



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

**Bid Receiving  
PWGSC  
33 City Centre Drive  
Suite 480C  
Mississauga  
Ontario  
L5B 2N5  
Bid Fax: (905) 615-2095**

**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**

Public Works and Government Services Canada  
Ontario Region  
33 City Centre Drive  
Suite 480  
Mississauga  
Ontario  
L5B 2N5

<b>Title - Sujet</b> Radar Tower Design Maintenance	
<b>Solicitation No. - N° de l'invitation</b> K3D33-190487/A	<b>Date</b> 2019-01-17
<b>Client Reference No. - N° de référence du client</b> K3D33-190487	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$TOR-015-7714	
<b>File No. - N° de dossier</b> TOR-8-41136 (015)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-02-27</b>	<b>Time Zone Fuseau horaire</b> Eastern Standard Time EST
<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> Abela, Aaron	<b>Buyer Id - Id de l'acheteur</b> tor015
<b>Telephone No. - N° de téléphone</b> (905) 615-2061 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b> DEPARTMENT OF THE ENVIRONMENT Canadian Weather Radar Replacement Radar Replacement Program Attn: Numesh Mulliah 4905 Dufferin Street Toronto Ontario M3H5T4 Canada	

**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 (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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K3D33-190487/A  
Client Ref. No. - N° de réf. du client  
K3D33-190487

Amd. No. - N° de la modif.  
File No. - N° du dossier  
TOR-8-41136

Buyer ID - Id de l'acheteur  
TOR015  
CCC No./N° CCC - FMS No./N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into six 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 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 Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the Task Authorization Form 572, and any other annexes.

### **1.2 Summary**

Environment and Climate Change Canada (ECCC) requires a 3rd party engineering services (Consultant) to review and assess up to 28 site-specific tower and foundation designs, drawings and specifications submitted by Leonardo GmbH on behalf of their tower and foundation Sub-Contractor prior to planned construction as part of the Canadian Weather Replacement Program (CWRRP). The assessment will serve to advise the CWRRP Technical Authority on approval of the design for implementation in the renewed National Radar Network. The anticipated number of Tower Design Assessment reports required is 28 in total.

This Task Authorization Contract will be for a period of 4 years from Date of Contract Award. There will be an option to extend the contract for one (1) additional one (1) year period.

It is anticipated that only one contract will be awarded as a result of this solicitation.

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA and the Canadian Free Trade Agreement (CFTA).

### **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.

## **1.4 ePost Connect service**

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

## **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 (2018-05-22) 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: 90 days

### **2.2 Submission of Bids**

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

Bid Receiving Unit – Acquisitions Ontario Region  
33 City Center Drive, Suite 480C  
Mississauga ON L5B 2N5  
[TPSGC.orrceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.orrceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca)  
(Bids/Offer will be not be accepted if emailed directly to this email address. This email is to initiate an Epost Connect conversation, as detailed in the Standard Instructions.)

905-615-2095

### **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.

## 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.

## Former Public Servant in Receipt of a Pension

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

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

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

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

## Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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.

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

### **3.1 Bid Preparation Instructions**

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies)  
Section II: Financial Bid (1 hard copy)  
Section III: Certifications (1 hard copy)

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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 hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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.

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

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

If Annex F 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.

## **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**

See Annex F – Evaluation Criteria.

##### **4.1.1.2 Point Rated Technical Criteria**

See Annex F – Evaluation Criteria.

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Mandatory Financial Criteria**

The Bidders must submit pricing in accordance with Annex B, Basis of Payment, with their bid at bid closing.

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

Calculation of Total Evaluated Price is as follows:

- a) The Firm unit prices quoted will be multiplied by the estimated quantity to arrive at a total price for each year (year 1, 2, 3, 4 and option period 1)
- b) The totals for Year 1, Year 2, Year 3, Year 4 and Option Period 1 will be added together to determine the Total Evaluated Price.

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit and Price**

- 1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
- 2. Bids not meeting (choose "(a) or (b) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40% for the price.

4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

<b>BASIS OF SELECTION - HIGHEST COMBINED RATING TECHNICAL MERIT (60%) AND PRICE (40%)</b>				
		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>OVERALL TECHNICAL SCORE</b>		115/135	89/135	92/135
<b>BID EVALUATED PRICE</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>CALCULATIONS</b>	<b>Technical Merit Score</b>	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	<b>Pricing Score</b>	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
<b>COMBINED RATING</b>		83.84	75.56	80.89
<b>OVERALL RATING</b>		1st	3rd	2nd

## **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 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>), 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 website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

#### **5.2.3 Additional Certifications Precedent to Contract Award**

##### **5.2.3.2 Status and Availability of Resources**

*SACC Manual* clause A3005T (2010-08-16), Status and Availability of Resources.

### **5.2.3.3 Education and Experience**

*SACC Manual* clause A3010T (2010-08-16), Education and Experience.

## **PART 6 - RESULTING CONTRACT CLAUSES**

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

### **6.1 Statement of Work**

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

### **6.2 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.

#### **6.2.1 Task Authorization Process**

1. The Project will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex D.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within 2 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project 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.

#### **6.2.2 Task Authorization Limit**

The Project Authority may authorize individual task authorizations up to a limit of \$50,000.00. Applicable Taxes included, inclusive of any revisions.

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

#### **6.2.3 Minimum Work Guarantee - All the Work - Task Authorizations**

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means \$35,000.00.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

#### **6.2.4 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. 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 yearly basis to the Contracting Authority.

The data must be submitted to the Contracting Authority no later than 15 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
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs

#### **6.3 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.

### **6.3.1 General Conditions**

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

### **6.4 Security Requirements**

There is no security requirement applicable to the Contract.

### **6.5 Term of Contract**

#### **6.5.1 Period of the Contract**

The period of the Contract is from date of Contract Award to four (4) years from the date of contract award.

#### **6.5.2 Contract Years Defined:**

Contract Year 1: Date of Contract Award to March 31, 2019  
Contract Year 2: April 1, 2019 to March 31, 2020  
Contract Year 3: April 1, 2020 to March 31, 2021  
Contract Year 4: April 1, 2021 to March 31, 2022  
Option Year 1 - Contract Year 5: April 1, 2022 to March 31, 2023

#### **6.5.2 Option to Extend the Contract**

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

Canada may exercise this option at any time by sending a written notice to the Contractor before the Contract expiry date. The option may only be exercised by the Contracting Authority by notice in writing, and will be evidenced, for administrative purposes only, through a contract amendment.

#### **6.5.3 Delivery Date**

All the deliverables must be in accordance with Annex A, Statement of Work, Section 6.1 Deliverables Item #8.

### **6.6 Authorities**

#### **6.6.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Aaron Abela  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 480C-33 City Center Drive, Mississauga ON L5B 2N5

Telephone: 905-615-2061  
Facsimile: 905-615-2060  
E-mail address: [aaron.abela@pwgsc.gc.ca](mailto:aaron.abela@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.

### 6.6.2 Project Authority

The Project Authority for the Contract is: **(will be inserted at contract award)**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 6.6.3 Contractor's Representative (To Be Filled Out By bidder)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

### 6.7 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.

### 6.8 Payment

#### 6.8.1 Basis of Payment: Individual Task Authorizations

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of payment at annex B.

Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure specified in the authorized task authorization. Custom duties are included and Applicable Taxes are extra.

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

### **6.8.2 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 \$ \_\_\_\_\_(TBA). 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

### **6.8.3 Multiple Payments**

*SACC Manual* clause H1001C (2008-05-12), Multiple Payments.

### **6.8.4 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)

### **6.9 Invoicing Instructions**

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
  - b. a copy of the monthly progress report;
  - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses.
2. Invoices must be distributed as follows:
    - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## **6.10 Certifications and Additional Information**

### **6.10.1 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.

### **6.11 Applicable Laws**

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

### **6.12 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 general conditions 2035 (2018-06-21), General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Annex D, non-disclosure agreement;
- (g) the signed Task Authorizations (including all of its annexes, if any);
- (h) the Contractor's bid dated \_\_\_\_\_.

### **6.13 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).

### **6.14 Insurance Requirements**

The Contractor must comply with the insurance requirements specified in Annex C. 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.

## **6.15 SACC Manual Clauses**

*SACC Manual* clause A9065C (2006-06-16), Identification Badge.

*SACC Manual* clause A0285C (2007-05-25), Workers Compensation.

## **ANNEX A**

### **STATEMENT OF WORK**

#### **1. Purpose**

ECCC requires a 3rd party engineering services (Consultant) to review and assess up to 28 site-specific tower and foundation designs, drawings and specifications submitted by Leonardo GmbH on behalf of their tower and foundation Sub-Contractor prior to planned construction as part of the Canadian Weather Replacement Program (CWRRP). The assessment will serve to advise the CWRRP Technical Authority on approval of the design for implementation in the renewed National Radar Network.

#### **2. Terminology:**

1. ECCC – Environment and Climate Change Canada
2. CWRRP – Canadian Weather Radar Renewal Program
3. STC – Standardized Tower Concept developed by Contractor
4. Leonardo GmbH – turnkey weather radar system solution provider
5. Consultant– team of professionals representing structural engineering expertise

#### **3. Reference Documents**

##### **3.1 ECCC furnished Documents:**

1. Tower Technical Requirements – ECCC.
2. Radar Tower Specifications –Leonardo GmbH
3. Foundation Specification –Leonardo GmbH
4. Tower Head Loads – Leonardo GmbH
5. Individual sites' Tower and Foundation design package –Leonardo GmbH
6. Individual sites' Geotechnical Report –Leonardo GmbH

#### **4. Objective**

Acquire consulting engineering services to deliver assessment reports of the S-Band Weather Radar tower and foundation designs for the National Weather Radar Network. The project's Technical Authority will review assessments prior to approval of each tower/foundation manufacturing and construction.

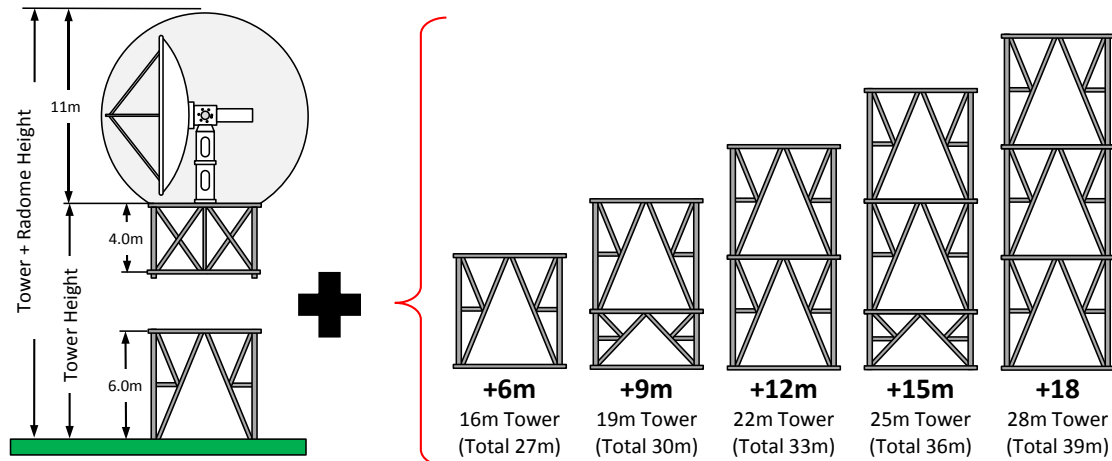
#### **5. Background**

The current Canadian weather radar network consists of 31 sites across the country. Recently ECCC embarked on a project to replace obsolete and aging radar systems and their infrastructure. The planned outcome of this project is to replace all existing weather radar installations with new S-Band radars. In addition, two new radar locations will be added to the network – the Lower Athabasca region of Alberta and a training radar at a yet to be determined site.

The contract was awarded to Leonardo GmbH (formerly Selex) and stipulates that it is the Contractor's responsibility to design, build and install radar towers, foundations and associated infrastructure.

Design of radar towers and their foundations is a three-step process. Based on ECCC Requirements, the Leonardo GmbH has prepared initial Standardized Tower Concept (STC), which ECCC is required to review before approving.

This work includes an inventory of tower designs at standard heights ranging from 16m to 28m (in 3m increments) that was created and is being used by selecting the appropriate tower height for the particular radar site.



**Diagram 1** – Standardized Tower Concept (STC) – note that radome and lightning protection are not included in the diagram.

The STC developed by Leonardo GmbH, accompanied by site locations and results of geotechnical soundings is to be passed to tower supplier Sub-Contractor. The Sub-Contractor will develop, following the Design Concept, the site specific tower and foundation drawings. These drawings will be stamped and sealed by a Structural Professional Engineer.

Before manufacturing and erecting a tower, tower and its foundations design and drawings must be approved by ECCC. To facilitate this approval, ECCC requires an Engineering Consultant to review and assess the site specific design as presented by Leonardo GmbH and provided by ECCC. Following the Canadian Weather Radar Replacement Program (CWRRP) installation schedule, towers will be built over a span of five years.

Five sites are anticipated to be built in 2019. Tower design review will be required on an as-and-when needed basis for these sites in early to mid-Spring 2019. It is also anticipated that approximately Seven (7) sites a year will be built in 2020, 2021 including the Optional Service, and Nine (9) sites in 2022.

## 5.1 Reference Standards and Regulations

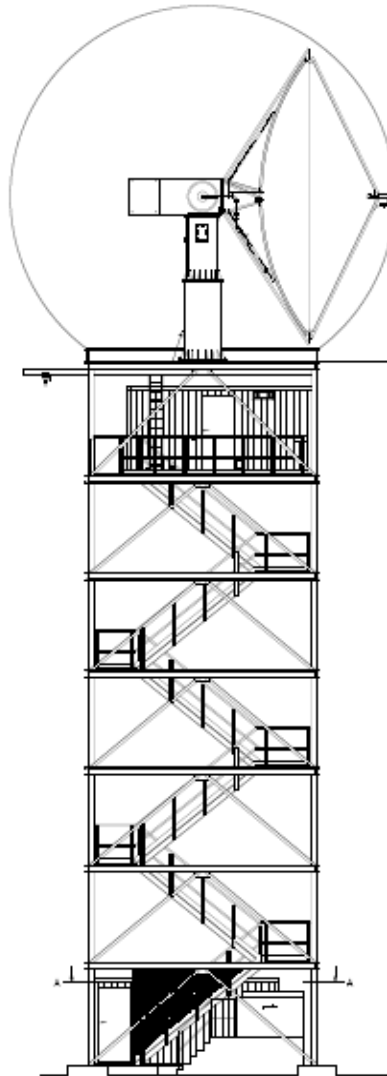
1. CAN/CSA S37-13: Antennas, towers and antenna-supporting structures.
2. Canada Labour Code – Part II (Occupational Health and Safety) – last amended 3 January 2016
3. National Building Code of Canada 2015 – as applicable to the Province of Quebec – Especially
4. Appendix C – Climatic and Seismic Information for Building Design in Canada
5. SOR/86-304 – Canada Occupational Health and Safety Regulations
6. Other relevant National and Provincial (Quebec) statutes and regulations

## 6. Requirements (TASKS)

ECCC requires a 3rd party engineering (Consultant) who must review the tower and foundation design, drawings and specifications submitted by Leonardo GmbH on behalf of their tower and foundation Sub-Contractor. This engineering review must focus on the Civil and Structural engineering aspects of the design and must verify the design's compliance with applicable requirements, industry and safety standards, and appropriate federal and provincial statutes, laws, and regulations. The output of this review must be in the form of a softcopy Report, recommending whether or not the submitted design should be accepted or, when acceptance is not recommended, identify deficiencies and recommend remediation measures.

A Written draft of each Contractor's report must be available for ECCC comments three weeks after a complete design package is passed by ECCC to the Consultant Contractor. ECCC will provide an annual update on the expected timing of drawing deliveries.

The ECCC weather S-Band radars' Tower and Foundation designs will follow the same Standardized Tower Concept and it will reflect mainly the differences in tower height and different foundation due to different soil conditions. A well-structured and anticipatory manner of the first radar design by the Contractor must constitute a template for assessment of the remaining Tower and Foundation designs.



**Diagram 2** – General view of proposed S-Band Tower – note equipment shelter on a platform underneath Radome platform

## 6.1 Deliverables

1. The contractor must provide tower and foundation assessment design reports.
2. Each report must be in softcopy and in English that includes an Executive Summary, Introduction, and Background
3. The first site's Tower and Foundation assessment report must address, but is not limited to:
  - 3.1 Validation of design documentation/drawings and input data for its relevance and accuracy and if deemed necessary, request from ECCC additional information.
  - 3.2 Review of Tower and Foundation Design Specifications against the main structural elements of the proposed design.
  - 3.3 Review of the site Geotechnical Survey Report and Climatological Data against the proposed design.
  - 3.4 Review of the static and dynamic tower loads against the proposed design.
  - 3.5 Validation of results of structural analysis of key critical points of the tower structure – analysis must consider presence of an equipment shelter at a deck below Radome platform:
    - I. Radome deck floor deflection under the static and dynamic loads of the antenna pedestal
    - II. Overall structure deflection against the serviceability requirement
    - III. Additional locations on the tower identified by the Consultant as critical to the structural integrity and function of the design.
  - 3.6 Assessment of a Radome – platform and an antenna pedestal – platform interfaces in the context of tower structural soundness.
  - 3.7 Assessment if the design is meeting provisions of Canada Labour Code – Part II and Occupational Safety and Health Regulations, in particular applicable to:
    - I. Staircase and railing
    - II. Radome entry hatch and access ladder
    - III. Provision for hauling oversized and heavy parts and equipment.
  - 3.8 Validation of the expected lifespan of the tower against ECCC's requirement of 20 years with preventative maintenance.
  - 3.9 Assessment of the compliance of the tower design with applicable federal and provincial laws, standards, and regulations including, but not limited to list in section 5.2.
  - 3.10 Review of the seismic survivability of the design. Analysis of performance and function during a seismic event is not required.
  - 3.11 Review of the Tower and Foundation Drawings for readability and accuracy.

- 
- 3.12 Other tasks deemed by Consultant necessary for adequate design assessment – subject to ECCC approval.
  - 3.13 Recommendations and Conclusions.
- 4. The remaining of the Tower and Foundation design assessment reports must be based on the first design assessment. The assessment must reference common elements with the assessment of the first site's design and provide:
    - 4.1 Confirmation that the main structural elements reviewed in the first design analysis remain review unchanged.
    - 4.2 Analysis for the site specific wind and tower height in order to obtain the foundation reactions
    - 4.3 Foundation capacity review, including base-tower interface connection
    - 4.4 Review of the Tower and Foundation Drawings for readability and accuracy.
  - 5. A Structural Professional Engineer licensed in the Province where the tower resides must perform, sign, and seal the final assessment report.
  - 6. Recommendations and Conclusions
  - 7. The Contractor must sign a non-disclosure agreement prior to receiving the referenced documents noted in section 5.1.
  - 8. Contractor must submit the draft report not later than 15 workdays after a complete design package is passed by the ECCC to the Consultant. ECCC must respond with comments not later than 5 workdays after receiving a draft report. Final report must submit 5 workdays after ECCC's response.

## **7. Travel**

A face-to-face discussion of the draft report may be requested by ECCC. This would occur at 4905 Dufferin St. Toronto within 2 weeks after contract award.

No additional travel related cost and accommodation will be paid to the contractor

**APPENDIX 1 TO ANNEX A**  
**Sites information**

Table "A" information is the subject to change.

ID	Site Code	Site Name	Province	Estimated Tower Infrastructure Height (m) without Radome
1	CASLA	Landrienne	QC	25
2	CASMR	Montreal River Harbour	ON	22
3	CAXSM	Strathmore	AB	16
4	CASSU	Schuler	AB	16
5	CASHR	Holyrood	NL	16
6	CASAG	Aldergrove	BC	19
7	CASKR	King	ON	28
8	CASWL	Woodlands	MB	16
9	CASCV	Carvel	AB	16
10	CASBI	Britt	ON	25
11	CASDR	Dryden	ON	28
12	CASPG	Prince George	BC	16
13	CASSS	Silver Star Mountain	BC	25
14	CASVD	Val d'Irene	QC	16
15	CASVY	Villeroy	QC	19
16	CASFT	Franktown	ON	19
17	CASLL	Lasseter Lake	ON	22
18	CASGO	Gore	NS	19
19	CASMM	Marble Mountain	NF	16
20	CASSI	Mount Washington	BC	TBD
21	CASJL	Jimmy Lake	AB	TBD
22	CASLC	Lac Castor	QC	TBD
23	CASAB	Athabasca	AB	TBD
24	CASTS	Test Site	ON	TBD
25		Option 1	TBD	TBD
26		Option 2	TBD	TBD
27		Option 3	TBD	TBD
28		Option 4	TBD	TBD

**ANNEX B**  
**BASIS OF PAYMENT**

The firm unit prices must be all inclusive prices, for the provision of services in accordance with Annex "A" – Statement of Work, in Canadian funds including Canadian customs duties, excise taxes, F.O.B. destination, including all delivery charges, travel and living, and required documentation specified. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is not included.

**1.0 Work Orders – As and When Requested (Task Authorizations)**  
Firm Unit Pricing available to Environment and Climate Change Canada under circumstances where a Task Authorization for services in accordance with Annex “A” and authorized by the Project Authority (PA).

**NOTE TO BIDDER:** (To be removed at time of Contract Award)  
The Estimated Quantity (Qty) column and Extended Price columns are provided for purpose of financial evaluation only and will be removed at time of Contract Award.

**Table 1**

ITEM	Radar Tower Design Assessments: as per Statement of Work, Annex “A”. Item	Estimated Quantity	Firm Unit Price	Extended Price
1	<b>Contract Year 1</b> Date of Contract Award to March 31, 2019	Up to 9 radar tower design assessment reports	\$ /for each radar tower design assessment reports	\$
2	<b>Contract Year 2</b> April 1, 2019 to March 31, 2020	Up to 11 radar tower design assessment reports	\$ /for each radar tower design assessment reports	\$
3	<b>Contract Year 3</b> April 1, 2020 to March 31, 2021	Up to 11 radar tower design assessment reports	\$ /for each radar tower design assessment reports	\$

Solicitation No. - N° de l'invitation  
K3D33-190487/A  
Client Ref. No. - N° de réf. du client  
K3D33-190487

Amd. No. - N° de la modif.  
TOR015  
File No. - N° du dossier  
CCC No./N° CCC - FMS No./N° VME  
TOR-8-41136

Buyer ID - Id de l'acheteur  
TOR015  
CCC No./N° CCC - FMS No./N° VME

4	<b>Contract Year 4</b> April 1 2021 to March 31, 2022	Up to 11 radar tower design assessment reports	\$ design assessment reports	/for each radar tower assessment reports	\$
5	<b>Option Period 1</b> (Contract Year 5) April 1, 2022 to March 31, 2023	Up to 9 radar tower design assessment reports	\$ design assessment reports	/for each radar tower assessment reports	\$

TOTAL LIMITATION OF EXPENDITURE for Years 1, 2, 3, 4 and 5: \$ \_\_\_\_\_

## **ANNEX C**

### **INSURANCE REQUIREMENTS**

#### **1. 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

- 
- 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.

## **2. Errors and Omissions Liability Insurance**

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

Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

Solicitation No. - N° de l'invitation  
K3D33-190487/A  
Client Ref. No. - N° de réf. du client  
K3D33-190487

Amd. No. - N° de la modif.  
File No. - N° du dossier  
TOR-8-41136

Buyer ID - Id de l'acheteur  
TOR015  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEXE D**

### **FORM PWGSC-TPSGC 572 TASK AUTHORIZATIONS**

See attached.

## ANNEX E

### NON-DISCLOSURE AGREEMENT

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. \_\_\_\_\_ between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and \_\_\_\_\_, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

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

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

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.:

\_\_\_\_\_  
\_\_\_\_\_

Signature

\_\_\_\_\_

Date

## ANNEX F

### EVALUATION CRITERIA

#### Mandatory Technical Criteria

1. Bidders must clearly demonstrate compliance with each mandatory technical criteria. Failure to demonstrate compliance will result in the bid being deemed non-responsive, and be given no further consideration.

2. It is the Bidders responsibility to ensure that the submitted supporting technical documentation provides detail to prove that the Bidder's services proposed product(s) meet the requirements detailed herein.

Bidders must prepare a written narrative complete with a detailed explanation of how its bid demonstrates technical compliance.

**Table 1. Mandatory requirements for radar tower design assessment**

ID	Parameter	Description	Reference to bid document (document name, page, and paragraph number)
M1	Experience of Bidder in structural design solutions	<p>The Bidder must demonstrate minimum 5 (five) years of experiences from the date of bid closing in structural design Engineering assessments.</p> <p>To demonstrate, the bidder must submit a written statement of compliance letter that indicates the minimum experience has been met.</p> <p>If documentation is not provided with the bid proposal, the bidder must submit it to the Contracting Authority's attention within 2 business days of Request from PSPC.</p>	
M2	Experience of the Bidder's personnel in structural design solutions	<p>Bidders must demonstrate that their proposed key personnel who would perform the work have expertise in Structural Design Engineering assessments.</p> <p>To demonstrate the Bidder must provide resumes of each Bidder proposed individual who will perform the work, which indicates the (a) name, (b) license and (c) experience of individuals performing structural engineering work.</p> <p>If documentation is not provided with the bid proposal, the bidder must submit it to the Contracting Authority's attention within 2 business days of request from PSPC.</p>	

M3	Tools and methodology that will be used for the tower assessments	<p>The Bidder must provide detail on the methodology and analysis tools that will be used to conduct Tower design assessment</p> <p>To demonstrate, the Bidder must provide information on the calculation method and on any software will be used.</p>	
M4	Possibility of conflict of interest	<p>The Bidder must confirm that it is has not been involved with Leonardo ES GmbH (formally Selex GmbH), Westower Communication Canada, or any companies that were involved in the original Tower &amp; Foundation Design Plan for work associated to PSPC Contract K3D33-141144/001/TOR.</p> <p>Not being involved is defined as: Bidder has not been involved in any development or execution of the Tower &amp; Foundation Design Plan under PSPC Contract K3D33-141144/001/TOR, specifically with Leonardo GmbH (formally Selex GmbH) or Westower Communications Canada Inc.</p> <p>To demonstrate, the Bidder must provide a statement of compliance showing that there is no conflict of interest.</p> <p>If documentation is not provided with the bid proposal, the bidder must submit it to the Contracting Authority's attention within 2 business days of request from PSPC.</p>	

## Point Rated Technical Criteria

### 1. Rating Table (Total Maximum points available are: 10 points)

Bids deemed responsive against all mandatory technical criteria will be evaluated against the following point rated technical criteria.

**Table 2.** Point Rated Evaluation Criteria for tower design and assessment.

ID	Parameter	Description	Rating Guide:	Maximum points available for each criteria	Identify where the supporting documentation is located in the bid package (page number(s))
PR1	Experience in telecommunication design solutions or assessment	Bidder should have experience in designing self-standing telecommunication towers  To demonstrate, the Bidder should provide sample reports telecommunication design previously prepared by the bidder.	1 report = 1 Point  2 reports = 2 Points	2 points	
PR2	Experience in radar tower (with a radome) design solutions or assessment	The Bidder should provide sample reports previously prepared by the bidder.	1 report = 2 Point  2 reports = 4 Points	4 points	
PR3	Experience in radar tower height of over 19 meters (excluding radome) design solutions or assessment	The Bidder should provide sample reports previously prepared by the bidder.	1 report = 2 Point  2 reports = 4 Points	4 points	
<b>Total Score Obtained: _____ points out of a maximum 10 points.</b>					

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TOR015  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX G**

### **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)

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File No. - N° du dossier  
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Buyer ID - Id de l'acheteur  
TOR015  
CCC No./N° CCC - FMS No./N° VME

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## ANNEX H

### ADDITIONAL CERTIFICATIONS

#### Board of Directors

In accordance with Section 1, Integrity Provisions – Bidder, Bidders are required to provide a list of their Board of Directors before contract award. Bidders are requested to provide this information in their bid.

Director Name - \_\_\_\_\_

Director Name - \_\_\_\_\_

Director Name - \_\_\_\_\_

Director Name - \_\_\_\_\_

Director Name - \_\_\_\_\_

Director Name - \_\_\_\_\_

Director Name - \_\_\_\_\_

Director Name - \_\_\_\_\_

#### Procurement Business Number (PBN)

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Bidders are required to have a Procurement Business Number (PBN) before Standing Offer award.

Procurement Business Number - \_\_\_\_\_

Suppliers may register for a PBN online at Supplier Registration Information. For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Age