

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

Bid Receiving – PWGSC  
11 Laurier Street  
Place du Portage, Phase III  
Core 0B2  
Gatineau, Québec  
K1A 0S5

**Proposal To: National Defence  
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 and services listed herein and on any attached sheets at the price(s) set out therefore.

**Proposition à : Défense nationale  
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 et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments – Commentaires**

**THIS DOCUMENT CONTAINS A  
SECURITY REQUIREMENT /  
DOCUMENT CONTIENT DES  
EXIGENCES RELATIVES À LA  
SÉCURITÉ.**

**Solicitation Closes – L'invitation  
prend fin**

At – à : 2:00 PM EDT

On - le : 12 June 2019

<b>Title – Titre</b> One (1) Range Control Officer	<b>Solicitation No. – No de l'invitation</b> W7701-196962/A
<b>Date of Solicitation – Date de l'invitation</b> 03 May, 2019	
<b>Address Enquiries to: – Adresser toutes questions à :</b> Mélanie Simpson by e-mail to Melanie.simpson@forces.gc.ca	
<b>Telephone No. – No de telephone</b> 819-939-6492	<b>FAX No. – No de fax</b> By request only
<b>Destination</b> See Statement of Work herein	

**Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.**

**Instructions : Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.**

**Delivery Required – Livraison exigée**

See herein.

**Vendor Name and Address – Raison sociale et adresse du fournisseur**

**[Bidder to insert]**

**Name and title of person authorized to sign on behalf of vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)**

**[Bidder to insert]**

**Name – Nom** \_\_\_\_\_

**Title – Titre** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

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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: includes the certifications to be provided;
- Part 6 Security 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, the Security Requirements Checklist, and any other annexes.

### 1.2 Summary

- 1.2.1 This bid solicitation is being issued to satisfy the requirement of the Department of National Defence (the Client<sup>®</sup>) for the provision of one (1) Range Control Officer. It is intended to result in the award of one (1) contract for one (1) year, plus five (5) additional one-year irrevocable options allowing Canada to extend the term of the contract.
- 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 [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
- 1.2.3 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canadian Free Trade Agreement (CFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoIFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-Honduras Free Trade Agreement (CHFTA), the Canada-Korea Free Trade Agreement (CKFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Canada-Ukraine Free Trade Agreement (CUFTA) and the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP).

### **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) (<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 and Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a. Section 02, Procurement Business Number is deleted in its entirety.
- b. Section 20(2), Further Information is deleted in its entirety.

Subsection 3.a of section 01, Integrity provisions - bid, is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the Ineligibility and Suspension Policy. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names; and

Subsection 4 of section 05 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

The text under section 13, Communications - solicitation period, is deleted in its entirety and replaced with the following:

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only as indicated on page 1 of the bid solicitation. Failure to comply with this requirement may result in the bid being declared non-responsive.

Canada will submit all significant enquiries received and their replies directly to invited Bidders by electronic mail. For further information, consult subsection 3 of the Submission of bids section.

#### 2.1.1 SACC Manual Clauses

SACC Manual Clause A7035T (2007-05-25), List of Proposed Subcontractors

### 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. Bids transmitted by electronic mail will not be accepted.

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

## 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, Bidders must provide in writing before contract award for each question below, the answer and, as applicable, the information required.

If the Contracting Authority has not received the answer to the question and, as applicable, the information required by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the answer and, as applicable, the information required. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

### 2.3.1 Definitions

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

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

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

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

### 2.3.2 Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes ( ) No ( )

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

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

By providing this information, 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](#).

### 2.3.3 Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes ( ) No ( )

If so, the Bidder must provide the following information:

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

## 2.5 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**

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

Section I: Technical Bid (four (4) hard copies);

Section II: Financial Bid (one (1) hard copy); and

Section III: Certifications and Additional Information (one (1) hard copy).

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

Bidders must use Attachment 1 to Part 3 to indicate their prices and include it in their financial 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:

- a. 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
- b. 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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

3.2.1 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 in a thorough, concise and clear manner for carrying out the work.

3.2.2 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.

3.2.3 Part 4, Evaluation Procedures, contains additional instructions that Bidders should consider when preparing their technical bid.



### **3.3 Section II: Financial Bid**

- 3.3.1 Bidders must submit their financial bid in Canadian funds and in accordance with the Pricing Schedule detailed below. The total amount of Applicable Taxes must be shown separately.
- 3.3.2 Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- 3.3.3 When preparing their financial bid, Bidders should review clause 4.1.2, Financial Evaluation, of Part 4 of the bid solicitation; and article 7.7, Payment, of Part 7 of the bid solicitation.

#### **3.3.4 Exchange Rate Fluctuation**

SACC Manual Clause C3011T (2013-11-06), Exchange Rate Fluctuation

### **3.4 Section III: Certifications and Additional Information**

- 3.4.1 Bidders must submit the certifications and additional information required under Part 5 and, as applicable, any associated additional information.
- 3.4.2 Bidders must identify any proposed subcontracts in its bid.
- 3.4.3 In addition, Bidders must provide:
  - a. their legal name;
  - b. the name of the contact person (provide also their person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
  - c. for Part 2, article 2.3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information; and
  - d. for Part 6, article 6.1, Security Requirement, of the bid solicitation, for each individual who will require access to classified or protected information, assets or sensitive work sites:
    - 1. the name of the individual;
    - 2. the date of birth of the individual; and
    - 3. if available, information confirming the individual meets the security requirement as indicated in Part 7 – Resulting Contract Clauses.

## ATTACHMENT 1 TO PART 3, PRICING SCHEDULE

The Bidder must complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid for each of the periods specified below its quoted all-inclusive fixed daily rate (in Can \$) for each of the resource categories identified.

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Category of Personnel	All-Inclusive Fixed Daily Rate (Can \$)	Level of Services (Estimated)	Total (Can \$)
	A	B	C = A x B
<b>Initial Period of the Contract: From the date of Contract Award to one year later</b>			
Range Control Officer	\$bidder to insert amount	240 days	\$bidder to insert amount
<b>Option Period 1: From the end of the initial period of the contract to one year later</b>			
Range Control Officer	\$bidder to insert amount	240 days	\$bidder to insert amount
<b>Option Period 2: From the end of option period 1 to one year later</b>			
Range Control Officer	\$bidder to insert amount	240 days	\$bidder to insert amount
<b>Option Period 3: From the end of option period 2 to one year later</b>			
Range Control Officer	\$bidder to insert amount	240 days	\$bidder to insert amount
<b>Option Period 4: From the end of option period 3 to one year later</b>			
Range Control Officer	\$bidder to insert amount	240 days	\$bidder to insert amount
<b>Option Period 5: From the end of option period 4 to one year later</b>			
Range Control Officer	\$bidder to insert amount	240 days	\$bidder to insert amount
<b>Total Evaluated Price – Including services for all periods and excluding Applicable Taxes</b>			<b>\$bidder to insert amount</b>
Applicable Taxes			\$bidder to insert amount

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

#	Mandatory Technical Criterion	Bid Preparation Instructions
<b>MT. 1</b>	The proposed resource must possess a valid Canadian driver's licence.	This must be demonstrated by including a copy of the resource's valid Canadian driver's licence with the technical bid.

##### 4.1.1.2 Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

Resource Category	Minimum Mandatory Number of Points Required	Maximum Number of Achievable Points
Range Control Officer	20	85

#	Point Rated Technical Criterion	Bid Preparation Instructions	Weighting (Points)
<b>RT1</b>	The proposed resource should have 12 months of experience as part of a workplace safety team/committee	At a minimum, the following must be provided: <ul style="list-style-type: none"> <li>• Name and description of client organization and relevant experience;</li> <li>• Timeframe (from-to dates month/year);</li> <li>• Description of the roles and responsibilities for each position; and</li> <li>• Reference (Name, phone number and email address) for each position.</li> </ul>	≥ 12 months and = 5 pts < 12 months = 0 pts
<b>RT2</b>	The proposed resource should have at least 12 months of experience in the field of radio communication procedures in the workplace.	At a minimum, the following must be provided: <ul style="list-style-type: none"> <li>• Name and description of client organization and relevant experience;</li> <li>• Timeframe (from-to dates month/year);</li> <li>• Description of the roles and responsibilities for each position; and</li> <li>• Reference (Name, phone number and email address) for each position.</li> </ul>	> 120 months = 40 pts ≥ 85 months and ≤ 120 months = 30 pts ≥ 61 months and ≤ 84 months = 20 pts ≥ 37 months and ≤ 60 months = 15 pts ≥ 12 months and ≤ 36 months = 10 pts < 12 months = 0 pts
<b>RT3</b>	The proposed resource should have at least 12 months of experience working in a weapons and ammunition environment.	At a minimum, the following must be provided: <ul style="list-style-type: none"> <li>• Name and description of client organization and relevant experience;</li> <li>• Timeframe (from-to dates month/year);</li> <li>• Description of the roles and responsibilities for each position; and</li> <li>• Reference (Name, phone number and email address) for each position.</li> </ul>	> 120 months = 40 pts ≥ 85 months and ≤ 120 months = 30 pts ≥ 61 months and ≤ 84 months = 20 pts ≥ 37 months and ≤ 60 months = 15 pts ≥ 12 months and ≤ 36 months = 10 pts < 12 months = 0 pts

#### 4.1.2 Financial Evaluation

For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

### 4.2 Basis of Selection

#### 4.2.1 Highest Combined Rating of Technical Merit and Price

To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
- b. meet all mandatory criteria; and
- c. obtain the required minimum of 20 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 85 points.

Bids not meeting (a) or (b) or (c) will be declared non-responsive.

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.

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%.

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

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

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 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 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

#### 4.2.2 Tie Breaker

In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria subject to point rating detailed in article 4.1.1.2, Point Rated Technical Criteria, of Part 4 of the bid solicitation will be recommended for contract award.

## **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 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 provided will render the bid non-responsive.

#### **5.1.1 Integrity Provisions – Required Documentation**

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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.

#### **5.1.2 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 ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969#afed](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed)).

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

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

##### **5.1.3.1 Status and Availability of Resources**

SACC Manual Clause A3005T (2010-08-16), Status and Availability of Resources

##### **5.1.3.2 Education and Experience**

SACC Manual Clause A3010T (2010-08-16), Education and Experience

##### **5.1.3.3 Certification of Language**

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be fluent in English and French. The individual proposed must be able to communicate orally and in writing in English and French without any assistance and with minimal errors.

## PART 6 - SECURITY REQUIREMENTS

### 6.1 Security Requirements

6.1.1 Before award of a contract, the following conditions must be met:

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

6.1.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

6.1.3 For additional information on security requirements, Bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.



## PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation. **Delete this sentence at contract award.**

### 7.1 Statement of Work OR Requirement

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

### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

SACC Manual Clause 2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract, with the following modifications:

a. Definition of Minister is modified as follows:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

#### 7.2.2 Inspection and Acceptance

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

#### 7.2.3 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: **To be inserted at contract award.**

#### 7.2.4 Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex D, and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.

### 7.3 Security Requirements

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

**Security Requirement for Canadian Supplier: Public Services and Procurement Canada  
File #Common-Professional Services Security Requirement Check List #4**

- 7.3.1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of **secret**, issued by the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PWGSC)
- 7.3.1.2 The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid personnel security screening at the level of **secret**, granted or approved by CISD/PWGSC
- 7.3.1.3 Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PWGSC
- 7.3.1.4 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)

## 7.4 Term of Contract

### 7.4.1 Period of the Contract

The period of the Contract is from date of Contract to \_\_\_\_\_ inclusive **[Dates to be inserted at contract award]**.

### 7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to five (5) additional one-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 15 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.

### 7.4.3 Termination on Thirty Days' Notice

Notwithstanding the provisions of section 30 of General Conditions 2035 – Higher Complexity – Services (2018-06-21), the following applies to any Termination of the Contract for Convenience initiated by the Contracting Authority:

- a. Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.
- b. In the event of such termination, Canada will only be liable for, and will only pay for, costs incurred for services rendered and accepted by Canada up to the date of the termination. No other costs or damages will be payable to the Contractor as a result of the termination.

### 7.4.4 Shipping Instructions

Services will be delivered at the location specified in the Statement of Work.

## 7.5 Authorities

**[To be inserted at contract award]**

### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: \_\_\_\_\_  
Title and designation: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: National Defence Headquarters  
101 Colonel By Drive  
Ottawa, Ontario  
K1A 0K2  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 7.5.2 Procurement Authority

The Procurement Authority for the Contract is:

Name: \_\_\_\_\_  
Title and designation: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: National Defence Headquarters  
101 Colonel By Drive  
Ottawa, Ontario  
K1A 0K2  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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 Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

### 7.5.3 Technical Authority

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title and designation: \_\_\_\_\_  
Organization: \_\_\_\_\_

Address: National Defence Headquarters  
101 Colonel By Drive  
Ottawa, Ontario  
K1A 0K2

Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

#### 7.5.4 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

#### 7.6 Proactive Disclosure of Contracts with Former Public Servants

**[Delete if not applicable at contract award]** If the selected Bidder provided in accordance with the article 2.3, Former Public Servant, information on its status with respect to being a Former Public Servant in receipt of a Public Service Superannuation Act (PSSA) pension, you must insert here the full text of SACC Manual clause A3025C, Proactive Disclosure of Contracts with Former Public Servants.

#### 7.7 Payment

##### 7.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determines in accordance with the Basis of Payment in Annex B. Customs duties are included and Applicable Taxes are extra.

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

##### 7.7.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$**[value to be inserted at contract award]**. Customs duties are included and Applicable Taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
  - b. four (4) months before the Contract expiry date, or
  - c. As soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.

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.

#### **7.7.3 Method of Payment**

SACC Manual Clause H1008C (2008-05-12), Monthly Payment

#### **7.7.4 Time Verification**

SACC Manual Clause C0711C (2008-05-12), Time Verification

#### **7.7.5 No Responsibility to Pay for Work Not Performed Due to Closure of Government Offices**

Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

### **7.8 Invoicing Instructions**

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

7.8.2 Each invoice 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, and all travel and living expenses; and
- c. a copy of the monthly progress report.

### 7.8.3 Invoices must be distributed as follows:

- a. the original and one (1) copy must be forwarded to the Procurement Authority identified under the section entitled "Authorities" of the Contract.
- b. On request, a copy of any invoices must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 7.9 Certifications

### 7.9.1 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 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in: **[To be inserted at contract award]**

## 7.11 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 (), General Conditions – Higher Complexity - Services;
- c. Annex A, Statement of Work;
- d. Annex B, Basis of Payment;
- e. Annex C, Security Requirements Check List;
- f. Annex D, Non-Disclosure Agreement;
- g. the Contractor's bid dated \_\_\_\_\_, **[To be inserted at contract award]**

## 7.12 Defence Contract

SACC Manual Clause A9006C (2012-07-16), Defence Contract

## 7.13 Foreign Nationals

SACC Manual Clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

**OR**

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

## 7.14 Insurance or Insurance Requirements

SACC Manual Clause G1005C (2016-01-28), Insurance – No Specific Requirement

## **7.15 Additional Clauses**

SACC Manual Clause A9068C (2010-01-11), Government Site Regulations

SACC Manual Clause A9117C (2007-11-30), T1204 – Direct Request by Customer Department

## ANNEX "A", STATEMENT OF WORK

### 1 SCOPE

#### 1.1 Purpose

The purpose of this Statement of Work (SOW) is to define the scope and the deliverables for the provision of one (1) Range Control Officer in support of the Munitions Experimental Test Centre (METC) in Nicolet, QC.

#### 1.2 Background

METC provides a range of engineering and technical services to the Department of National Defence (DND) and the Canadian Forces. The METC Nicolet site provides direct support to a private contractor for the proofing of ammunition for DND. As a result, there is a requirement for the services of a Range Control Officer to assist DND with this activity.

#### 1.3 Abbreviations, Acronyms and Definitions

The following abbreviations and acronyms are used in this SOW:

Acronyms	
METC	Munitions Experimental Test Centre
SOW	Statement of Work
TA	Technical Authority
DND	Department of National Defence
FSS Québec	Flight Service Station Québec
NAV Canada	Canada's civil air navigation
ACC	Area Control Center
NOTAM	Notice to Airman
EDP	Electronic Data Processing

### 2 APPLICABLE DOCUMENTS

The following documents will be made available by DND during the course of the work:

- Nicolet Trials Manual (French Version Only)
- B-GL-381-001-TS-000 – Training Safety
- Range Control Officer Handbook (French Version Only)

### 3 REQUIREMENT

#### 3.1 Occupational Categories Required

The specific requirement is for the provision of services for one (1) Range Control Officer.

#### 3.2 Tasks

Under the direction of the Site Manager, the Contractor's resource will perform tasks in support of the METC. These tasks may include, but are not limited to the following:

- 3.2.1 Plan and coordinate the execution of ammunition testing on firing batteries and manage their impact on DND and the controlled airspace (CYR 606) at Lake St.-Pierre, QC.;



- 3.2.2 Under the direction of the Site Manager, apply and enforce the danger zone and security templates for different types of weapons and ammunition on DND territory and in the controlled airspace (CYR 606);
- 3.2.3 Develop and propose methods, procedures and guidelines for personnel and equipment to ensure the safe conduct of the tests/trials and that security measures are followed;
- 3.2.4 Carry out periodical inspections of test sites to ensure that firing butts are acceptable, that the premises are clean and to detect potential hazards as defined in the Range Control Officer Handbook;
- 3.2.5 Control access and movement of the public in the test area including the aquatic area and airspace as defined in the Nicolet Trials Manual;
- 3.2.6 Ensure constant communication services by phone and simultaneously on two radio frequencies at any time;
- 3.2.7 Apply and enforce the environmental standards related to noise as agreed with local Provincial Authorities (i.e. noise caused by the detonation of weapons and ammunition) and refer any other environmental issues that can apply to trials to the DND Environmental Officer for advice;
- 3.2.8 Advise the different users of Nicolet, QC (i.e. Transport Canada, vacationers, hunters, fishermen, etc.) of current and planned activities by telephone (voicemail), as well as receive public complaints related to noise caused by tests;
- 3.2.9 Compile, update and maintain testing activities, sound records, complaints from the public, emergency contacts, weather conditions data and the general state of the sites in a database according to the nature of the executed tests as defined in the Range Control Officer Handbook;
- 3.2.10 Advise the Site Manager on a range of issues affecting the organization's ability to achieve business objectives;
- 3.2.11 Collect and analyze information on noise and range use, carry out or coordinate research as required and prepare reports;
- 3.2.12 Liaise directly with NAV Canada Montreal ACC supervisor to obtain permission to use controlled airspace (CYR 606) after normal working hours. When night firing of weapons is required, a written request will be sent to FSS Québec to publish a NOTAM with the required duration and altitude;

- 3.2.13 Liaise directly with NAV Canada Montreal ACC on a daily basis to coordinate the use of airspace (CYR 606) and conform to the agreement between Montreal ACC and METC;
- 3.2.14 Maintain paper and electronic records and files in addition to computerized spreadsheets related to daily activities;
- 3.2.15 Provide customer service in person or by electronic/telephone communication;
- 3.2.16 Provide general maintenance support at the site; and
- 3.2.17 Respond to various inquiries and requests for information from clients, employees and managers.

### 3.3 **Hours of Operation**

- 3.3.1 The resource should be available on-site five (5) days per week during core hours of operations. Core hours of operation are defined as 0800 hours to 1600 hours, Monday through Friday. A day is defined as 7.5 hours exclusive of meal breaks;
- 3.3.2 Although the Contractor's resource may work outside of these core hours, a significant volume of work occurs principally during core business hours. Furthermore, access to DND facilities that are controlled and monitored, and access to DND resources may be limited; and
- 3.3.3 The Contractor's resource must also be available on an "as and when requested basis" to work several evenings per week for Tracer Trials. The Contractor's resource will not be required to work more than 37.5 hours per week during the Tracer Trials.

## 4 **DELIVERABLES**

The Contractor's resource will be required to prepare and submit various deliverables resulting from the services provided.

- 4.1 These deliverables may include, but are not limited to the following:
  - 4.1.1 Actual daily activity reports and noise monitoring spreadsheets will be stored on a computer. These reports contain all the information required to produce the monthly and annual reports on activities and noise data which are then printed at the end of each period to be available to the TA on an as and when requested basis.

### 4.2 **MONTHLY STATUS REPORT**

On a monthly basis, the Contractor's resource must submit a "Monthly Status Report" on the level of effort required for the month with the associated tasks and deliverables. The Monthly Status Report must be attached to the monthly invoice. As a minimum, each Monthly Status Report must document the following information:

- 4.2.1 All significant activities performed by the Contractor's resource during the period covered by the monthly invoice;

- 4.2.2 Status of all action/decision items as well as a list of outstanding activities;
- 4.2.3 A description of any problems encountered which are likely to require attention by DND;
- 4.2.4 Any recommendations relating to the conduct of the Work;
- 4.2.5 Total number of days charged for the Contractor's resource;
- 4.2.6 Total number of out-of-core hours used by the Contractor's resource, if applicable; and
- 4.2.7 Cumulative number of hours charged for the Contractor's resource.

## 5 **LIMITATIONS AND CONSTRAINTS**

- 5.1 There will be a requirement for the Contractor's resource to access information available exclusively at the METC Nicolet site;
- 5.2 All reports, documents, processes and deliverables developed and/or updated by the resources must be for the review, approval and signature (where requested of the TA);
- 5.3 Decisions concerning revision or definition of policy, budgets, as well as contractual obligations and requirements, are excluded from the Contractor services. The resource must limit themselves to provide comments and recommendations only to the TA on these issues;
- 5.4 The resource providing the services must be independent of direct control by public servants of Canada and are not in any respect employees or public servants of Canada;
- 5.5 During the performance of the Contract, the Contractor or his resources must not direct any departmental organizations, or any personnel of any third parties with whom Canada has or intends to contract with, to perform any action;
- 5.6 At all times during the provision of the required services, the resources are not to have access to any proprietary information including but not limited to financial information (including unit prices or rate) or technical information concerning any third parties with whom Canada has contracted or intends to contract, other than information that is in the public domain, (e.g. total value of contract(s) awarded). Proprietary technical information may be provided to Contractor personnel in the performance of the services if the "Non-Disclosure Agreement" contained in the Contract is duly executed by the Contractor personnel;
- 5.7 All drawings, software codes, reports, data, documents, or materials, provided to the Contractor by Canada or produced by the resources in providing services under the Contract, remains the property of Canada and must be used solely in support of this requirement. The Contractor must be required to safeguard the preceding information and materials from unauthorized use and must

not release them to any third party, person or agency external to the Client Department without the express written permission of the TA. Such information and material must be returned to the TA upon completion of the services or when requested by the TA;

- 5.8 All correspondence, either initiated by the resource or by any section of DND, must be submitted to the designated authority. Correspondence is defined as records of conversation or decisions as well as any written correspondence in any format; and
- 5.9 The Contractor must ensure that their resources do not use Government of Canada or the Client Department designations, logos or insignia on any business cards, cubicle/office signs or written/electronic correspondence that in any manner lead others to perceive Contractor personnel as being an employee of Canada.

## **6 DND SUPPORT TO CONTRACTOR**

- 6.1 To aid the Contractor's resource in the provision of the required services, the following information, materials, and assistance will be provided if available and deemed appropriate by the TA:
  - 6.1.1 Safety requirements and best practices related to munitions to ensure efficient working knowledge;
  - 6.1.2 All available data, documentation and/or database access deemed necessary by the TA for the provision of services under this SOW;
  - 6.1.3 Consultation with the TA and other specialists may be arranged by the TA;
  - 6.1.4 Other information, data and assistance available and requested by the Contractor's resource subject to concurrence by the TA;
  - 6.1.5 DND and government publications; and
  - 6.1.6 The resource is advised that the above does not represent a commitment by Canada and that it is the Contractor's resource's sole responsibility to provide all services required to perform the Contract. The Contractor's resource must be able to work independently on all aspects of the required services.
- 6.2 **Training**
  - 6.2.1 To aid the Contractor's resource in the provision of the required services, Canada may provide special training on an "as and when requested" basis to the Contractor's resource, for unique DND Computer Systems/Software that have been recently implemented or changed, or mandatory departmental training, including:
    - h. Safety Information Management System (SIMS)

6.2.2 The training will be provided at no cost to the contractor if all of the following conditions are met:

- i. Training is not readily commercially available to the resource;
- j. Training is offered by Canada;
- k. Training requested is in support of the tasks described at paragraph 3.2 herein; and
- l. The TA has authorized this training.

6.2.3 Canada will not incur per diem charges from the Contractor for time while the Contractor's resource is being trained.

## **7 LOCATION FOR PROVISION OF REQUIRED SERVICES**

7.1 All services must be provided on-site at the METC Nicolet Site located at 695, route Marie-Victorin, Nicolet (QC) J3T 1T5;

7.2 DND will provide sufficient office space, general-purpose office furniture and EDP equipment/services (CPU, keyboard, monitor and access to the divisional LAN subject to normal security requirements);

7.3 Furthermore, DND will provide, subject to normal security requirements, and only to the specified Contractor's resource, access to identified databases or applications resident on DND's computers or networks for the sole purpose of executing the services associated with this Contract. DND, at its sole discretion, will identify the nature and characteristics of such access; and

7.4 All of the above provisions must, in all cases, be provided onsite at METC Nicolet.

## **8 CONTRACTOR MANAGEMENT OF THE CONTRACT**

8.1 The Contractor is responsible for all work produced under this Contract, including completeness, accuracy and adherence to all relevant safety and environmental regulations, rules and good practices; and

8.2 The Contractor must be required to actively participate in the overall management of all activities related to this SOW and will be directly responsible for the effective supervision and coordination of the efforts of its resources in order to minimize the effort required by DND to manage the requirement.

## **9 LANGUAGE REQUIREMENTS**

9.1 The Contractor's resource must be fluent in the French language. Fluent means that the individuals must be able to communicate orally and in writing without any assistance and with minimal errors.

## **10 TRAVEL AND LIVING**

10.1 The Range Control Officer will not be required to travel. Living expenses are not authorized.

## 11 **TECHNICAL AUTHORITY**

- 11.1 The Technical Authority (TA) for this requirement will be the primary point of contact for Contractor personnel and will be stated in the Contract award document; and
- 11.2 Any communication with a Contractor regarding the quality of work performed pursuant to this Contract must be undertaken by official correspondence through the Contracting Authority.

## ANNEX “B”, BASIS OF PAYMENT

During the period of the Contract, and if the option(s) is/are exercised, during the extended period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

### 1 Professional Fees

The Contractor will be paid all-inclusive fixed time rates as follows:

Category	Level of Services (Estimated)	All-Inclusive Fixed Daily Rate
<b>Initial Period of the Contract: From [dates will be inserted at contract award]</b>		
Range Control Officer	240 days	\$ [Inserted at contract award]
<b>Option Period 1 (If Option is Exercised): From [dates will be inserted at contract award]</b>		
Range Control Officer	240 days	\$ [Inserted at contract award]
<b>Option Period 2 (If Option is Exercised): From [dates will be inserted at contract award]</b>		
Range Control Officer	240 days	\$ [Inserted at contract award]
<b>Option Period 3 (If Option is Exercised): From [dates will be inserted at contract award]</b>		
Range Control Officer	240 days	\$ [Inserted at contract award]
<b>Option Period 4 (If Option is Exercised): From [dates will be inserted at contract award]</b>		
Range Control Officer	240 days	\$ [Inserted at contract award]
<b>Option Period 5 (If Option is Exercised): From [dates will be inserted at contract award]</b>		
Range Control Officer	240 days	\$ [Inserted at contract award]

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all-inclusive fixed daily rate must be prorated to reflect the actual time worked in accordance with the following formula:

$$(\text{Hours worked} \times \text{applicable firm all-inclusive per diem rate}) \div 7.5 \text{ hours}$$

No overtime charges will be authorized under the Contract. All time worked will be compensated according to the paragraph above.

The all-inclusive rates specified are inclusive of overhead expenses such as administrative support, facsimile, courier, photocopying, mail, word processing, other operating costs and any time spent travelling from the specified individual's work location to a specific pre-authorized work assignment. Accordingly, separate billing of any items related to the routine cost of doing business or time spent travelling will not be permitted.

**1.1 Total Estimated Cost**

Initial Contract Period: \$ \_\_\_\_\_ [To be inserted at contract award]

Option Period 1 (If Option is Exercised): \$ \_\_\_\_\_ [To be inserted at contract award]

Option Period 2 (If Option is Exercised): \$ \_\_\_\_\_ [To be inserted at contract award]

Option Period 3 (If Option is Exercised): \$ \_\_\_\_\_ [To be inserted at contract award]

Option Period 4 (If Option is Exercised): \$ \_\_\_\_\_ [To be inserted at contract award]

Option Period 5 (If Option is Exercised): \$ \_\_\_\_\_ [To be inserted at contract award]

**Total Estimated Cost (If all Option Periods are Exercised): \$ \_\_\_\_\_ (Inserted at contract award)**



## **ANNEX "C", SECURITY**

Refer to attached

## ANNEX "D", NON-DISCLOSURE AGREEMENT

**[To be completed after contract award]**

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. **[To be completed after contract award]** between Her Majesty the Queen in right of Canada, represented by the Department of National Defence 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.: **[To be completed after contract award]**.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date