel, who have a need-to-know for the performance of the **Contract / Standing Offer / Subcontract** and who have a Personnel Security Clearance at the level of **SECRET**, granted by their respective National Security Authority (NSA) or Designated Security Authority (DSA) of **the supplier's country**, in accordance with national policies of **the supplier's country**.
5. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of their respective National Security Authority (NSA) or Designated Security Authority (DSA), in accordance with the national policies of the **supplier's country**.
6. The Foreign recipient **Contractor / Offeror / Subcontractor** visiting Canadian Government or industrial facilities, under this contract, will submit a Request for Visit form to Canada's Designated Security Authority (DSA) through their respective National Security Authority (NSA) or Designated Security Authority (DSA).
7. The Foreign recipient **Contractor / Offeror / Subcontractor** shall immediately report to its respective National Security Authority (NSA) or Designated Security Authority (DSA) all cases in which it is known or there is reason to suspect that **CANADA CLASSIFIED** information/assets accessed by the Foreign recipient **Contractor / Offeror / Subcontractor**, pursuant this **Contract / Standing Offer / Subcontract**, have been lost or disclosed to unauthorized persons.
8. The Foreign recipient **Contractor / Offeror / Subcontractor** shall comply with the provisions of the International bilateral industrial security instrument between **the supplier's country** and Canada, in relation to equivalencies.
9. The Foreign recipient **Contractor / Offeror / Subcontractor** must comply with the provisions of the Security Requirements Check List attached at Annex "C".
10. In the event that a foreign recipient **Contractor / Offeror / Subcontractor** is chosen as a supplier for this Contract, subsequent Country-Specific Foreign security requirement clauses shall be generated and promulgated by the Canadian DSA, and provided to the Government of Canada Contracting Authority, to ensure compliance with the security provisions, as defined by the Canadian DSA, in relation to equivalencies.

## 7.5 Term of Contract

### 7.5.1 Period of the Contract

The period of the Contract is for from contract award to January 21<sup>st</sup>, 2022.

### 7.5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s), under the same conditions. The Contractor agrees that, during the

extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

### **7.5.3 End of Contract Period**

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

### **7.5.4 Work in Process (WIP)**

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

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

### **7.5.5 Wind-Down Option**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to ninety (90) days under the same terms and conditions as the current period of performance. This option is solely for the completion of Work in Process (WIP) identified by the Contractor and accepted by Canada as being unable to be completed prior to the end of the Contract period. No new Work or Task Authorizations shall be permitted or authorized within this option period. Canada is not required to utilize any or all of its options pursuant to Section 7.4.2 before exercising this wind-down option period.

## **7.6 Authorities**

### **7.6.1 Contracting Authority**

The Contracting Authority for the Contract is:

#### **Joan Anthony**

Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Defence and Major Projects Sector, Maritime Aircraft Division (BQ)  
Place du Portage III  
11 Laurier St  
Gatineau, QC K1A 0K2  
E-mail address: [joan.anthony@tpsgc-pwgsc.gc.ca](mailto:joan.anthony@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.

## 7.6.2 Procurement Authority (PA)

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

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority, however, the Procurement Authority has no authority to authorize changes to the scope of the Contract. Changes to the scope of Contract can only be made through a contract amendment issued by the Contracting Authority. The Procurement Authority has authority to issue and amend DND 626, Task Authorization form

## 7.6.3 Technical Authority (TA)

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

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

## 7.6.4 Contractor's Representative **TBD if applicable**

Name:

Title:

Telephone:

Email:

## 7.7 Proactive Disclosure of Contracts with Former Public Servants

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

## 7.8 Payment

### 7.8.1 Basis of Payment

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

### 7.8.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.

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

## 7.9 Terms of Payment

### 7.9.1 Invoicing Instructions - Progress Payment Claim - Supporting Documentation required

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

#### Each claim must show:

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

#### Each claim must be supported by:

- a. a copy of time sheets to support the time claimed;
  - b. a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
  - c. a copy of the monthly progress report.
1. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
  2. The Contractor must prepare and certify one original and two (2) copies of the claim on form PWGSC-TPSGC 1111, and forward it to the Technical or Inspection Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.
  3. The Technical or Inspection Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
  4. The Contractor must not submit claims until all work identified in the claim is completed

## 7.9.2 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

## 7.9.3 Discretionary Audit

1. The following are subject to government audit before or after payment is made:
  - a. The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
  - b. The accuracy of the Contractor's time recording system.
  - c. The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).
  - d. Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
2. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

## 7.10 Certifications and Additional Information

### 7.10.1 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.

### 7.10.2 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.

## 7.11 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

## 7.12 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 4012 (2012-07-16) Goods - Higher Complexity;
- (c) the general conditions 2035 (2018-06-21), General Conditions - Higher Complexity - Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) the signed Task Authorizations (including all of its annexes, if any);
- (h) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:* ", as clarified on \_\_\_\_\_ " **or** ", as amended on \_\_\_\_\_ " and insert date(s) of clarification(s) or amendment(s)).

## 7.13 Defence Contract

SACC Manual clause A9006C (2012-07-16) Defence Contract

## 7.14 Canadian Forces Site Regulations

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

## 7.15 Shipment of Dangerous Goods/Hazardous Products

1. The Contractor must mark dangerous goods/hazardous products which are classed as dangerous/hazardous as follows:
  - a. shipping container - in accordance with the Transportation of Dangerous Goods Act, 1992, c. 34; and
  - b. immediate product container - in accordance with the Hazardous Products Act, R.S., 1985, c. H-3.
2. The Contractor must provide bilingual Safety Data Sheets, indicating the NATO Stock Number as follows:
  - a. two hard copies:
    - i. one copy to be enclosed with the shipment, and
    - ii. one copy to be mailed to:  
National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, Ontario K1A 0K2  
Attention: DSCO 5-4-2
  - b. one copy sent in any electronic format to the following address: MSDS-FS@FORCES.GC.CA.
3. The Contractor will be responsible for any damages caused by improper packaging, labelling or carriage of dangerous goods/hazardous products.
4. The Contractor must ensure they adhere to all levels of regulations regarding dangerous goods/hazardous products as set forth by federal, provincial and municipal laws and by-laws.
5. The Contractor must contact the consignee (i.e. Supply Depot Traffic Section) at least 48 hours before shipping dangerous goods/hazardous products in order to schedule a receiving time.

## 7.16 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)

## 7.17 Insurance

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



## **ANNEX “A”**

### **STATEMENT OF WORK**

#### **1.0 GENERAL**

##### **1.1 AIM**

1.1.1 The purpose of this Statement of Work (SOW) is to identify additional AN/TPS-70 Support Services that are not already identified in the standard Logistics Repair & Overhaul SOW attached as (Appendix A1).

##### **2.1 TELEPHONE TECHNICAL SUPPORT**

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

##### **2.2 ON-SITE SYSTEM EVALUATIONS**

2.2.1 When authorized and requested by the Project Authority (PA), the Contractor shall conduct on-site system evaluations of the Bagotville and Cold Lake TPS-70 radar systems. The on-site system evaluations is expected to be done annually and for maximum period of five days per site. A detailed written proposals of recommended system overhauls that could be performed either on site or at the Contractor's facility must be provided to the TA.

##### **2.3 SYSTEM LEVEL SUPPORT AND OVERHAUL**

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

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

##### **2.4 TPS-70 MAINTENANCE TRAINING**

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

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

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## **3.0 REPORTS**

### **3.1 R&O MONTHLY STATUS REPORT**

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

## **Appendix 1 to Annex A**

### **LOGISTICS**

### **STATEMENT OF WORK**

*For*

#### **Repair and Overhaul Contracts**

#### **Including**

#### **In and Out of Country Repair**

#### **Major Equipment**

#### **Accountable Advance Spares**

***Issued on authority of the Assistant Deputy Minister (Material) (ADM(Mat))***

**OPI: DMPP 9 30-09-2015**

## 1.0 GENERAL INTRODUCTION

### 1.1 AIM

This Logistic Statement of Work (LOG SOW) is distributed on the authority of the Assistant Deputy Minister (Material) (ADM(Mat)). It will be distributed, as required, internally to ADM (Mat) staff engaged in creating Repair and Overhaul (R&O) Contracts and Procurement Instruments (PI) and those who manage Repair and Overhaul Contracts.

This is a common LOG SOW which will entail contract conditions for Repair and Overhaul contracts for:

**In and Out of country:** For step by step instruction on in and out of country repair process refer to Annex B in the A-LM-184-001/JS-001. This model will describe the roles and responsibilities in the end to end repair process.

**Major Equipment:** For complete instructions on receipt of Major Equipment, refer to Chapter 2 in the A-LM-184-001/JS-001

**Accountable Advance Spares** For complete instruction on AAS, refer to Chapter 8.2.7 in the A-LM-184-001/JS-001

**This LOG SOW is to be read in conjunction with the A-LM-184-001/JS-001 for additional information. It is to be noted that the following chapters are mandatory when using the LOGSOW and must not be removed from the LOGSOW. They are as follows:**

**The following Chapters will be identified as mandatory or as applicable.**

It is important to understand the system of record (DRMIS) being used in DND and the various account structures in place. All of this information is located in Chapter 1.1 of the A-LM-184-001/JS-001.

### 1.2 EXTENT OF WORK/TYPES OF EQUIPMENT (Mandatory)

Refer to Chapter 1.2 of A-LM-184-001/JS-001 for further information on the different types of DND Equipment that are authorized for repair and the category types.

### 2.0 RECEIPT (Mandatory)

Refer to Ch. 2.0 of the A-L-M 184 for complete instruction on how to process receipts

### 2.1 DISCREPANCIES IN SHIPMENTS (Mandatory)

The Contractor must action discrepancies in shipments in accordance with Chapter 2.1 of A-LM-184-001/JS-001.

### 3.0 WORK CONTROL (Mandatory)

The Contractor must ensure that the repair of all DND equipment is controlled by a serial numbered work order IAW Chap 3 of A-LM-184-001/JS-001.

### **3.1 COMPLETION OF WORK (Mandatory)**

Refer to Chapter 3.1 of A-LM-184-001/JS-001.

### **3.2 STOP REPAIR ACTION (Mandatory)**

The Contractor must comply immediately with all stop repair instructions. Detailed procedures are contained in Chapter 3.2 of A-LM-184-001/JS-001.

### **4.0 ANNUAL REPAIR FORECAST – SNAPS (As applicable on an exceptional basis))**

Refer to Chapter 4 of the A-LM-184-001/JS-001 for more information.

### **5.0 COST CONTROL (Mandatory)**

Refer to Chapter 5.0 of the A-LM-184-001/JS-001 for more information

### **6.0 COSTING RECORDS (Mandatory)**

The Contractor must prepare forms and maintain records IAW Chapter 6.0 of the A-LM-184-001/JS-001.

#### **6.1 INVOICE / CLAIMS FOR PAYMENT (AAS SPARES) (As applicable)**

Not applicable

### **7.0 MAINTENANCE SUPPORT-MINOR REPAIRS (Mandatory)**

Refer to Chapter 7.0 of the A-LM-184-001/JS-001 for more information

#### **7.1 MOBILE REPAIR PARTIES (MRPs) (As Applicable)**

Refer to Chapter 7.1 of the A-LM-184-001/JS-001 for more information

#### **7.2 EQUIPMENT TURN AROUND TIME (TAT) (Mandatory)**

Refer to Chapter 7.2 of the A-LM-184-001/JS-001 for more information

#### **7.3 PRIORITY REPAIR REQUEST (PRR) (Mandatory)**

Refer to Chapter 7.3 of the A-LM-184-001/JS-001 for more information

#### **7.4 SPECIAL INVESTIGATIONS & TECHNICAL STUDIES (SITs) (As applicable)**

Refer to Chapter 7.4 of the A-LM-184-001/JS-001 for more information

#### **7.5 TECHNICAL INVESTIGATIONS & ENGINEERING STUDIES (TIES) (As Applicable)**

Refer to Chapter 7.5 of the A-LM-184-001/JS-001 for more information

### **7.6 TERMINATION OF CONTRACT (Mandatory)**

Refer to Chapter 7.6 of A-LM-184-001/JS-001.

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## **8.0 SUPPLY SUPPORT/SUSTAINMENT SUPPORT (Mandatory)**

### **8.1 TRANSACTION DOCUMENTATION (Mandatory)**

Refer to Chapter 8.1 of A-LM-184-001/JS-001 for more information

### **8.2 CONTRACTOR SUPPLY ACCOUNTING (Mandatory)**

Refer to Ch. 8.2. For explanation of CRPA/CIS

#### **8.2.3 CONTRACTOR ISSUE SPARES (CIS) MATERIEL RECEIVED OFF CONTRACT/PROCUREMENT (As Applicable)**

Not applicable.

#### **8.2.4 SHORTAGE OF CONTRACT ISSUE SPARES (CIS) (As Applicable)**

Not applicable.

#### **8.2.5 ORDERING/RECEIVING CATALOGUED CIS IN DRMIS (As Applicable)**

Not applicable.

#### **8.2.6 GOVERNMENT FURNISHED OVERHAUL SPARES (GFOS) (As Applicable)**

Refer to Section 8.2.6 for further explanation and detail.

#### **8.2.7 ACCOUNTABLE ADVANCE SPARES (AAS) (As Applicable)**

Refer to Section 8.2.7 for further explanation and detail.

### **8.3 MANAGEMENT OF DND-OWNED SPARES (As Applicable)**

Refer to Chapter 8.3.1 of A-LM-184-001/JS-001 for more information

### **8.4 SPARES REVIEW (As applicable)**

Refer to Chapter 8.4 of A-LM-184-001/JS-001 for more information

#### **8.4.1 LOAN OF GOVERNMENT FURNISHED INFORMATION/ GOVERNMENT FURNISHED EQUIPMENT (GFI/GFE) (As Applicable)**

Refer to Section 8.4.1 for further explanation and detail.

### **8.5 STOCKTAKING (Mandatory)**

Refer to Section 8.5 for further explanation and detail

### **8.6 SELECTION NOTICE OBSERVATION MESSAGE (SNOM) (Mandatory)**

Refer to Chapter 8.6 of A-LM-184-001/JS-001

### **8.7 EMBODIMENT FEES (As applicable)**

Not applicable.

## **8.8 LOSS OR DAMAGE TO DND MATERIEL (Mandatory)**

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

## **8.9 SCRAP - CUSTODY & DISPOSAL (Mandatory)**

Refer to section 8.9 of A-LM-184-001/JS-001 for further explanation and detail.

## **8.10 PACKAGING (Mandatory)**

Refer to section 8.10 of A-LM-184-001/JS-001 for further explanation and detail.

## **8.11 REUSABLE CONTAINER (As applicable)**

Refer to Chapter 8.11 of the A-LM-184-001/JS-001.

## **8.12 TRANSPORTATION/SHIPMENT IDENTIFICATION/MODE OF SHIPMENT/LOSS OR DAMAGE IN TRANSIT/ GENERAL CLAIMS PROCEDURES (Mandatory)**

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

## **9.0 WARRANTY CONSIDERATION (Mandatory)**

Refer to Chapter 9.0 of the A-LM-184-001/JS-001 for more information.

## **10.0 CONTRACTOR USE OF DND EQUIPMENT/PUBLICATIONS (As applicable)**

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

## **11.0 PUBLICATIONS (As applicable)**

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

## **12.0 OFFICE SERVICES (As applicable)**

Refer to Ch. 12 of A-LM-184-001/JS-001 for further explanation.

## **13.0 MINUTES OF MEETINGS (Mandatory)**

Refer to Ch. 13 of A-LM-184-001/JS-001 for further explanation.

## **14.0 PLANT SHUTDOWN/VACATION PERIOD (Mandatory)**

Refer to Ch. 14 of A-LM-184-001/JS-001 for further explanation.

## **15.0 REPORTS (Mandatory)**

Refer to Ch. 15 of A-LM-184-001/JS-001 for complete list of reports available to contractors.

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## Appendix 2

A-LM-184-001-JS-001- Special Instructions, Repair and Overhaul Contractors.



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## ANNEX "B"

### BASIS OF PAYMENT

Rates provided in the tables below under Annex "B" will be used for the tabulations under the Financial Evaluations Spreadsheet attached as Annex "G".

An "Estimated level of effort" has been provided for each year. The rates provided below will be entered on the spreadsheet at Annex "G" under "Unit Price or %".

The technically compliant Bidder with the lowest evaluated cost will be awarded a contract.

A firm price must be provided under each category for each year.

#### B.1 Labour

**Table 1 - Firm all-inclusive hourly rates for in-plant repair and Overhaul.**

The Contractor will be paid a firm all-inclusive hourly rate indicated for each of the following Categories:

	A	B	C	D	E
	YEAR 1 Contract Award to 21 January 2020	YEAR 2 2 <sup>nd</sup> Year Contract Period through to 21 January 2021	YEAR 3 3 <sup>rd</sup> Year Contract Period through to 21 January 2022	OPTION PERIOD 1 22 January 2022 to 21 January 2023	OPTION PERIOD 2 22 January 2023 to 21 January 2024
Labour Category B1.1					
Systems Engineer	\$	\$	\$	\$	\$
Engineer Service Tech	\$	\$	\$	\$	\$
Logistics Support	\$	\$	\$	\$	\$
Administration	\$	\$	\$	\$	\$
Course Trainer	\$	\$	\$	\$	\$

**Table 2 - Firm all-inclusive hourly rates for Special Investigation and Technical Studies.**

The Contractor will be paid a firm all-inclusive hourly rate indicated for each of the following Categories:

	A	B	C	D	E
	YEAR 1 Contract Award to 21 January 2020	YEAR 2 2 <sup>nd</sup> Year Contract Period through to 21 January 2021	YEAR 3 3 <sup>rd</sup> Year Contract Period through to 21 January 2022	OPTION PERIOD 1 22 January 2022 to 21 January 2023	OPTION PERIOD 2 22 January 2023 to 21 January 2024
Labour Category B1.2					
Systems Engineer	\$	\$	\$	\$	\$
System Technician	\$	\$	\$	\$	\$

**Table 3 - Firm all-inclusive hourly rates for Technical Investigation and Engineering Support.**

The Contractor will be paid a firm all-inclusive hourly rate indicated for each of the following Categories:

	A	B	C	D	E
	YEAR 1 Contract Award to 21 January 2020	YEAR 2 2 <sup>nd</sup> Year Contract Period through to 21 January 2021	YEAR 3 3 <sup>rd</sup> Year Contract Period through to 21 January 2022	OPTION PERIOD 1 22 January 2022 to 21 January 2023	OPTION PERIOD 2 22 January 2023 to 21 January 2024
Labour Category B1.3					
Systems Engineer	\$	\$	\$	\$	\$
System Technician	\$	\$	\$	\$	\$

**Table 4 - Firm all-inclusive hourly rates for Field Service Representative (FSR) / Mobile Repair Party (MRP).**

The Contractor will be paid a firm all-inclusive hourly rate indicated:

	A	B	C	D	E
	YEAR 1 Contract Award to 21 January 2020	YEAR 2 2 <sup>nd</sup> Year Contract Period through to 21 January 2021	YEAR 3 3 <sup>rd</sup> Year Contract Period through to 21 January 2022	OPTION PERIOD 1 22 January 2022 to 21 January 2023	OPTION PERIOD 2 22 January 2023 to 21 January 2024
Labour Category B1.4					
Field Services Representative (FSR)/Mobile Repair Party (MRP)	\$	\$	\$	\$	\$

**B.2 Markups**

**Table 5 -Contractor Furnished Material Mark-up**

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

	A	B	C	D	E
	YEAR 1 Contract Award to 21 January 2020	YEAR 2 2 <sup>nd</sup> Year Contract Period through to 21 January 2021	YEAR 3 3 <sup>rd</sup> Year Contract Period through to 21 January 2022	OPTION PERIOD 1 22 January 2022 to 21 January 2023	OPTION PERIOD 2 22 January 2023 to 21 January 2024
B.2.1					

Mark-up on Material/Parts	_____ %	_____ %	_____ %
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Table 6- Subcontract Markup

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

B2.2	A	B	C	D	E
	YEAR 1 Contract Award to 21 January 2020	YEAR 2 2 <sup>nd</sup> Year Contract Period through to 21 January 2021	YEAR 3 3 <sup>rd</sup> Year Contract Period through to 21 January 2022	OPTION PERIOD 1 22 January 2022 to 21 January 2023	OPTION PERIOD 2 22 January 2023 to 21 January 2024
Mark-up on Subcontracts	_____ %	_____ %	_____ %	_____ %	_____ %

B.3 The following interpretations are applicable to this contract:

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

B4. For the period of the Contract the Contractor will be paid as follows:

B4.1 For the repair or overhaul of items including Accountable Advance Spares (AAS), pertaining to either of the AN/TPS-70(V) Transportable radar systems, the firm fixed Time and Material rates and mark-ups in Table 1-4 shall apply.

B4.2 For material required to complete authorized repairs or overhauls including AAS to the AN/TPS-70(V) transportable radar systems, the Contractor shall be paid actual laid down cost of the material plus the mark-ups indicated in Table 5.

B4.3 For all travel and living expenses, as authorized in advance by the DND Procurement Authority, the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".

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

All payments are subject to government audit.

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## **ANNEX "C"**

### **SECURITY REQUIREMENTS CHECK LIST**

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## **ANNEX “D” to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ ( ) VISA Acquisition Card;
- ☐ ( ) MasterCard Acquisition Card;
- ☐ ( ) Direct Deposit (Domestic and International);
- ☐ ( ) Electronic Data Interchange (EDI);
- ☐ ( ) Wire Transfer (International Only);
- ☐ ( ) Large Value Transfer System (LVTS) (Over \$25M)



## ANNEX "E" to PART 5 OF THE BID SOLICITATION

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's website](#).

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 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)

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## **ANNEX "F" DND 626 TASK AUTHORIZATION FORM**