



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Public Works and Government Services / Travaux
publics et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3
Bid Fax: (613) 545-8067

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise
indicated, all other terms and conditions of the Solicitation
remain the same.

Ce document est par la présente révisé; sauf indication contraire,
les modalités de l'invitation demeurent les mêmes.

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 / Travaux
publics et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3

| | |
|---|--|
| Title - Sujet Senior Maintenance Manager | |
| Solicitation No. - N° de l'invitation W3999-19KV02/A | Amendment No. - N° modif. 001 |
| Client Reference No. - N° de référence du client W3999-19-KV02 | Date 2019-05-23 |
| GETS Reference No. - N° de référence de SEAG PW-\$KIN-535-7800 | |
| File No. - N° de dossier KIN-8-50222 (535) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-07-03 | |
| Time Zone Fuseau horaire Eastern Daylight Saving Time EDT | |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Carriere, Nancy | Buyer Id - Id de l'acheteur kin535 |
| Telephone No. - N° de téléphone (613) 545-8764 () | FAX No. - N° de FAX (613) 545-8067 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: | |

Instructions: See Herein

Instructions: Voir aux présentes

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

Amendment 001 is raised to include the RFP into the solicitation

TABLE OF CONTENTS

| | |
|---|-----------|
| PART 1 - GENERAL INFORMATION | 3 |
| 1.1 SECURITY REQUIREMENTS..... | 3 |
| 1.2 STATEMENT OF WORK..... | 3 |
| 1.3 DEBRIEFINGS | 3 |
| 1.4 TRADE AGREEMENTS | 3 |
| 1.5 EPOST CONNECT SERVICE..... | 3 |
| 1.6 CONFLICT OF INTEREST..... | 3 |
| PART 2 - BIDDER INSTRUCTIONS | 5 |
| 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS..... | 5 |
| 2.2 SUBMISSION OF BIDS..... | 6 |
| 2.3 FORMER PUBLIC SERVANT..... | 7 |
| 2.4 ENQUIRIES - BID SOLICITATION..... | 8 |
| 2.5 APPLICABLE LAWS..... | 8 |
| 2.6 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY | 9 |
| PART 3 - BID PREPARATION INSTRUCTIONS..... | 10 |
| 3.1 BID PREPARATION INSTRUCTIONS | 10 |
| PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION | 12 |
| 4.1 EVALUATION PROCEDURES..... | 12 |
| 4.2 BASIS OF SELECTION..... | 13 |
| PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION | 14 |
| 5.1 CERTIFICATIONS REQUIRED WITH THE BID..... | 14 |
| 5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION | 14 |
| PART 6 – SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS | 16 |
| 6.1 SECURITY REQUIREMENTS..... | 16 |
| 6.2 STATEMENT OF WORK..... | 16 |
| 6.3 STANDARD CLAUSES AND CONDITIONS..... | 16 |
| 6.4 TERM OF CONTRACT | 17 |
| 6.5 AUTHORITIES | 17 |
| 6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS | 19 |
| 6.7 PAYMENT | 19 |
| 6.8 INVOICING INSTRUCTIONS | 20 |
| 6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION..... | 20 |
| 6.10 APPLICABLE LAWS..... | 21 |
| 6.11 PRIORITY OF DOCUMENTS | 21 |
| 6.12 FOREIGN NATIONALS..... | 21 |
| 6.13 INSURANCE | 21 |
| 6.14 CONTROLLED GOODS | 21 |
| 6.15 SACC MANUAL CLAUSES..... | 21 |

6.16 No RESPONSIBILITY TO PAY FOR WORK NOT PERFORMED DUE TO CLOSURE OF GOVERNMENT OFFICES
22

| | |
|--|-----------|
| ANNEX "A" | 23 |
| STATEMENT OF WORK | 23 |
| ANNEX "B" | 29 |
| BASIS OF PAYMENT | 29 |
| ANNEX "C" | 31 |
| NON-DISCLOSURE AGREEMENT | 31 |
| ANNEX "D" | 32 |
| SECURITY REQUIREMENTS CHECK LIST | 32 |

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1. At the date of bid closing, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

2. For additional information on security requirements, Bidders should refer to the [Contract Security Program of Public Works and Government Services Canada \(http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

1.2 Statement of Work

The Department of National Defence (DND), 86 Airfield Systems and Utilities (ASU), CFB Trenton, Trenton, Ontario has a requirement for the provisions of one (1) Maintenance Manager as stated in Annex A, Statement of Work. The contractor will provide this service primarily at 8 Wing Trenton in Trenton, Ontario.

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 Trade Agreements

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-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

1.5 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.

1.6 Conflict of Interest

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed

Solicitation No. - N° de l'invitation
W3999-19KV02/A
Client Ref. No. - N° de réf. du client
W3999-19-KV02

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-8-50222

Buyer ID - Id de l'acheteur
KIN535
CCC No./N° CCC - FMS No./N° VME

Non-Disclosure Agreement attached at **Annex C** and provide it to the Technical Authority before they are given access to information by or on behalf of Canada in connection with the Work.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

The 2003 standard instructions is amended as follows:

- Section 08, entitled Transmission by facsimile or by epost Connect, is amended as follows:
subsection 2. is deleted entirely and replaced with the following:

2. epost Connect

- Unless specified otherwise in the bid solicitation, bids may be submitted by using the [epost Connect service](#) provided by Canada Post Corporation.
 - PWGSC regional offices: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
- To submit a bid using epost Connect service, the Bidder must either:
 - send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- If the Bidder sends an email requesting epost Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
- If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after the solicitation closing date and time.
- The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
- It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
- For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - receipt of a garbled, corrupted or incomplete bid;
 - availability or condition of the epost Connect service;
 - incompatibility between the sending and receiving equipment;
 - delay in transmission or receipt of the bid;
 - failure of the Bidder to properly identify the bid;

- vi. illegibility of the bid;
- vii. security of bid data; or,
- viii. inability to create an electronic conversation through the epost Connect service.
- h. The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- i. Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
- j. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.

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 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: 120 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 Public Works and Government Services Canada
Kingston Procurement
86 Clarence St, 2nd Floor
Kingston, Ontario, K7L 1X3
Bid Fax: (613) 545-8067
Email address for epost Connect service: TPSGC.orreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca.

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

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 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.

"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.

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.

2.6 Basis for Canada's Ownership of Intellectual Property

The Department of National Defence has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: "where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software."

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. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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 (two (2) hard copies)

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

Section III: Certifications (one (1) hard copy)

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

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

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 Electronic Payment of Invoices – Bid

Canada requests that bidders:

1. select option 1 or, as applicable, option 2 below; and
2. include the selected option in Section II of their bid.

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

Option #1

The Bidder accepts to be paid by 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)

Option #2

- ☐ The Bidder does not accept to be paid by Electronic Payment Instruments.

3.1.2 Exchange Rate Fluctuation

SACC Manual Clauses [C3011T](#) (2013-11-06), Exchange Rate Fluctuation

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

| # | MANDATORY TECHNICAL CRITERION (MT) | BID PREPARATION INSTRUCTIONS |
|-----------------------------------|--|---|
| Senior Maintenance Manager | | |
| MTC 1.1 | <p>The contractor must have certification of one (1) of the following:</p> <ul style="list-style-type: none"> a. Millwright/Industrial Mechanic Certificate b. Refrigeration and Mechanical Technician (MOSID 00301) Certificate | <ul style="list-style-type: none"> • This requirement must be demonstrated by providing certification documentation of one (1) the following: <ul style="list-style-type: none"> a. Millwright/Industrial Mechanic Certificate b. Refrigeration and Mechanical Technician (MOSID 00301) Certificate <p>Certification must be demonstrated by including a copy of the Certificate, with the bidder's proposal.</p> |
| MTC 1.2 | <p>The contractor must have a minimum of (36) months experience within the last five (5) years working on the following:</p> <p>The maintenance, repair and overhaul on Mobile Aircraft Arrestor Systems (MAAS), BAK-12 Barrier Arresting Kit and multi fuel, electric rewind, clutch and pin rewind, Smart Arrest energy absorbers and AAS support equipment.</p> | <ul style="list-style-type: none"> • This requirement must be demonstrated by providing complete details of the experience of the following tasks: • Proof of experience must be demonstrated by providing complete details of the experience, including: <ul style="list-style-type: none"> - Name and description of client organization; - Scope, timeframe (from-to dates month/year); and - Description of the roles and responsibilities. |

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

The Bidder must provide a Firm Per Diem Rate for all pricing periods for the proposed contractor. The Bidder must not alter the format of Annex "B", Basis of Payment.

The sum of the Bidder's applicable Firm Per Diem Rate for all pricing periods will be multiplied by the Estimated Days per Year to arrive at the Extended Price. The Total Extended Price is the sum of all Extended Prices for Year 1, Option Year 1 and Option Year 2.

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

SACC Manual Clause [A0031T](#), Basis of Selection – Mandatory Technical Criteria

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) 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

5.2.3.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.3.2 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

PART 6 – SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

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

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of **SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. This contract includes access to **Controlled Goods**. Prior to access, the contractor must be registered in the Controlled Goods Program of Public Works and Government Services Canada (PWGSC).
3. The Contractor/Offeror personnel requiring access to **CLASSIFIED** information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **SECRET**, granted or approved by CISD/PWGSC.
4. The Contractor/Offeror personnel requiring access to **NATO UNCLASSIFIED** information or assets do not require to hold a personnel security clearance; however, the Contractor must ensure that the **NATO UNCLASSIFIED** information is not releasable to third parties and that the "need to know" principle is applied to personnel accessing this information.
5. The Contractor/Offeror MUST NOT remove any **CLASSIFIED** information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
6. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
7. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex "D"
 - (b) *Industrial Security Manual* (Latest Edition).

6.2 Statement of Work

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

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) (<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

2010C (2018-06-21) General Conditions – Services , apply to and form part of the Contract with the following replacements:

6.3.2 Supplemental General Conditions

4007 (2010-08-16), Supplemental General Conditions – Canada to Own Intellectual Property Rights in the Foreground Information;

apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

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

- i. The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends one (1) year later; and
- ii. the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

b) **Option to Extend the Contract:**

- i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one-year periods 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.
- ii. Canada may exercise this option at any time by sending a written notice to the Contractor 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 formal contract amendment.

6.4.2 Termination on Thirty Days Notice

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.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Nancy Carrière
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch

Directorate: Acquisitions Kingston
86 Clarence Street, 2nd Floor
Kingston, Ontario K7L 1X3

Telephone: 613 545-8764
Facsimile: 613 545-8067
E-mail address: Nancy.Carriere@pwgsc-tpsgc.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.

6.5.2 Technical Authority (Canada will insert information at time of award)

The Technical Authority for the Contract is:

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

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

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

6.5.3 DND Procurement Representative

The DND Procurement Representative for the Contract is:

[Note to Bidder: Canada will insert information at time of award]

The DND Procurement Representative 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 administrative aspects of the Work under the Contract, procurement initiation authority, and providing PWGSC reports on Contract utilization. Technical matters may be discussed with the DND Procurement Representative; however, the DND Procurement Representative 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.

6.5.4 Contractor's Representative

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

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

6.6 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.

6.7 Payment

6.7.1 Basis of Payment

6.7.1.1 Limitation of Expenditures

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work in accordance with the Basis of Payment in Annex "B" to a limitation of expenditure of \$_____ (insert the amount at contract award). Customs duty are included and Applicable Taxes are extra.

6.7.1.2 Limitation of Expenditures for Authorized travel and Living Expenses

Concerning the requirements to travel described in section 7. Travel of the Statement of Work in Annex "A", the Contractor will be paid for its authorized travel and living expenses reasonably and properly incurred in the performance of the Work done, delivered or performed, at cost, without any allowance for profit and administrative overhead, in accordance with the meal and private vehicle expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](#); and with the other provisions of the directive referring to "travellers", rather than those referring to "employees", to a limitation of expenditure of \$_____ (insert the amount at contract award). Customs duty are included and Applicable Taxes are extra.

Outside of a radius of _____kilometers of the Contractors place or business.

Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of contractors required to satisfy its contractual obligations.

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

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

6.7.1.3 Canada's Total Liability

1. For the Work described in the Statement of Work Annex "A":

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$_____ (insert the amount at contract award). Custom duties are included and Applicable Taxes are extra.

2. 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.

6.7.2 Method of Payment – Multiple Payment

SACC Manual clause [H1001C](#) (2008-05-12) Multiple Payment

6.7.3 SACC Manual Clause

SACC Manual clause [A9117C](#) (2007-11-30) - Direct Request by Customer Department

6.7.4 Discretionary Audit

SACC Manual clause [C0705C](#) (2010-01-11), Discretionary Audit

6.7.5 Time Verification

SACC Manual clause [C0711C](#) (2008-05-12), Time Verification

6.8 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;
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.

6.9 Certifications and Additional Information

6.9.1 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.

6.10 Applicable Laws

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

Note to Bidders: A bidder may, at its 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 bidder. Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their Bid Submission Form.

6.11 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 supplemental general conditions [4007](#) (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information ;
- (c) the general conditions [2010C](#) (2018-06-21) General Conditions – Services (medium complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex D, Security Requirements Check List ;
- (g) the Contractor's bid dated _____, (*insert date of bid*)

6.12 Foreign Nationals

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)
SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

6.13 Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance

6.14 Controlled Goods

SACC Manual Clause [A9131C](#) (2014-11-27), Controlled goods Program - Contract
SACC Manual Clause [B4060C](#) (2011-05-16), Controlled Goods

6.15 SACC Manual Clauses

SACC Manual Clause [A9062C](#) (2011-05-16), Canadian Forces Site Regulations

SACC Manual Clause [B9028C](#) (2007-05-25), Access to Facilities and Equipment
SACC Manual Clause [A7017C](#) (2008-05-12), Replacement of Specific Individuals

6.16 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- i. 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.
- ii. 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.

ANNEX "A"

STATEMENT OF WORK

1.0 OBJECTIVE

The objective of this Statement of Work (SOW) is to define the scope, deliverables and the contractual conditions that apply to the requirement of one (insert level) Technician to support the repair and overhaul of the Portarrest 4 (PIV) Mobile Aircraft Arrestor Systems (MAAS), BAK-12 Cold Weather and Smart Arrest energy absorbers and associated support systems including the Mobile Runway Edge Sheave (MRES) and auxiliary ramps for the Royal Canadian Airforce (RCAF), 1 Canadian Air Division, 86 Airfield Systems and Utilities (86 ASU) in support of CF 188 Fighter Aircraft operations and training.

The Contractor must also train military and civilian personnel employed by the Department of National Defence (DND) in the execution of repairs and overhauls of MAAS and its associated support systems.

2. ACRONYMS

| | |
|---------|--|
| 4 CFMCU | Canadian Forces Movement Control Unit |
| ABCA | American, British, Canadian, Australian and New Zealand Armies |
| ACE | Allied Command Europe |
| ADATS | Air Defence Anti-Tank System |
| AAS | Aircraft Arresting System |
| BAK | Barrier Arresting Kit |
| CRS | Cable Retractable System |
| DAAS | Deployable Aircraft Arresting System |
| LFCDA | Land Force Crypto Distributing Authority |
| MAAS | Mobile Aircraft Arresting System |
| MRES | Mobile Runway Edge Sheave |
| OEM | Operations Equipment Manual |
| PIV | Portarrest 4 |
| TA | Technical Authority |

3. SCOPE OF WORK

- 3.1 The maintenance, repair and overhaul on MAAS, BAK-12 multi fuel, electric rewind, clutch and pin rewind, Smart Arrest energy absorbers and AAS support equipment. This contract will be conducted at 86 ASU (Building 291, 8 avenue St-Jean 8 Wing Trenton) Tasks must also include providing instruction to military and civilian personnel in the execution of repairs and overhauls of AAS and associated support systems. Additional tasks may include information collection, and assisting in the preparation of briefings, reports, and presentations. Working in conjunction with the 1 Canadian Air Division, A4 CE AAS Operations/LCMM and the AAS Superintendent (86 ASU), the contractor will coordinate approved activities in support of the 1 Cdn Air Div and 86 ASU operational needs.

Parts and supplies required to complete maintenance, repairs and overhauls on all our AAS systems. The items that are proprietary to ESCO (AAS manufacturer) are purchased thru other contract solutions with Patlon Aircraft and Industries Limited .

- 3.2 Contractor Requirements: Senior Management Manger, who must be responsible for ensuring that technical support is provided for all aspects of this requirement.
- 3.3 Services Required: The Contractor must perform the following tasks that will include, but are not limited to the following:

1. AAS Maintenance, Repairs and Overhaul:

- a. Make inquiries to the AAS manufacturer when issues arise during the operation and maintenance of AAS;
- b. Manage a log of AAS Technical Records;
- c. Ensure that Canadian Forces Technical Orders are adhered to as they pertain to the safe operation and maintenance of AAS;
- d. Post any information related to the AAS Share Point web site which provides access to all AAS publications and directives ;
- e. Maintenance logistics including all projected, ongoing and maintenance completed by AAS is recorded in the official AAS log books and AAS check sheets;
- f. Spares development and inspection including inspecting all parts received from the manufacturer or outside vendor to ensure fit, form and function criteria are met;
- g. Special tooling will include the use of jigs (make shift tooling) to build/overhaul/install a required part on an AAS absorber;
- h. Initialize Smart Arrest including pit interconnects;
- i. Install purchase tape; Proof loading of AAS tapes;
- j. Adjust Tape Edge Distance TED;
- k. Perform static test to include synchronization of absorbers systems;
- l. Proof test Smart Arrest hydraulic systems;
- m. Install tape connectors and pendants; and
- n. Install/remove pendants for DAAS including CRS.

2. Communicating effectively with project stakeholders, the contractor will lead and/or participate in formal meetings, requirements sessions and/or project meetings required at Government and/or Supplier Facilities.

4. LIMITATIONS AND CONSTRAINTS:

- 4.1 All correspondence, either initiated by the contractor personnel or by any section of DND, must be submitted to the Technical Authority. Correspondence is defined as record of conversation or decision as well as any written correspondence in any format.
- 4.2 The Contractor must ensure that their personnel do not use Government of Canada or DND designations, logos or insignia on any business cards, cubicle/office signs or written/electronic correspondence that in any manner leads others to perceive the contractor personnel as being an employee of Canada.
- 4.3 There will be a requirement for the Contractor to access information available exclusively at Canada's facilities located at 86 ASU.
- 4.4 Any documents, processes, etc., developed and /or updated by the Contractor must be for the review, approval and signature (when required) of the TA/Delegate.

- 4.5 Decisions concerning revision or definition of policy, budgets, as well as contractual obligations and requirements, are excluded from the Contractors services. The Contractor will provide comments and recommendations only to the TA/Delegate on these issues.
- 4.6 At all times during the provision of the required services, the Contractor is not to have access to any proprietary information including but not limited to financial information (including unit prices or rates) 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 information may be provided to the Contractor in the performance of the services if the "Non-Disclosure and Confidentiality Agreement" contained in the Request for Proposal is duly executed by the Contractor.
- 4.7 All drawings, software codes, reports, data, documents, or materials, provided to the Contractor by Canada or produced by the Contractor 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 DND without the express written permission of the TA/Delegate. Such information and material must be returned to the TA/Delegate upon completion of the services or when requested by the TA/Delegate.
- 4.8 All correspondence, either initiated by the Contractor or by any section of DND, must be submitted to the TA/Delegate. Correspondence is defined as records of conversation or decisions as well as any written correspondence in any format.

5. DELIVERABLES:

Deliverables must be in the form of services provided to the 1 Canadian Air Division A4 CE AA Operations/LCMM Technical Authority (TA) in accordance with this SOW and of the products generated thereof.

Activity Reports: The Contractor must prepare bi-weekly Activity Reports of the work performed in a format acceptable to the TA. An example of the required bi-weekly Activity Reports is located in Annex D. As a minimum, each Activity Report must document the following information:

1. All significant activities performed during the period to include the following:
 - Trg completed (if applicable)
 - AAS Overhaul status
 - AAS repair status
 - Parts and equipment status
2. Status of all action/decision items as well as a list of outstanding activities during the overhaul program;
3. A description of any problems encountered which are likely to require attention by the TA and;
4. Any recommendations relating to the conduct of the work.

Deliverables Resulting from Services Provided: The Contractor may be required to prepare and submit various deliverables resulting from the services provided. These deliverables include, but are not limited to the following:

1. A listing of all Maintenance, Repair and Overhaul Training requirements for the BAK-12 Fixed Cold Weather, BAK-12 Smart Arrest computer controlled energy absorbers as well as PIV MAAS. The list must also include but not limited to a schedule, place, location and number of participants.
2. The Contractor must support the requirements of the Canadian Aircraft Arrestor Online Database (CAASOLD) Program to ensure the required documentation for updating Maintenance Requirements in CAASOLD.
3. The Contractor will be required to utilize the Defence Contractor Management Information System (DRMIS) in the performance of the AAS Overhaul Program.
4. The Contractor will perform overhauls utilizing Canadian Forces Technical Orders (CFTOs), United States Air Force (USAF) Technical Orders, OEM Special Instructions and best engineering practices.

5. CONTRACTOR MANAGEMENT OF THE CONTRACT

- 5.1 The Contractor will 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 personnel in order to minimize the effort required by DND to manage the requirement.
- 5.2 The Contractor must be responsible for all work produced under this Contract, including completeness, accuracy and adherence to all relevant safety & environmental regulations, rules and good practices.

6. TRAINING ACTIVITIES

- 6.1 The Contractor will provide training to military and civilian AAS personnel employed by DND on all aspects of maintenance, repair and overhauls for the PIV MAAS, BAK-12 Cold Weather and Smart Arrest energy absorbers, BAK-14 and the MRES. The Contractor must will provide advice to the TA and Qualification Standards Board on the training requirements for the maintenance, repair and overhaul of AAS and associated support systems.
- 6.2 The training requirements will be developed by the RM Tech Occupational Qualification Standards Board in concert with the TA.
- 6.3 Training will be provided in a classroom setting, maintenance bay, training compound, in the field on operations or another designated area.
- 6.4 All training material will be provided by the Department of National Defence, 86 ASU.

7. TRAVEL AND LIVING

- 7.1 There may be a requirement for the Contractor to travel outside of the Trenton, Ontario are, if deemed necessary.
- 7.2 All travel for the Contractor will require prior approval by the TA or the authorized representative. The TA will identify the need for trip reports, including content and format.

8. LANGUAGE REQUIREMENTS

- 8.1 The Contractor must be fluent in the English language. Fluent means that the individuals must be able to communicate orally and in writing without any assistance and with minimal errors.

9. TECHNICAL AUTHORITY (TA)

- 9.1 The TA for this Work will be the primary point of contact for Contractor and will be identified in the Contract award document.
- 9.2 All deliverables and services rendered will be subject to inspection and approval by the TA or designated representative, evaluated on the basis of suitability, quality and adherence to this SOW. Evaluations will be completed within a reasonable time frame, as determined by the TA.
- 9.3 Should any document or service not be in accordance with this SOW and to the satisfaction of the TA, the TA shall have the right to reject it or require its correction at the sole expense of the proposed contractor before recommending payment.
- 9.4 Communication with the Contractor regarding the quality of Work shall be undertaken by official correspondence through the Contracting Authority.

10. SUPPORT

- 10.1 To aid the Contractor in the provision of the required services, the following information, materials and assistance must be provided if available and deemed appropriate by the TA:
- i. All available data and documents such as policy documents, directives, instructions, performance data, technical documents, project data and any other data seem necessary by the Technical Authority for the provision of services under this SOW:
 - ii. Consultation with the Technical Authority and other departmental specialists as arranged by the Technical Authority; and
 - iii. Other information, data and assistance available and requested by the Contractor subject to concurrence by the Technical Authority.

10.2 Identification Protocol Responsibilities

The Contractor will be responsible for ensuring that each of its agents, representatives or subcontractors (hereinafter referred to as Contractor Representatives) complies with the following self-identification requirements:

- a) Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if an individual is not a permanent employee of the Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Contractor permanent employee;
- b) During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative;
- c) If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation;

-
- d) If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the p problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority, and twenty working days to rectify the underlying problem.;
- e) In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

ANNEX "B"

BASIS OF PAYMENT

A- Contract Period (From Contract award to June 30, 2020)

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

1.0 Professional Fees - From Contract Award to June 30, 2020

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

| Contractor | Level of Effort | Name | All Inclusive Per-Diem Rate |
|------------|-----------------|------|-----------------------------|
| 1 | | | \$ |

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.

The volumetric data included in Annex "B", Basis of Payment are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee and 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.

B. OPTION TO EXTEND THE TERM OF THE CONTRACT

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

B-1 Extended Contract Period (From July 01, 2020 to June 30,2021)

| Contractor | Level of Effort | Name | All Inclusive Per-Diem Rate |
|------------|-----------------|------|-----------------------------|
| 1 | | | \$ |

B-2 Extended Contract Period (From July 01, 2021 to June 30,2022)

| Contractor | Level of Effort | Name | All Inclusive Per-Diem Rate |
|------------|-----------------|------|-----------------------------|
| 1 | | | \$ |

2.0 Cost Reimbursable Expenses

2.1 Travel and Living Expenses – National Joint Council Travel Directive

Solicitation No. - N° de l'invitation
W3999-19KV02/A
Client Ref. No. - N° de réf. du client
W3999-19-KV02

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-8-50222

Buyer ID - Id de l'acheteur
KIN535
CCC No./N° CCC - FMS No./N° VME

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

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

All payments are subject to government audit.

Estimated Cost: \$ _____ .

ANNEX "C"

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. W3999-19KV02/001/KIN 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

Solicitation No. - N° de l'invitation
W3999-19KV02/A
Client Ref. No. - N° de réf. du client
W3999-19-KV02

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-8-50222

Buyer ID - Id de l'acheteur
KIN535
CCC No./N° CCC - FMS No./N° VME

ANNEX "D"

SECURITY REQUIREMENTS CHECK LIST