



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

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

11 Laurier St. Place du Portage,  
Phase III Core 0B2-103  
Gatineau, Quebec, K1A 0S5

Email / Courriel: TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

**Vendor/Firm Name and Address**

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

<b>Title - Sujet</b> SITE SUPPORT SERVICES - CFB GOOSE BAY	
<b>Solicitation No. - N° de l'invitation</b> W6369-170006/B	<b>Date</b> 2020-02-25
<b>Client Reference No. - N° de référence du client</b>	
<b>GETS Reference No. - N° de référence de SEAG</b>	
<b>File No. - N° de dossier</b>	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2020-05-28</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Ottawa Local Time
<b>F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes</b>	
<b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Henry, Yves	<b>Buyer Id - Id de l'acheteur</b>
<b>Telephone No. - N° de téléphone</b> (613) 736-2853	
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE 5 WING GOOSE BAY HAPPY VALLEY-GOOSE Newfoundland and Labrador A0P1C0 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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



**Real Property Services Management Contracting Directorate**

**Request for Proposals (RFP)**

**Department of National Defence – On-site Support Services at Canadian Forces Base 5 Wing  
Goose Bay, Newfoundland and Labrador**

**W6369-170006/B**

**THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT**



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

Part 1: General Information: provides a general description of the requirement;

Part 2: Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3: Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;

Part 4: Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5: Certifications and Additional Information: includes the certifications and additional information to be provided;

Part 6: Security, Financial, Personnel and Other Requirements: includes specific requirements that must be addressed by Bidders; and

Part 7: Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes included are:

Annex "A" Statement of Work

Annex "B" Basis of Payment

Annex "C" Security Requirements Check List

Annex "D" Electronic Payment Instruments

Annex "E" Certifications

Annex "F" Insurance Requirements

Annex "G" Resource Requirements

Annex "H" Task Authorization: DND 626, Task Authorization Form

Annex "I" Financial Evaluation

Annex "J" Technical Evaluation

Annex "K" Loan and Lease Agreements

Annex "L" Performance Management Framework

Annex "M" Indigenous Benefit Plan

Annex "N" Progress Payment Claim Form



## 1.2 Summary

The Department of National Defence (DND) is a key federal department with more than 100,000 employees located at sites throughout Canada and abroad. The mission of DND and the Canadian Forces is to defend Canada, its interests and its values, while contributing to international peace and security.

5 Wing Goose Bay reports to 1 Canadian Air Division (1 Cdn Air Div) and supports North American Aerospace Defence Command (NORAD) operations for the projection of air power on the north and northeast coasts of Canada. 5 Wing also conducts and supports a wide variety of operations, including both joint and combined training for the Canadian Armed Forces (CAF), our Allies and NORAD. The base is self-sustaining in the functions of transportation, accommodation, supply, maintenance and food services. The base is responsible for the maintenance of ranges, training facilities and training areas within its confines, capabilities and mandate, in order to provide administrative and training support to units using the facility. Training support includes vehicles, equipment and training areas for individual and collective training.

The roles of 5 Wing include:

- Supporting NORAD Deployed Operations;
- Supporting Joint Task Force Atlantic – JTF (A);
- Supporting CF operations and training as well as Foreign Military Training;
- Operating the Goose Bay airfield in support of civil aviation;
- Secondary Search and Rescue (SAR); and
- Supporting other operations as required.

The operation and maintenance of the Site Support Services to be provided by the contractor may include, but is NOT limited to:

- a. all equipment and systems supporting airfield services;
- b. aviation weather, transient, and communications services;
- c. operation of the front desk responsible to receiving military units and other visitors to the base;
- d. housekeeping and janitorial services;
- e. accommodation planning and food services for all full and part-time residents;
- f. supply functions;
- g. commercial and mail transportation services;
- h. emergency and security services;
- i. potable water and sanitary collection systems;
- j. heat plant operation;
- k. electrical and engine-generator unit maintenance;
- l. solid waste collection and disposal;
- m. infrastructure management including building and grounds maintenance;
- n. fire prevention;
- o. management of the telecommunication and information systems; and
- p. hazardous materials management.



Only one (1) contract will be awarded initially for 10 years and with the potential to be extended. The Contract extensions may be exercised as two (2), five (5) year irrevocable option periods.

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) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgs.gc.ca/index-eng.html>) website.

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

The requirement is subject to a preference for Canadian goods and/or services.

This procurement is subject to the Controlled Goods Program. The [Defence Production Act](#) defines Canadian Controlled Goods as certain goods listed in Canada's Export Control List, a regulation made pursuant to the Export and Import Permits Act (EIPA).

There is an optional site visit associated with this requirement. Consult Part 2 – Bidder Instructions.

The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the Annex titled Federal Contractors Program for Employment Equity - Certification.

### **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 Phased Bid Compliance Process**

The Phased Bid Compliance Process applies to this requirement.



## PART 2 - BIDDER INSTRUCTONS

### 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](#) (2019-03-04) 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: 350 days

### 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 in the bid solicitation.

**Epost Connect:** For bidders to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.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.

**Hard copy:** For bidders to submit the hard copies of the Bids, the address of the Bid Receiving Unit (BRU) is as follows:

11 Laurier St.  
Place du Portage, Phase III  
Core OB2  
Gatineau, Québec,  
K1A 0S5





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:

- 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.

#### **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:

- name of former public servant;
- 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:

- name of former public servant;
- conditions of the lump sum payment incentive;
- date of termination of employment;
- amount of lump sum payment;
- rate of pay on which lump sum payment is based;
- period of lump sum payment including start date, end date and number of weeks;
- 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 25 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 Newfoundland and Labrador.

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 Optional Site Visit**

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at 5 Wing Goose Bay on March 12, 2020. The site visit will begin at 0800hrs and registration will take place in building 354. It is DND's intention to have buses available in order to transport personnel to and from the facilities.

Bidders are requested to communicate with the Contracting Authority as soon as possible to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.



## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

The Bidder must submit its bid **in hard copies as well as epost.**

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

**Prices must appear in the financial bid only.** Prices or financial information **must not** be indicated in any other section of the bid.

#### **For the epost copy:**

Canada requests that the Bidder submits its bid in accordance with section 08 of the [2003\(2019-03-04\)](#) standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that the Bidder submits its bid in separate sections as follows:

**Section I:** Technical Bid

**Section II:** Financial Bid

**Section III:** Certifications

#### **For the hard copies:**

Canada requests that the Bidder submits its bid in separate sections as follows:

**Section I:** Technical Bid (3 copies)

**Section II:** Financial Bid (1 copy)

**Section III:** Certifications (2 copies)

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, Canada requests that



bidders follow the format instructions described below in the preparation of the hard copies of their bid:

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

### **3.2 Bids**

#### **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 by completing the Financial Evaluation form set out as Annex I - Financial Evaluation which is presented in a separate Excel spreadsheet.

#### **Section III: Certifications**

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

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

The bidder must complete Annex D to determine which electronic method of payment is acceptable.

### **3.4 Exchange Rate Fluctuation**

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



## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- a) Canada will apply the Phased Bid Compliance Process described below.
- b) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial criteria. Evaluations will be conducted using a consensus-based approach.
- c) An evaluation team composed of representatives of Canada will evaluate the bids.
- d) An evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.
- e) PSPC has engaged “HKA Global (Canada), Inc.” as fairness monitor for this procurement. The fairness monitor will not be part of the evaluation team, but will, among other things, observe the evaluation of the bids with respect to Canada's adherence to the evaluation process described in this bid solicitation.
- f) It may be necessary to contact the reference(s) for verification or validation of what the Bidder has proposed in the bid. Information provided by a reference which differs from the information supplied by the Bidder may be considered by evaluators. If the information provided by the Bidder cannot be verified and validated, the information will not be evaluated and the bid will receive a score of zero for the criteria in question.

#### **4.1.1 Phased Bid Compliance Process**

##### **General**

- a) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

The Bidder acknowledges that the reviews in Phase I and II of this PBCP are preliminary and do not preclude a finding in Phase III that the Bid is non-responsive, even for mandatory requirements which were subject to review in Phase I or II and notwithstanding that the Bid had been found responsive in such earlier phase. Canada may deem a Bid to be non-responsive to a mandatory requirement at any phase.

The Bidder also acknowledges that its response to a Notice or a compliance assessment report



(CAR) (each defined below) in Phase I or II may not be successful in rendering its bid responsive to the mandatory requirements that are the subject of the Notice or CAR, and may render its bid non-responsive to other mandatory requirements.

- b) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This will not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- c) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) [2003](#) (2019-03-04) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (d).
- d) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### **4.1.1.2 Phase I: Financial Bid**

- a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- b) Canada's review in Phase I will be performed by officials of the Department of Public Services and Procurement Canada.
- c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.





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

#### **4.1.1.3 Phase II: Technical Bid**

- a) Canada’s review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- b) Canada will send a written notice to the Bidder (CAR) identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the





requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.

- c) A Bidder shall have the period specified in the CAR (the “Remedy Period”) to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- d) The Bidder’s response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- e) The Bidder’s response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder’s Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder’s own risk. All submitted information must comply with the requirements of this solicitation.
- f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, only that part of the original Bid as is permitted in this Section.
- g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder’s original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided



by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.

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

#### **4.1.1.4 Phase III: Final Evaluation of the Bid**

- a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b) A bid will be deemed non-responsive and will be rejected if it does not meet all mandatory evaluation requirements of the bid solicitation.

### **4.1.2 Technical Evaluation**

**4.1.2.1** Mandatory technical criteria are included in Annex J – Part 1 Mandatory Technical Criteria.

**4.1.2.2** The Phased Bid Compliance Process will apply **only** to Part 1 Mandatory Technical Criteria.

**4.1.2.3** Point Rated Technical Criteria are included in Annex J – Part 2 Point Rated Technical Criteria

### **4.1.3 Financial Evaluation**

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

Financial evaluation grid is found in Annex I - Financial Evaluation (*separate Excel spreadsheet provided*).

## **4.2 Basis of Selection**

### **4.2.1 Basis of Selection – 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;
- b. Meet all mandatory criteria; and
- c. Obtain the required minimum of **2271** points (overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **3245** 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 65% for the technical merit and 35% 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 65 %.

To establish the pricing score, Canada will first determine the lowest evaluated price of the compliant bids.

Each responsive bid will be prorated against the lowest evaluated price and the ratio of 35 %.

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 negotiation of an award of a contract.

**Basis of Selection - Highest Combined Rating Technical Merit (65%) and Price (35%) where the 35% is split between O&M and RP OPs at 20% and 15% respectively**

		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 65 = 55.37$	$89/135 \times 65 = 42.85$	$92/135 \times 65 = 44.29$
	<b>Pricing Score O&amp;M</b>	$45/55 \times 20 = 16.36$	$45/50 \times 20 = 18$	$45/45 \times 20 = 20$
	<b>Pricing Score RP OPs</b>	$45/55 \times 15 = 12.27$	$45/50 \times 15 = 13.5$	$45/45 \times 15 = 15$
<b>Combined Rating</b>		84.00	74.35	79.29
<b>Overall Rating</b>		1st	3rd	2nd

- Notes:
- The O&M pricing score is the total of tables 1 to 7 of Annex I – Financial Evaluation
  - The RP Ops pricing score is the total of table 8 of Annex I – Financial Evaluation



## **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.

#### **5.1.2 Additional Certifications Required with the Bid**

##### **5.1.2.1 Canadian Content Certification**

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, Bidders acknowledge that only bids with a certification that the services offered are Canadian services, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the bid will result in the services offered being treated as non-Canadian services.

The Bidder certifies that:

( ) the services offered are Canadian services as defined in paragraph 4 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6., Example 2, of the *Supply Manual*.

##### **5.1.2.1.1 SACC Manual clause [A3050T](#) (2018-12-06) Canadian Content Definition**



## 5.2 Certifications Precedent to Contract Award and Additional Information

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

### 5.2.1 Integrity Provisions – Required Documentation

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

### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

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

### 5.2.3 Additional Certifications Precedent to Contract Award

#### 5.2.3.1 Status and Availability of Resources

*SACC Manual* clause [A3005T](#) (2010-08-16) Status and Availability of Resources

#### 5.2.3.2 Education and Experience

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



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

### **6.1 Security Requirements**

1. Before award of a contract, the following conditions must be met:
  - a. the Bidder must hold a valid organization security clearance as indicated in Part 7 -Resulting Contract Clauses;
  - b. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
  - c. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### **6.2 Financial Capability**

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

### **6.3 Controlled Goods Requirement**

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

### **6.4 Insurance Requirements**

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

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

### **6.5 Resource Security Requirements for Contract award**

Before award of a contract, the Contractor must have resources that meet the qualifications identified in Annex G, or equivalent approved by the Technical Authority.



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

The Key Discipline/Individuals must meet the following security requirements:

Level of Personnel Clearance (e.g. RELIABILITY, SECRET & NATO SECRET	Position / Description/Task	Access to sites and/or information. Levels of Information to be accessed: Up to and including SECRET and NATO SECRET	Citizenship Restriction (if any)
SECRET (Level II)	Contractor Senior Management		Canadian
SECRET (Level II)	Personnel working with sensitive material such as weapons, ammunitions, and controlled goods		Canadian
SECRET (Level II)	Personnel working on or with COMSEC material must also be Canadian citizen.		Canadian
SECRET (Level II)	Personnel in contact with Classified/Secret information.		
SECRET (Level II)	Weather services personnel		
SECRET (Level II)	Hangar Chief, ATC, and WOC personnel		Canadian
SECRET (Level II)	Transient Servicing Supervisors. In addition, the supervisor's security clearance can be no lower than the security clearance of those being supervised.		
SECRET (Level II)	All Security Section personnel		
SECRET (Level II)	Emergency Services Personnel		
SECRET (Level II)	Ground and Airfield Electronics Personnel		
SECRET (Level II)	Personnel working in or requiring access to Secret security Zone including Janitorial/ Maintenance personnel.		
Enhanced Reliability Check (as a minimum)	all personnel		

All other personnel not named above must meet a security clearance level of 'Reliability'.



To help PWGSC with the verification process, Bidders are being asked to complete Appendix 1 to Annex G.

If the required security information is not provided as per Appendix 1 to Annex G, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the proposal non-responsive. Canada will not delay the award of the contract to allow the Bidder to meet the required security requirement.





## **PART 7 - RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex A and the Contractor's technical bid entitled TBD, dated TBD.

#### **7.1.2 Scope Changes**

In the event that Canada enters into any Memorandum of Understanding (MOU) with other Countries, or implements any policy changes or otherwise related to the use of the base at 5 Wing Goose Bay that results in significant changes to the Scope of Work, a new pricing schedule will be negotiated in accordance with the terms of the Contract and with Contract Cost Principles PWGSC-TPSGC 1031-2 and evidenced through a contract amendment issued by the Contracting Authority.

### **7.2 Task Authorization**

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

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

1. The Project Authority will provide the Contractor with a description of the task using the DND 626, Task Authorization Form specified in Annex H.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within 15 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA is authorized. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

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

The Project Authority may authorize individual task authorizations up to a limit of \$100,000.00, Applicable Taxes included, inclusive of any revisions.



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

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

*SACC Manual* clause **B9031C** (2011-05-16) Canada's Obligation - Portion of the Work - Task Authorizations

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

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

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

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

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 5 calendar days after the end of the reporting period.

#### **Reporting Requirement- Details**

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

For each authorized task:

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

For all authorized tasks:

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



## 7.3 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.

### 7.3.1 General Conditions

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

#### 7.3.1.1 Contract Cost Principles

##### 1031-2 01 (2008-05-12) General Principle

The total cost of the Contract must be the sum of the applicable direct and indirect costs which are, or must be reasonably and properly incurred and/or allocated, in the performance of the Contract, less any applicable credits. These costs must be determined in accordance with the Contractor's cost accounting practices as accepted by Canada and applied consistently over time.

##### 1031-2 02 (2008-05-12) Definition of a Reasonable Cost

1. A cost is reasonable if the nature and amount do not exceed what would be incurred by an ordinary prudent person in the conduct of a competitive business.
2. In determining the reasonableness of a particular cost, consideration will be given to:
  - a. whether the cost is of a type generally recognized as normal and necessary for the conduct of a contractor's business or performance of the Contract;
  - b. the restraints and requirements by such factors as generally accepted sound business practices, arm's length bargaining, federal, provincial and local laws and regulations, and contract conditions;
  - c. the action that prudent business persons would take in the circumstances, considering their responsibilities to the owners of the business, their employees, customers, the Government and public at large;
  - d. significant deviations from the established practices of the Contractor which may unjustifiably increase the contract costs; and
  - e. the specifications, delivery schedule and quality requirements of the particular contract as they affect costs.

##### 1031-2 03 (2008-05-12) Direct Costs

There are three categories of direct costs:



1. "Direct Material Costs" meaning the cost of materials which can be specifically identified and measured as having been used or to be used in the performance of the Contract and which are so identified and measured consistently by the Contractor's cost accounting practices as accepted by Canada.
  - a. These materials may include, in addition to materials purchased solely for the performance of the Contract and processed by the Contractor, or obtained from subcontractors, any other materials issued from the Contractor's general stocks.
  - b. Materials purchased solely for the performance of the Contract or subcontracts must be charged to the Contract at the net laid-down cost to the Contractor before cash discounts for prompt payment.
  - c. Materials issued from the Contractor's general stocks must be charged to the Contract in accordance with the method as used consistently by the Contractor in pricing material inventories.
2. "Direct Labour Costs" meaning the costs of the portion of gross wages or salaries incurred for the Work, which can be specifically identified and measured as having been incurred or to be incurred in the performance of the Contract and which are so identified and measured consistently by the Contractor's cost accounting practices as accepted by Canada.
3. "Other Direct Costs" meaning those applicable costs, not falling within the categories of direct material or direct labour, but which can be specifically identified and measured as having been incurred or to be incurred in the performance of the Contract and which are so identified and measured consistently by the Contractor's cost practices as accepted by Canada.

#### **1031-2 04 (2012-07-16) Indirect Costs**

1. "Indirect Costs (overhead)" meaning those costs which, though necessarily having been incurred during the performance of the Contract for the conduct of the Contractor's business in general, cannot be identified and measured as directly applicable to the performance of the Contract.
2. These Indirect Costs may include, but are not necessarily restricted to, such items as:
  - a. indirect materials and supplies (\*);
  - b. indirect labour;
  - c. fringe benefits (the Contractor's contribution only);
  - d. public services expenses: expenses of a general nature such as power, heat, light, operation and maintenance of general assets and facilities;
  - e. fixed/period charges: recurring charges such as property taxes, rentals and reasonable depreciation costs;



- f. general and administrative expenses: including remuneration of executive and corporate officers, office wages and salaries and expenses such as stationery, office supplies, postage and other necessary administration and management expenses;
- g. selling and marketing expenses associated with the goods, services or both being acquired under the Contract;
- h. general research or development expenses as considered applicable by Canada.

(\*) For supplies of similar low-value, high-usage items the costs of which meet the above definition of Direct Material Costs but for which it is economically expensive to account for these costs in the manner prescribed for direct costs, then they may be considered to be indirect costs for the purposes of the Contract.

#### **1031-2 05 (2008-05-12) Allocation of Indirect Costs**

Indirect Costs must be accumulated in appropriate indirect cost pools, reflecting a contractor's organizational or operational lines and these pools subsequently allocated to contracts in accordance with the following two principles:

1. the costs included in a particular indirect cost pool should have a similarity of relationship with each contract to which that indirect cost pool is subsequently distributed; further, the costs included in an indirect cost pool should be similar enough in their relationship to each other that the allocation of the total costs in the pool provides a result which would be similar to that achieved if each cost within that pool were separately distributed;
2. the allocation basis for each indirect cost pool should reflect, as far as possible, the causal relationship of the pooled costs to the contracts to which these costs are distributed.

#### **1031-2 6 (2008-05-12) Credits**

The applicable portion of any income, rebate, allowance, or any other credit relating to any applicable direct or indirect cost, received by or accruing to the Contractor, must be credited to the Contract.

#### **1031-2 07 (2012-07-16) Non-applicable Costs**

Despite that the following costs may have been or may be reasonably and properly incurred by the Contractor in the performance of the Contract, they are considered non-applicable costs to the Contract:

- a. allowance for interest on invested capital, bonds, debentures, bank or other loans together with related bond discounts and finance charges;
- b. legal, accounting and consulting fees in connection with financial reorganization, security issues, capital stock issues, obtaining of patents and licenses and prosecution of claims against Canada;
- c. losses on investments, bad debts and collection charges;
- d. losses on other contracts;



- e. federal and provincial income taxes, excess profit taxes or surtaxes and/or special expenses in connection with those taxes;
- f. provisions for contingencies;
- g. premiums for life insurance on the lives of officers and/or directors where proceeds accrue to the Contractor;
- h. amortization of unrealized appreciation of assets;
- i. depreciation of assets paid for by Canada;
- j. fines and penalties;
- k. expenses and depreciation of excess facilities;
- l. unreasonable compensation for officers and employees;
- m. specific product development or improvement expenses not associated with the product being acquired under the Contract;
- n. advertising, except reasonable advertising of an industrial or institutional character placed in trade, technical or professional journals for the dissemination of information for the industry or institution;
- o. entertainment expenses;
- p. donations except those to charities registered under the *Income Tax Act*;
- q. dues and other memberships other than regular trade and professional associations;
- r. fees, extraordinary or abnormal for professional advice in regard to technical, administrative or accounting matters, unless approval from the Contracting Authority is obtained.
- s. compensation in the form of dividend payments or calculated based on dividend payments;
- t. compensation calculated, or valued, based on changes in the price of corporate securities, such as stock options, stock appreciation rights, phantom stock plans or junior stock conversions; or, any compensation in the form of a payment made to an employee in lieu of an employee receiving or exercising a right, option, or benefit.

### 7.3.2 Supplemental General Conditions

4008 (2008-12-12) Additional General Conditions - Personal Information, apply to the contract and form part of the policy.

## 7.4 Security Requirements

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



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 Contract Security Program (CSP), 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/PROTECTED information, assets or sensitive site(s) must EACH hold a valid personnel security screening at the level of SECRET, or RELIABILITY STATUS, as required, granted or approved by the CSP, PWGSC.
4. The Contractor personnel requiring access to CLASSIFIED information and/or assets bearing the caveat “CANADIAN EYES ONLY” must be citizens of Canada and EACH hold a valid personnel security screening at the level of SECRET, granted or approved by the CSP, PWGSC.
5. The Contractor personnel requiring access to COMSEC information/assets must be a citizen of Canada, hold a valid security clearance commensurate with the information/assets that will be accessed, have a need-to-know and have undergone a COMSEC briefing and signed a COMSEC Briefing certificate. Access by foreign nationals or resident aliens must be approved by the Head of IT Security Client Services at CSEC on a case-by-case basis.
6. The Contractor/Offeror MUST NOT remove any CLASSIFIED/PROTECTED information or assets from the identified site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
7. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
8. The Contractor must complete and submit a Foreign Ownership, Control or Influence (FOCI) Questionnaire and associated documentation identified in the FOCI Guidelines for Organizations prior to contract award to identify whether a third party individual, firm or government can gain unauthorized access to COMSEC information/assets. Public Works and Government Services Canada (PWGSC) will determine if the company is “Not Under FOCI” or “Under FOCI”. When an organization is determined to be Under FOCI, PWGSC will ascertain if mitigation measures exist or must be put in place by the company so it can be deemed “Not Under FOCI through Mitigation”.
9. The contractor must at all times during the performance of the contract possess a letter from PWGSC identifying the results of the FOCI assessment with a FOCI designation of Not Under FOCI or Not Under FOCI through Mitigation.
10. All changes to Questionnaire and associated FOCI evaluation factors must immediately be submitted to the Industrial Security Sector (ISS) to determine if the changes impact the FOCI designation.
11. The Contractor/Offeror must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - (b) Industrial Security Manual (Latest Edition).

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

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





## 7.5 Term of Contract

The period of the Contract will be for a term of 10 years from date of Contract award.

### 7.5.1 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two 5 year option periods 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 1 year before the expiry date of the Contract. Canada may at its own discretion exercise more than one option period at a time.

The option can only be exercised by the Contracting Authority and will be reflected in an amendment to the contract.

## 7.6 Authorities

### 7.6.1 Contracting Authority

The Contracting Authority for the Contract is:

**Name:** Yves Henry

**Title:** Procurement Team Leader

**Dept.:** Public Services and Procurement Canada, Acquisitions Branch

**Directorate:** Real Property Services Management Contracting Directorate (RPSMCD)

**Address:** 2720 Riverside Drive, room A-424, Ottawa, ON

**Telephone:** 613-736-2853

**E-mail address:** yves.henry@tpsgc-pwgsc.gc.ca

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

### 7.6.2 DND Procurement Authority *(to be entered at contract award)*

The DND Procurement Authority for the Contract is:

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

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

Assistant Deputy Minister (Materiel)





Directorate: Director Major Procurement

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

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

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

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

The Procurement Authority provides procurement, materiel management, contracting and financial management advice, support and oversight related to the procurement of goods and services for DND and the Canadian Armed Forces. 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.

**7.6.3 Project Authority** *(to be entered at contract award)*

The Project Authority for the Contract is:

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

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

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

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

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

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

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

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

**7.6.4 Contractor's Representative** *(to be entered at contract award)*

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

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

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

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

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

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

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

In the event of a joint venture, for day to day operational requirements and communication, it is the responsibility of the parties to the joint venture to keep the other parties informed.



## 7.7 Proactive Disclosure of Contracts with Former Public Servants

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

## 7.8 Payment

### 7.8.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid in accordance with Annex B – Basis of Payment.

### 7.8.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties 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.

### 7.8.3 Method of Payment

#### Progress Payment

In consideration of provision of all services, equipment, and other outlined in the SOW, the Contractor will be paid as indicated in Appendix 1 of Annex B.

For work detailed in Annex A – Statement of Work,

1. Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to 100 percent of the amount claimed and approved by Canada if:
  - an accurate and complete claim for payment using the [Progress Payment Form at Annex N](#). Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - the amount claimed is in accordance with the basis of payment;
  - the total amount for all progress payments paid by Canada does not exceed 100 percent of the total amount to be paid under the Contract;



- all certificates appearing on the [Progress Payment Form at Annex N](#) have been signed by the respective authorized representatives.
2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.
  3. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

#### **7.8.4 SACC Clauses**

[A9117C](#) (2011-07-30), T1204 - Direct Request by Customer Department, apply to and form part of the Contract.

[C2000C](#) (2011-07-30), Taxes - Foreign-based Contractor, apply to and form part of the Contract.

[C2605C](#) (2008-05-12), Canadian Customs Duties and Sales Tax - Foreign-based, apply to and form part of the Contract.

[C2608C](#) (2019-05-30), Canadian Customs Documentation, apply to and form part of the Contract.

[C2610C](#) (2007-11-30), Customs Duties - Department of National Defence - Importer, apply to and form part of the Contract.

[C4005C](#) (2018-04-17), Travel and Living Expenses - National Joint Council Travel Directive, apply to and form part of the Contract.

#### **7.8.5 Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):  
(*to be completed at contract award*)

- 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)

#### **7.8.6 Discretionary Audit**

[C0100C](#) (2010-0-11), Discretionary Audit - Commercial Goods and/or Services, apply to and form part of the Contract.



### **7.8.7 Time Verification**

C0710C (2007-11-30), Time and Contract Price Verification, apply to and form part of the Contract.  
C0711C (2008-05-12), Time Verification, apply to and form part of the Contract

### **7.9 Invoicing Instructions**

1. The Contractor must submit a claim for payment using the Progress Payment Form at Annex N, Claim for Progress Payment. Each claim must show:
  - a. all information required on Progress Payment Form at Annex N;
  - b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
  - c. a list of all expenses;
  - d. expenditures plus pro-rated profit or fee;

Each claim must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
- c. a copy of the monthly progress report.

The Contractor must not submit claims until all work identified in the claim is completed.

Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the Project Authority for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority.

### **7.10 Certifications and Additional Information**

#### **7.10.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

#### **7.10.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the



name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

### **7.10.3 Canadian Content Certification**

A3060C (2008-05-12) Canadian Content Certification apply to and form part of the Contract.

### **7.11 Applicable Laws**

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

### **7.12 Priority of Documents**

If there is a discrepancy between the wordings 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 General Conditions - Higher Complexity - Services 2035 (2018-06-21);
- c. Annex A, Statement of Work;
- d. Annex B, Basis of Payment;
- e. Annex C, Security Requirements Check List;
- f. Annex F, Insurance Requirements;
- g. Annex G; Resource Requirements;
- h. Annex L, Performance Management Framework;
- i. Annex M, Indigenous Benefit Plan;
- j. the signed Task Authorizations (including all of its annexes, if any);
- k. the Contractor's bid dated \_\_\_\_\_.

### **7.13 Defence Contract**

*SACC Manual* clause A9006C (2012-07-16) Defence Contract apply to and form part of the Contract.

### **7.14 Foreign Nationals (Canadian Contractor OR Foreign Contractor)**

*SACC Manual* clause A2000C \_\_\_\_\_ (*insert date*) Foreign Nationals (Canadian Contractor)

**OR**

*SACC Manual* clause A2001C \_\_\_\_\_ (*insert date*) Foreign Nationals (Foreign Contractor)



## 7.15 Insurance Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (30) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## 7.16 Controlled Goods Program

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

## 7.17 Canadian Forces Site Regulations

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

## 7.18 Resource Requirements

The Contractor must comply with the resource requirements specified in Annex G. The Contractor must maintain the required resource requirements for the duration of the Contract.

## 7.19 Electrical Equipment

All electrical equipment supplied under the Contract must be certified or approved for use in accordance with the [Canadian Electrical Code](#), Part 1, before delivery, by a certification organization accredited by the Standards Council of Canada.

## 7.20 Access to DND Computer Systems

**7.20.1** Contractor access and use of the information contained in the Defence Resource Management Information System (DRMIS) has been granted to permit the contractor to perform the work that is authorized under this Contract. All other access and use of any other information contained in DRMIS will be considered to be a breach of Article 7.20.1 of this Contract. Specific DRMIS access and use provisions are detailed in the table below.



<b>Functional Activities</b>	<b>DRMIS Position</b>	<b>Description of DRMIS Roles Required to Execute Function Activities</b>	<b>DRMIS Role</b>
Transportation Maintenance	Transport Manager	Oversight including finance of all CFR plated vehicles and equipment maintenance activities	Transport management is executed outside of DRMIS until after MISL project implementation (1-2 year)
Supply/Material	Supply Manager	Oversight including finance of all material handling and processing activities	WAREHOUSE (6716), AMMO (6715), CANADIAN SUPPLY UNIT & POL (6711)
Supply/Material	Lead Supply Supervisor	Supervision including finance of all warehouse material handling and processing activities	WAREHOUSE (6716), AMMO (6715), CANADIAN SUPPLY UNIT & POL (6711)
Supply/Material	Warehouse Supply Technician	Warehouse material/equipment handling and processing activities	WAREHOUSE (6716), AMMO (6715), CANADIAN SUPPLY UNIT & POL (6711)

**7.20.2** For purposes of carrying out its work under the Contract, the Contractor and its personnel as required, whether as employee, subcontractor, agent, or otherwise, must be given access to the DND Enterprise Resource Planning (ERP) application known as the Defence Resource Management Information System (DRMIS). The specific User Roles within DRMIS to which the Contractor must have access to carry out its work under the Contract are listed in article 7.20.1 above. In performance of the above DMRIS User Roles, the Contractor agrees that it and its personnel will restrict their use of and access to only the DRMIS data and associated data tables which are required to carry out the work under the Contract, and which reside in the DRMIS modules listed in Article 7.20.1. The Contractor also agrees that neither it nor any of its personnel will access any information or data from DRMIS that is not specifically required to perform the work under the Contract nor use or disclose any such information or data for any purpose whatsoever. The Contractor agrees that it will by contract subject its subcontractors at any tier and agents who have access to DRMIS to the same obligation and restriction before any of them is permitted to access the DRMIS system.

**7.20.3** The Contractor must require every individual personnel performing Work pursuant to the Contract and who will be given access to DRMIS to sign an Access and Non-Disclosure Agreement. The Contractor must deliver each such Access and Non-Disclosure Agreement to the Project Authority before the individual personnel is permitted to access DRMIS.





**7.20.4** The Contractor agrees to notify the Contracting Authority immediately when the Contractor becomes aware of any actual or potential breach of this Article 7.20 or of an Access and Non-Disclosure Agreement, including the name or names of the persons who have committed or have planned to commit a breach and all information that the Contractor is reasonably able to obtain as to the nature of the breach and the data in DRMIS that was accessed in breach of the Contract or the Agreement. The Contractor must immediately transmit to the Contracting Authority any notice it receives from a subcontractor at any tier of any breach or potential breach.

**7.20.5** The Contractor agrees that where it becomes aware that any of its personnel or the personnel of any subcontractor at any tier have breached this Article 7.20 (or the equivalent in a subcontract at any tier) or an Access and Non-Disclosure Agreement, or have been given access to DRMIS without having been required to sign the Access and Non-disclosure Agreement, and unless Canada determines that no advantage to a Bidder in a procurement could have resulted from the breach, the Contractor must, for a period of 2 years commencing on the date of the last possibility of access to DRMIS by that person, not use the services of or information from that person in preparing, participating in, or advising on any bid in a competitive procurement by Canada in which unauthorized access to DRMIS could provide an advantage to a Bidder. The restriction in the preceding sentence applies as well to any bid of a subcontractor at any tier whose personnel is guilty of the breach, or to any bid in which the subcontractor at any tier, as applicable, is a participant, subcontractor or provides advice or assistance to a Bidder. The Contractor agrees that Canada may, in a call for tenders or Request for Proposal for any such competitive procurement, provide that all Bidders must certify that they have not, in the preparation of a bid, used the services of or information from a person who has committed a breach referred to in this paragraph whose name will be listed in the tender call or Request for Proposal documents.

**7.20.6** The Contractor agrees that if Canada receives or discovers credible evidence, in the sole opinion of Canada, of a breach of this Article 7.20 or of an Access and Non-Disclosure Agreement, or such evidence sufficient to create a reasonable apprehension of such a breach that, in Canada's sole opinion, if known would present a significant risk of a successful legal challenge to a competitive procurement, Canada will have sufficient grounds for disqualification of any bid of the Contractor or in which the Contractor is a participant, subcontractor or advisor, or if a contract has already been awarded to the Bidder of such a bid, Canada will have sufficient grounds to terminate that contract for default. The Contractor will ensure that all subcontractors at any tier are aware of and bound by this provision and Article 7.20.6 in relation to procurement by Canada or a contract awarded by Canada.

**7.20.7** The remedies in Article 7.20.5 are not applicable to a breach described in Article 7.20.4 by personnel unless the conditions of Article 7.20.5 are met, and either:

- the breach was directed, requested or condoned by the Contractor's or subcontractor's management or supervisor of the personnel, as applicable, or





- the Contractor or subcontractor, as applicable, has used or contributed in a bid information obtained as a result of such a breach, or has otherwise benefitted from the breach.

**7.20.8** Canada has the right to monitor and record all activities associated with the use of DND computer systems.

**7.20.9** Canada may, on written notice to the Contractor at least five (5) days before the effective date of the change, unilaterally make changes to Article 7.20.1. Prior to the effective date of the change, the Contractor must deliver a copy of the revised table in article 7.20.1 above, to its subcontractors at any tier who have access to DRMIS, and to its personnel who have access to DRMIS. On the effective date identified in the notice from Canada, regardless of whether the Contractor delivers a copy of the revised table to the affected parties, the revised table will come into effect for purposes of this article 7.20 and all affected subcontracts and all Access and Non-Disclosure Agreements.

**7.21 Dispute Resolution**

**7.21.1 Informal Discussions**

The Parties desire and expect that most disagreements will be resolved by informal discussions between or among the Parties, without the necessity of invoking the dispute resolution clause under article 7.21.2.

**7.21.2 Dispute**

Any dispute between the Parties of any nature arising out of or in connection with this Contract, including a dispute concerning the interpretation of the Statement of Work, will be subject to resolution pursuant to this clause:

**7.21.2.1** Any such dispute will first be referred to the Contractor's Representative and the Contracting Authority who will attempt to amicably resolve the dispute.

**7.21.2.2** In the event that the representatives of the Parties specified above are unable to resolve the dispute within five (5) business days, it will be submitted to a progressively higher level of management within the Parties' organizations, as follows.

<b>Government of Canada (GOC)</b>	<b>CONTRACTOR</b>	<b>Period of Time for Resolution *</b>
Manager, PSPC	Manager, Contracts	10 business days
Director, PSPC	Manager, Operations	10 business days
Director-General, PSPC	Vice-President, Legal Affairs	10 business days



Assistant Deputy Minister, PSPC	President	20 business days
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**\* Unless otherwise mutually agreed by Contractor and the GOC**

**7.21.2.3** In the event the representatives of the Parties specified in Article 7.21.2 above are unable to resolve the dispute, the Contracting Authority will, within ten (10) business days after the completion of the dispute resolution procedures defined in Article 7.21.2.2 above render a written decision which decision will include a detailed description of the dispute and the reasons supporting the Contracting Authority's decision. The Contracting Authority will deliver a signed copy thereof to the Contractor. The decision of the Contracting Authority will be binding for all purposes of this Contract unless the Contractor delivers a written notice disputing it (referred to as a "Notice of Dispute") to the Contracting Authority within twenty (20) business days after receipt of the written decision and advises if it intends to submit the dispute for determination in accordance with Article 7.21.3. The decision rendered by the Contracting Authority in one instance will not be binding in respect of another instance even though similar to the previous instance.

### **7.21.3 Notice**

**7.21.3.1** Where the Contractor has delivered a Notice of Dispute in accordance with Article 7.21.2.3; it will submit the dispute for determination within 160 business days of the delivery of that Notice of Dispute to:

- a. the Federal Court of Canada or to any court having concurrent jurisdiction with the Federal court of Canada with respect to the dispute; or
- b. an Alternate Dispute Resolution such as mediation, but other than arbitration; or
- c. arbitration with the prior consent of Canada;

but in either such event, the Contractor will proceed diligently with the performance of this Contract, including but not limited to the performance of existing task authorizations and the acceptance of future task authorizations.

**7.21.3.2** Pursuant to Article 7.21.3, if the dispute is submitted for determination through mediation, it will be on the Terms of Mediation set out in Article 7.21.4.

**7.21.3.3** Pursuant to Article 7.21.3, if the Contractor is requesting arbitration, it will be on the Terms of Arbitration set out in Article 7.21.5.

### **7.21.4 Terms of Mediation**

**7.21.4.1 Notice:**



The Contractor's notice requesting mediation (referred to as the "Notice of Mediation"), in accordance with Article 7.21.3, will be in writing and will specify the issues in dispute. It will be sent to the Contracting Authority. Articles 7.21.4.2 to 7.21.3.14 below will apply to the mediation.

**7.21.4.2 Selection of Mediator:**

The Parties agree to jointly select a mediator. If the Parties cannot agree on the choice of mediator within ten (10) business days from the date of the Notice of Mediation, then a mediator will be chosen, upon application by the Parties by the ADR Institute of Canada.

**7.21.4.3 Location:**

The mediation will be held in the city of Ottawa, Ontario, unless the Parties agree otherwise in writing.

**7.21.4.4 Language of Mediation:**

The language of the mediation proceedings and reports will be English, unless the Parties agree otherwise in writing.

**7.21.4.5 Exchange of Information:**

The Parties agree to an exchange of all information upon which they intend to rely in any oral or written presentation during the mediation. This exchange will be complete no later than ten (10) business days prior to the date set for the mediation.

**7.21.4.6 Costs:**

The parties agree that they will each be responsible for the costs of their own legal counsel and personal travel. Fees and expenses of the mediator and all administrative costs of the mediation, such as the cost of the mediation room, if any, will be borne equally by the Parties.

**7.21.4.7 Schedule:**

The Parties will jointly select a date for the mediation that is no later than 20 business days from the date of the Notice of Mediation.

**7.21.4.8 Confidentiality:**

All information exchanged during this mediation will be regarded as "without prejudice" communications for the purpose of settlement negotiations and will be treated as confidential by the Parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable will not be rendered inadmissible or non-discoverable by virtue of its use during the mediation.

**7.21.4.9 Caucusing:**

The mediator is free to caucus with the Parties individually, to improve the chances of a mediated settlement. Any confidential information revealed to the mediator by one Party during such caucusing may only be disclosed to the other Party with the former Party's express permission.

**7.21.4.10 Prohibition against Future Assistance:**

It is agreed that the mediator will neither represent nor testify on behalf of any of the Parties in any subsequent legal proceeding between the Parties or where they are opposed in interest. It is further



agreed that the personal notes and written opinions of the mediator in relation to this mediation are confidential and may not be used in any subsequent proceeding between the Parties or where they are opposed in interest.

**7.21.4.11 Termination:**

Either Party may terminate the mediation at any time.

**7.21.4.12 Mediator's Report:**

In the event that no agreement is reached, or is reached on some issues only, the mediator will promptly provide a report to the parties stating only that no agreement was reached on some or all of the outstanding issues.

**7.21.4.13 No New Steps:**

During the course of the mediation, the Parties agree to take no new steps in any legal proceeding between them, which concerns the same matter, as is the subject of this mediation.

**7.21.5 Terms of Arbitration**

**7.21.5.1 Notice:**

The Contractor's notice requesting arbitration (referred to as the "Notice of Arbitration"), in accordance with Article 7.21.2, will be in writing and will specify the issues in dispute. It will be sent to the Contracting Authority who can reject or accept such request. If Canada accepts the Contractor's request, the dispute will be submitted to binding arbitration pursuant to the Commercial Arbitration Act (R.C.S. 1985, c. 17 (2nd Supp.), as amended) and the Commercial Arbitration Code referred to in the Act. Articles 7.21.4.2 to 7.21.4.15 below will also apply to the arbitration.

**7.21.5.2 Commencement of the Proceedings:**

The arbitral proceeding commences on the date of receipt of the Notice of Arbitration.

**7.21.5.3 Selection of Arbitrator(s):**

The Parties agree to jointly select either one or three arbitrator(s). If the Parties cannot agree on the choice and number of arbitrator(s) within fifteen days from the date of commencement of the proceedings, then (option a) an arbitrator will be chosen, upon application by the Parties, by the ADR Institute of Canada, or (option b) the Parties will each select an arbitrator, and the two selected arbitrators will in turn select a third arbitrator.

**7.21.5.4 Location:**

The arbitration will take place in the city of Ottawa, Ontario, unless the Parties agree otherwise in writing.

**7.21.5.5 Language of Arbitration:**

The language of the arbitration proceedings and the language of arbitral decision will be English, unless the Parties agree otherwise in writing.

**7.21.5.6 Costs:**



The Parties agree that they will each be responsible for the costs of their own legal counsel and other costs incurred in preparing each party's case for arbitration. Fees and expenses of the arbitrator(s) and all the administrative costs of the arbitration, such as the cost of the hearing room, if any, will be borne equally by the Parties.

**7.21.5.7 Statement of Claim:**

Within twenty (20) business days of the selection of the arbitrator(s), the Contractor will submit a written statement of claim to the arbitrator(s) and to the Contracting Authority, containing a statement of facts, issues in dispute and remedies sought.

**7.21.5.8 Statement of Defence:**

Within twenty (20) business days following the receipt of the statement of claim, the Contracting Authority will submit a written statement of Defence to the arbitrator(s) and to the Contractor.

**7.21.5.9 Hearing Date:**

The Parties will jointly select a date for the hearing that is no later than twenty (20) business days from the date following the submission of the Contracting Authority's statement of Defence.

**7.21.5.10 Exchange of Information:**

Each Party will deliver to the other Party and to the arbitrator(s) no later than ten (10) business days prior to the date set for a hearing, a copy of all documents and other materials on which the party intends to rely during the arbitral hearing.

**7.21.5.11 Arbitral Award:**

The arbitrator(s) will make every reasonable effort consistent with article 17 of the Commercial Arbitration Code to complete the proceedings and render the award within six (6) months of the commencement date. The arbitral award will be in writing and include reasons for the decision.

**7.21.5.12 Governing Law Clause:**

The arbitrator(s) will resolve this dispute in accordance with the laws of Ontario.

**7.21.5.13 Judgment:**

Judgment upon any arbitral award rendered may be entered in any court having jurisdiction thereof.

**7.21.5.13 Final and Binding Award:**

Subject only to the provisions of Chapter VII (Recourse against Award) of the Commercial Arbitration Code, the Parties agree that the arbitral award and determination of the arbitrator(s) will be final and binding on both Parties.

**7.21.5.14 Prohibition against Future Assistance:**

It is agreed that the arbitrator(s) will neither represent nor testify on behalf of any of the Parties in any subsequent proceeding between the Parties or where they are opposed in interest. It is further agreed that the personal notes and written opinions of the arbitrator(s) made in relation to this arbitration are confidential and may not be used in any subsequent proceeding between the Parties or where they are



opposed in interest. Where a dispute relates to monies withheld by Canada pursuant to any provision of this Contract, any amount not in dispute will be paid and the remainder will be so withheld pending final resolution of the dispute and disposed of in accordance with its terms.

## **7.22 Inspection and Acceptance**

The Project 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.

## **7.23 Government Furnished Equipment and Accommodations**

### **7.23.1 Damage to or Loss of Canadian Property**

The Contractor must reimburse Canada any cost or expenses due to the damage to or loss of Canadian-owned property resulting from the Contract or the carrying out thereof, or must, upon reasonable notice, promptly repair such damage or substitute such loss to Canada's satisfaction.

### **7.23.2 Government Facilities and Chattels**

The Contractor understands and agrees that its employees are not to use the Government facilities and chattels for personal purposes.

### **7.23.3 Residential Housing Units**

The Canadian Forces Housing Agency (CFHA) manages RHUs at 5 Wing in accordance with departmental accommodation policies. DND contractors on contracts over 6 months may be considered for RHUs as per the accommodation policies, priorities and unit availability. However, DND cannot guarantee the availability of RHUs to contracted resources.

### **7.23.4 Loan Agreement**

Canada will make available to the Contractor, throughout the terms of the Contract, the equipment specified in DND Loan Agreement No. TBD.

DND loaned equipment called up in the loan agreement is to be properly maintained by the Contractor in accordance with Article 23 Government Property of General Conditions - Higher Complexity – Services 2035 and the terms specified in Loan Agreement No. TBD.

### **7.23.5 Licence Agreement**

**7.23.4.1** Canada will make available to the Contractor, throughout the terms of the Contract, the facilities specified in a Licence Agreement with DND. The Contractor will be required to enter into a License Agreement for the facilities.



**7.23.4.2** Should the Contractor wish to licence additional DND facilities and DND is willing to licence the facilities, separate licence agreements with DND will be entered into for the license price negotiated between the Contractor and the Department of National Defence.

**7.23.4.3** Licences for additional facilities will be absolute net licences to the landlord (DND) and the landlord must not be responsible during the term of the licence for any costs, charges, expenses and outlays of any nature or kind arising from the use. The tenant must pay all costs, charges, expenses and outlays of any nature whether extraordinary or ordinary, and whether foreseen or unforeseen.

## **7.24 Gender Based Analysis Plus Requirements**

The Key Contractor Personnel consisting of the:

- Contractor Site Manager (CSM)
- Contractor Program Manager (CPM)
- Engineer Manager
- Logistics Manager
- Operations Manager
- Telecommunications and Information Systems (TIS) Manager
- Supply Manager
- Quality Control and Assurance Manager
- Health and Safety Officer

Must successfully complete the Gender Based Analysis Plus course found at: [https://www.swc-cfc.gc.ca/gba-acsc/course-cours-2018/eng/mod00/mod00\\_01\\_01.html](https://www.swc-cfc.gc.ca/gba-acsc/course-cours-2018/eng/mod00/mod00_01_01.html), one month after Contract award, if there is a change in resource the new resource must complete the Gender Based Analysis Plus course within 6 months of assuming the key position.

A copy of course completion is to be sent to the Project Authority once complete.



**ANNEX A - STATEMENT OF WORK (SOW)**

(PROVIDED UNDER SEPARATE COVER)





## ANNEX B - BASIS OF PAYMENT

### 1.0 Basis of Payment

The Contractor will be paid the prices detailed below for Work performed pursuant to this Contract, Customs duties are included and Goods and Services Tax or Harmonized Sales Tax (GST/HST) are extra, if applicable.

### 2.0 Phase-in / Phase-out (Table 1 of Annex I – Financial Evaluation)

In consideration of provision of all services, equipment, and other outlined in the SOW, the Contractor will be paid as indicated in Appendix 1 to Annex B.

### 3.0 Operations and Maintenance (Table 2 of Annex I – Financial Evaluation)

In consideration of provision of all services, equipment, and other outlined in the SOW, the Contractor will be paid as indicated in Appendix 1 to Annex B.

### 4.0 Food Services: (Item 2.3 of Table 2 and Table 4 of Annex I – Financial Evaluation)

#### Progress Payments

All labour to provide the Food Services as per Annex A – Statement of Work item 2.3 will be paid under the progress payments as detailed in article 7.8.3 and as indicated in Appendix 1 of Annex B Table 2.

#### Firm Unit Prices

All food items from table 4 of Annex I – Financial Evaluation will be paid on a firm unit price as indicated in Appendix 1 of Annex B Table 4.

### 5.0 Transient Servicing (Table 3 of Annex I – Financial Evaluation)

#### Firm Fixed Unit Prices

All food items from table 3 of Annex I – Financial Evaluation will be paid on a firm unit price as indicated in Appendix 1 of Annex B Table 3.

### 6.0 Task Authorizations (Table 5 of Annex I – Financial Evaluation)

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid in accordance with rates as detailed in Appendix 1 of Annex B – Price Summary.



## **6.1 Duties**

Canadian customs duties and sales tax, if applicable, are extra to the TA Price and payable by Canada.

## **6.2 Exchange Rate/Actual Costs**

The price will be adjusted either upwards or downwards to reflect the actual costs incurred associated with the actual foreign currency exchange rate obtained by the Contractor when remitting payment to a foreign- based supplier or subcontractor for the goods, services or both.

On each invoice or claim for payment submitted under the Contract, for the TA the Contractor must indicate the foreign value or exchange rate adjustment amount (either upward, downward or no change) as a separate item. The Contractor must provide appropriate documentation showing evidence of payment to a foreign-based supplier or subcontractor for the goods, services or both included in the claimed amount.

Canada will have the right to audit any revision to costs and prices under this clause.

## **6.3 Freight**

Transportation charges are to be prepaid by the Contractor and shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill.

## **6.4 Travel & Living**

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, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".

“For DND mandated courses and conferences, Canada will pay the cost, in full, of tuition, travel expenses, accommodations, meals and any other related costs, in accordance with Treasury Board policies and directives. Approval must be sought by the DO. For any non-DND mandated activities, the associated costs will be borne, in full, by the Contractor.”

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

All payments are subject to government audit.

## **6.5 Subcontracted Work**



For all subcontract work, the Contractor will be reimbursed at cost plus a firm mark-up as detailed in Appendix 1 to this Annex for the labour portion of the subcontracted work. The mark-up is an all-inclusive percentage to cover the management aspects of the work including, but not limited to: bid requests, evaluation of the bids, inspection of the work, etc.

**6.6 Materials**

The Contractor will be reimbursed for the direct material expenses, which may include equipment-leasing costs, reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost, upon submission of an itemized statement supported by receipt vouchers.

**6.7 Emergencies**

The Contractor must make every effort to obtain advance approval before starting any work on a tasking covered by these requirements. In cases of emergencies, the Contractor is encouraged to use telephone and/or e-mail to meet this requirement, but must in all cases submit a written request for approval of a Tasking within 3 working days of the emergency.

In extremely urgent cases, Contractor may begin work without advance approval, but in such cases, the Contractor must seek approval within the next working day, and Canada's Liability is limited to \$25,000, unless Canada agrees to by written approval for an amount greater than \$25,000.

**6.8 Clauses to be used in Task Authorizations**

The following SACC clauses may be invoked in task authorizations as required.

Date	Status	ID	Title
2007-05-25	Active	<u>C0008T</u>	Price Support - Non-competitive Bid
2010-08-16	Active	<u>C9000T</u>	Pricing
2017-08-17	Active	<u>C0204C</u>	Basis of Payment - Limitation of Expenditure - Task Authorizations
2014-06-20	Active	<u>C0305C</u>	Cost Submission
2007-05-25	Active	<u>C0306C</u>	Pre-contractual Cost

**6.9 Overtime**



The Contractor must not perform any overtime under the Task Authorization unless authorized in advance and in writing by the Technical Authority. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing the details of the overtime performed pursuant to the written authorization. Payment for authorized overtime will be calculated in accordance with the Government of Newfoundland and Labrador regulations. These rates will remain firm for the duration of the Contract, including all amendments and are subject to audit if considered necessary by Canada.

#### **7.0 Miscellaneous Rates** (Table 6 of Annex I – Financial Evaluation)

Canada will pay the Contractor a firm hourly rate upon completion and delivery of the Work in accordance with the payment provisions as indicated in Appendix 1 of Annex B of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

#### **8.0 Engineering (RPOps)** (Table 8 of Annex I – Financial Evaluation)

Canada will pay the Contractor the firm fixed yearly rates and/or the cost plus fees as indicated in Appendix 2 to Annex B.

For the cost plus portion, the Contractor will be paid for the cost of the goods or services as well as the established percentage fees as follows:

##### **Percentage Fee for Cost Plus Fee 1 Work:**

- a. The Contractor will be paid a percentage-based fee for all cost plus 1 work.
- b. The Contractor's percentage rate for cost plus 1 is *(Per Bid Form)* %.
- c. The payable cost plus 1 work Fee will be calculated by multiplying the percentage rate for subcontracted work.

##### **Percentage Fee for Cost Plus Fee 2 Work:**

- a. The Contractor will be paid a percentage-based fee for all cost plus 2 work.
- b. The Contractor's percentage rate for cost plus 2 is *(Per Bid Form)* %.
- c. The payable cost plus 2 work Fee will be calculated by multiplying the percentage rate for subcontracted work.

##### **Percentage Fee for Cost Plus Fee 3 Work:**

- a. The Contractor will be paid a percentage-based fee for all cost plus 3 work.
- b. The Contractor's percentage rate for cost plus 3 is *(Per Bid Form)* %.



- c. The payable cost plus 3 work Fee will be calculated by multiplying the percentage rate for subcontracted work.

## 9.0 Escalation Price Adjustment (EPA)

The Firm Prices and Hourly Labour Rates of All Services, in Annex "B", Basis of Payment, will be adjusted annually, within 2 months of the publication of the CPI of each year, commencing in Year 2. The adjustment will be equal to the increase in the average all-items Consumer Price Index, monthly (Statistics Canada. [Table 18-10-0004-01 Consumer Price Index, monthly, not seasonally adjusted](#)) for January of that year over the same Index for the previous January, for the province of Newfoundland and Labrador as published by Statistics Canada for the previous year. Any subsequent adjustments will be calculated on the most recent previous Annual Overhead Rates. Where the CPI rate is a negative value, it will be treated as zero for the purposes of this adjustment.

### Example:



<b>Initial Contract</b>	Year 1 (firm)
Management and Administration (Chapter 2 of the SOW)	\$1,000

$$\begin{aligned}
 EPA &= ((\text{Consumer Price Index, monthly, not seasonally adjusted January 2018} \div \text{Consumer Price Index, monthly, not seasonally adjusted February 2017}) - 1) \\
 &= ((131.7 \div 129.7) - 1) \\
 &= 0.0154 \\
 &= 1.54\%
 \end{aligned}$$

*The Yearly rates for Year 2 would be:*

$$\begin{aligned}
 &= (\text{Annual rate for 2017-2018}) \times (1 + 0.0154) \\
 &= (1,000.00 * 1.0154) \\
 &= 1015.40
 \end{aligned}$$

**Discontinuation of Escalation Index:**

If an index set out in this Contract is discontinued, the parties agree to immediately negotiate in good faith a replacement index.

**10.0 Performance Incentive Fee**

The Contractor will receive a Performance Incentive Fee (PIF) calculated in accordance with the Performance Management Framework at Annex “L” to a maximum of 2% of the actual payments on the previous 6 months of Contract costs excluding any PIF awarded.

**11.0 Variation in Estimated Quantity**



"Variation in Estimated Quantity (VEQ)" means the variation in quantity between an estimated quantity of a particular Year as specified in the SOW and the actual quantity delivered during that same Year for all line items included under the firm, all inclusive, annual prices, as detailed in Appendix A to this Annex.

When the variation between the estimated quantity and the actual quantity of a firm, all-inclusive annual priced item is more than "plus or minus" 15%, an equitable adjustment in the contract price for that year only shall be negotiated in good faith upon the demand of either Canada or the Contractor.

### **11.1 Permanent Change in Condition**

When the actual quantity of the services provided by the Contractor in any Contract Year differs from the estimated quantity against any line item in the SOW and the parties agree that the difference results from a permanent change in the conditions of the Contract, and the change has not been incorporated into the Contract by formal amendment:

**11.1.1** The price of the Contract will be adjusted to take account of the cost of the increase or decrease in work directly resulting from that difference during that Contract Year and for each remaining applicable Contract Year. These revised cost estimates will become the basis for comparison in the next Contract Year and subsequent years; and

**11.1.2** The estimated quantities indicated against the applicable line item(s) in the SOW will be adjusted to take that change into account for the calculations for the following year(s) in a formal amendment from the Contracting Authority.

### **11.2 Calculation of Adjustment**

For the purposes of determining the amount of the adjustment to the price pursuant to Article 11.0 above, the difference in the cost of the work will be negotiated by the Project Authority and the Contractor, only when there is an actual cost or savings as a result of the variation and based on the reasonable number of labour hours represented by that difference and the actual cost of that labour to the Contractor as supported by the Contractor's records. Where additional labour hours are incurred, the rates used to calculate the cost of said hours will be actual wages plus applicable mark-up. Where less labour hours are incurred, the rates used to calculate the cost of said hours will be consistent with the Contractor's bid.

The Project Authority and the Contractor will negotiate in good faith to reach an agreement on the amount of adjustment.

### **12.0 Commercial and Fuel Allocations**

The Contractor must provide a credit for costs including fuel attributed to Contractor's commercial operations in Happy Valley- Goose Bay and surrounding area, at the end of each Contract Year.

#### **Fuel Allocations**



The fuel credit will be calculated by the differential of the average of the “off base” price, less the average of the “on base” price. The “off base” price will be determined by the Public Utilities Board of Newfoundland and Labrador website: <http://www.pub.nf.ca/ppoprices.htm>.

The Project Authority will provide the updated fuel data to the Contracting Authority and Contractor within 1 month after end of each calendar year.

### **Commercial Allocations**

The credit percentage provided in the proposal will be used to calculate the annual credit in accordance with the actual work/tasks other than stated in the SOW or TAs revenue Canada reserves the right to audit the credit percentage provided by the Contractor’s in accordance with article 9.0 above.

The Contractor will provide the updated data to the Contracting Authority within 1 month after end of the Contract Year.





## APPENDIX 1 to ANNEX B - PRICE SUMMARY

**Table 1: Phase-in / Phase-out** (To be completed at Contract award)

SOW Section	Description	Phase-In						Phase-Out	Total for Table 1
		Apr-2021	May-2021	Jun-2021	Jul-2021	Aug-2021	Sep-2021		
		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	6 Months	
1.2 / 1.3	Phase-In / Phase-Out								\$0.00

**Table 2: Operations and Maintenance (O&M)** (Annex A1 to A3) (To be completed at Contract award)

SOW Section	Description	Contract Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total for Table 2
1.1.8	Management and Administration Services											\$0.00
2.1	Supply / Material Processing											\$0.00
2.2	Transportation Support											\$0.00
2.3	Food Services											\$0.00
2.4	Accommodation Services											\$0.00
2.5	Telecommunications and Information Systems (TIS) Support											\$0.00
2.6	SNIC General Requirements											\$0.00
3.2	Operations Support											\$0.00
3.4	Airfield Communications, Radars and Navigational Aids (NAVAIDS)											\$0.00
3.5	Emergency Services											\$0.00
3.6	Security Services											\$0.00
	<b>Yearly Totals</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	



**Table 2A: Operations and Maintenance (O&M) for Option Years** (Annex A1 to A3) (to be completed at Contract Award)

SOW Section	Description	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5	Option Year 6	Option Year 7	Option Year 8	Option Year 9	Option Year 10	TOTAL OPTIONS BID PRICE for OPERATIONS AND MAINTENANCE
1.1.8	Management and Administration Services											\$0.00
2.1	Supply / Material Processing											\$0.00
2.2	Transportation Support											\$0.00
2.3	Food Services											\$0.00
2.4	Accommodation Services											\$0.00
2.5	Telecommunications and Information Systems (TIS) Support											\$0.00
2.6	SNIC General Requirements											\$0.00
3.2	Operations Support											\$0.00
3.4	Airfield Communications, Radars and Navigational Aids (NAVAIDS)											\$0.00
3.5	Emergency Services											\$0.00
3.6	Security Services											\$0.00
	<b>Yearly Totals</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	



**Table 3: Transient Services – Firm Fixed Unit Rates** (to be completed at Contract Award)

Description	Year 1 Rates	Year 2 Rates	Year 3 Rates	Year 4 Rates	Year 5 Rates	Year 6 Rates	Year 7 Rates	Year 8 Rates	Year 9 Rates	Year 10 Rates
<b>Basic Services</b>										
Fighter type aircraft										
Military Transport type aircraft										
Helicopters										
Civilian Pattern aircraft										
<b>De-icing Fluid</b>										
Type 1 (short-term) De-icing Fluid, per litre applied										
Type 4 (long-term) De-icing Fluid, per litre applied										
<b>Transient Services - Block 1</b>										
Fighter type aircraft										
Military Transport type aircraft										
Helicopters										
Civilian Pattern aircraft										
<b>Transient Services - Block 2</b>										
Fighter type aircraft										
Military Transport type aircraft										
Helicopters										
Civilian Pattern aircraft										
<b>Transient Services - Block 3</b>										
Fighter type aircraft										
Military Transport type aircraft										
Helicopters										
Civilian Pattern aircraft										



<b>Special Services # 4</b>										
Fighter type aircraft										
Military Transport type aircraft										
Helicopters										
Civilian Pattern aircraft										
<b>Special Services # 5</b>										
Fighter type aircraft										
Military Transport type aircraft										
Helicopters										
Civilian Pattern aircraft										
<b>Unspecified Services</b>										
Air stairs (up to 747) - position (per hour)										
Lower compartment loader - position and operate (per hour)										
Main deck loader - position and operate (per hour)										
90 KVA ground power - position and operate (per occurrence)										
60 KVA ground power - position and operate (per occurrence)										
28 Volt ground power - position and operate (per occurrence)										
Air start 170 PPM - position and operate (per occurrence)										
Air conditioning unit - position and operate (per hour)										
Baggage tug and carts with operator (per hour)										
Baggage tug and carts without operator (per hour)										
Cargo dollies (per hour)										



Belt loaders - position and operate (per hour)												
Lighting carts - position and operate (per hour)												
Tow tractor without operator (per hour)												
B-4 stands (per occurrence)												
Clean passenger section - Military Transport type aircraft												
Clean passenger section – Helicopters												
Clean passenger section - Civilian Pattern aircraft												
Transit cabin cleaning - Fighter Type aircraft												
Transit cabin cleaning - Military Transport type aircraft												
Transit cabin cleaning - Helicopters												
Transit cabin cleaning - Civilian Pattern aircraft												
Heater coldbuster - position and operate (per occurrence)												
Heater Herman Nelson - position and operate (per occurrence)												
Catering truck (747 capable) with operator (per occurrence)												
Crew transportation (1.t) (per occurrence)												
Into-plane servicing of oil, ADI, oxygen, nitrogen, LOX, and other liquid/gas (per occurrence)												
Provide fire bottle - position by aircraft (per occurrence)												
Additional manpower - Ramp attendants (per hour)												
Additional manpower - Supervisor (per hour)												
Forklift with operator (per hour)												
Forklift without operator (per hour)												



K-loader with operator (per hour)										
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**Table 3A: Transient Services - Firm Fixed Unit Rates for Option Years**

Transient Services Description	Option Year 1 Rates	Option Year 2 Rates	Option Year 3 Rates	Option Year 4 Rates	Option Year 5 Rates	Option Year 6 Rates	Option Year 7 Rates	Option Year 8 Rates	Option Year 9 Rates	Option Year 10 Rates
<b>Basic Services</b>										
Fighter type aircraft										
Military Transport type aircraft										
Helicopters										
Civilian Pattern aircraft										
<b>Special Services # 1</b>										
Type 1 (short-term) De-icing Fluid, per litre applied										
Type 4 (long-term) De-icing Fluid, per litre applied										
<b>Special Services # 2</b>										
Fighter type aircraft										
Military Transport type aircraft										
Helicopters										
Civilian Pattern aircraft										
<b>Special Services # 3 - International</b>										
Fighter type aircraft										
Military Transport type aircraft										
Helicopters										
Civilian Pattern aircraft										



<b>Special Services # 3 - National</b>										
Fighter type aircraft										
Military Transport type aircraft										
Helicopters										
Civilian Pattern aircraft										
<b>Special Services # 4</b>										
Fighter type aircraft										
Military Transport type aircraft										
Helicopters										
Civilian Pattern aircraft										
<b>Special Services # 5</b>										
Fighter type aircraft										
Military Transport type aircraft										
Helicopters										
Civilian Pattern aircraft										
<b>Unspecified Services</b>										
Air stairs (up to 747) - position (per hour)										
Lower compartment loader - position and operate (per hour)										
Main deck loader - position and operate (per hour)										
90 KVA ground power - position and operate (per occurrence)										
60 KVA ground power - position and operate (per occurrence)										
28 Volt ground power - position and operate (per occurrence)										
Air start 170 PPM - position and operate (per occurrence)										
Air conditioning unit - position and operate (per hour)										
Baggage tug and carts with operator (per hour)										
Baggage tug and carts without operator (per hour)										
Cargo dollies (per hour)										
Belt loaders - position and operate (per hour)										
Lighting carts - position and operate (per hour)										



Tow tractor without operator (per hour)										
B-4 stands (per occurrence)										
Clean passenger section - Military Transport type aircraft										
Clean passenger section – Helicopters										
Clean passenger section - Civilian Pattern aircraft										
Transit cabin cleaning - Fighter Type aircraft										
Transit cabin cleaning - Military Transport type aircraft										
Transit cabin cleaning - Helicopters										
Transit cabin cleaning - Civilian Pattern aircraft										
Heater coldbuster - position and operate (per occurrence)										
Heater Herman Nelson - position and operate (per occurrence)										
Catering truck (747 capable) with operator (per occurrence)										
Crew transportation (1.t) (per occurrence)										
Into-plane servicing of oil, ADI, oxygen, nitrogen, LOX, and other liquid/gas (per occurrence)										
Provide fire bottle - position by aircraft (per occurrence)										
Additional manpower - Ramp attendants (per hour)										
Additional manpower - Supervisor (per hour)										
Forklift with operator (per hour)										
Forklift without operator (per hour)										
K-loader with operator (per hour)										





**Table 4: Food Services Firm Unit Prices (to be completed at Contract Award)**

Food Services Description	Year 1 Rates	Year 2 Rates	Year 3 Rates	Year 4 Rates	Year 5 Rates	Year 6 Rates	Year 7 Rates	Year 8 Rates	Year 9 Rates	Year 10 Rates
<b>Regular Meals</b>										
Breakfast										
Lunch										
Dinner										
Box Lunches										
In-flight Meals										
<b>Coffee Break Service</b>										
Beverages (coffee, tea, juice or soft drinks)										
Beverages and light snack (muffins, cookies, pastries, etc.)										
Various Trays of food (see note below) for 20 people at cost reimbursable.										
<b>Firm Percentage Premiums*</b>										
<b>Catering outside Normal Hours of Operation premium on meal rates</b>										
Breakfast										
Lunch										
Dinner										
Box Lunches										
<b>Emergency Requirements within Normal Hours of Operation premium on meal rates</b>										
Breakfast										
Lunch										
Dinner										
Box Lunches										
<b>Emergency Requirements outside Normal Hours of Operation premium on meal rates</b>										
Breakfast										
Lunch										
Dinner										
Box Lunches										



**Table 4A: Food Services Firm Unit Prices for Option Years** (to be completed at Contract Award)

Food Services Description	Option Year 1 Rates	Option Year 2 Rates	Option Year 3 Rates	Option Year 4 Rates	Option Year 5 Rates	Option Year 6 Rates	Option Year 7 Rates	Option Year 8 Rates	Option Year 9 Rates	Option Year 10 Rates
<b>Regular Meals</b>										
Breakfast										
Lunch										
Dinner										
Box Lunches										
In-flight Meals										
<b>Coffee Break Service</b>										
Beverages (coffee, tea, juice or soft drinks)										
Beverages and light snack (muffins, cookies, pastries, etc.)										
Various Trays of food for 20 people at cost reimbursable.										
<b>Firm Percentage Premiums*</b>										
<b>Catering outside Normal Hours of Operation premium on meal rates</b>										
Breakfast										
Lunch										
Dinner										
Box Lunches										
<b>Emergency Requirements within Normal Hours of Operation premium on meal rates</b>										
Breakfast										
Lunch										
Dinner										
Box Lunches										
<b>Emergency Requirements outside Normal Hours of Operation premium on meal rates</b>										
Breakfast										
Lunch										
Dinner										



Box Lunches											
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**Table 5: Task Authorization Rates** (to be completed at Contract Award)

Description	Year 1 Hourly Rates	Year 2 Hourly Rates	Year 3 Hourly Rates	Year 4 Hourly Rates	Year 5 Hourly Rates	Year 6 Hourly Rates	Year 7 Hourly Rates	Year 8 Hourly Rates	Year 9 Hourly Rates	Year 10 Hourly Rates
Junior Clerical										
Junior Professional										
Junior Skilled										
Junior Technical										
Junior Unskilled										
Intermediate Clerical										
Intermediate Professional										
Intermediate Skilled										
Intermediate Technical										
Intermediate Unskilled										
Senior Clerical										
Senior Professional										
Senior Skilled										
Senior Technical										
Senior Unskilled										



\*Overtime rates shown here at 1.5x the hourly rate. Actual overtime premiums will be negotiated with the contractor for pre-approval based on actual premiums paid out to employees.

Description for Overtime Hours	Year 1 OT Rates *	Year 1 OT Rates *	Year 3 OT Rates *	Year 4 OT Rates *	Year 5 OT Rates *	Year 6 OT Rates *	Year 7 OT Rates *	Year 8 OT Rates *	Year 9 OT Rates *	Year 10 OT Rates *
Junior Clerical										
Junior Professional										
Junior Skilled										
Junior Technical										
Junior Unskilled										
Intermediate Clerical										
Intermediate Professional										
Intermediate Skilled										
Intermediate Technical										
Intermediate Unskilled										
Senior Clerical										
Senior Professional										
Senior Skilled										
Senior Technical										
Senior Unskilled										





**Table 5A: Task Authorization Rates for Option years** (to be completed at Contract Award)

Description	Option Year 1 Hourly Rates	Option Year 2 Hourly Rates	Option Year 3 Hourly Rates	Option Year 4 Hourly Rates	Option Year 5 Hourly Rates	Option Year 6 Hourly Rates	Option Year 7 Hourly Rates	Option Year 8 Hourly Rates	Option Year 9 Hourly Rates	Option Year 10 Hourly Rates
Junior Clerical										
Junior Professional										
Junior Skilled										
Junior Technical										
Junior Unskilled										
Intermediate Clerical										
Intermediate Professional										
Intermediate Skilled										
Intermediate Technical										
Intermediate Unskilled										
Senior Clerical										
Senior Professional										
Senior Skilled										
Senior Technical										
Senior Unskilled										





\*Overtime rates shown here at 1.5x the hourly rate. Actual overtime premiums will be negotiated with the contractor for pre-approval based on actual premiums paid out to employees.

Description for Overtime Hours	Option Year 1 OT Rates *	Option Year 1 OT Rates *	Option Year 3 OT Rates *	Option Year 4 OT Rates *	Option Year 5 OT Rates *	Option Year 6 OT Rates *	Option Year 7 OT Rates *	Option Year 8 OT Rates *	Option Year 9 OT Rates *	Option Year 10 OT Rates *
Junior Clerical										
Junior Professional										
Junior Skilled										
Junior Technical										
Junior Unskilled										
Intermediate Clerical										
Intermediate Professional										
Intermediate Skilled										
Intermediate Technical										
Intermediate Unskilled										
Senior Clerical										
Senior Professional										
Senior Skilled										
Senior Technical										
Senior Unskilled										





**Table 6: Miscellaneous Firm Unit rates (to be entered at Contract award)**

Description		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
3.2.8.1.5	Sunday Flying: firm, all-inclusive unit prices per 4 hour occurrence										
3.2.8.1.5	Sunday flying activity beyond the 4 hour minimum period firm hourly rate										
2.2.8.1.3	After Hours Shuttle Service - firm, all-inclusive, hourly rate										
2.2.8.2.1	Vehicle and equipment servicing and maintenance for DND and its customers for vehicles and equipment not listed in SOW Tables 10-2 and 10-3, firm, all-inclusive hourly rate										
3.6.1.1	Specific Site Security Services, firm, all-inclusive, hourly rate										
	Janitorial Services not listed in SOW Table 13-1, firm, all-inclusive, hourly rate										
	Extended Hangar Operation firm, all-inclusive, hourly unit price										



**Table 6A: Miscellaneous Firm Unit rates for Option Years (to be entered at Contract award)**

Description		Option Year 1 Hourly Rates	Option Year 2 Hourly Rates	Option Year 3 Hourly Rates	Option Year 4 Hourly Rates	Option Year 5 Hourly Rates	Option Year 6 Hourly Rates	Option Year 7 Hourly Rates	Option Year 8 Hourly Rates	Option Year 9 Hourly Rates	Option Year 10 Hourly Rates
3.2.8.1.5	Sunday Flying: firm, all-inclusive unit prices per 4 hour occurrence										
3.2.8.1.5	Sunday flying activity beyond the 4 hour minimum period firm hourly rate										
2.2.8.1.3	After Hours Shuttle Service - firm, all-inclusive, hourly rate										
2.2.8.2.1	Vehicle and equipment servicing and maintenance for DND and its customers for vehicles and equipment not listed in SOW Tables 10-2 and 10-3, firm, all-inclusive hourly rate										
3.6.1.1	Specific Site Security Services, firm, all-inclusive, hourly rate										
	Janitorial Services not listed in SOW Table 13-1, firm, all-inclusive, hourly rate										
	Extended Hangar Operation firm, all-inclusive, hourly unit price										





**APPENDIX 2 to ANNEX B - Engineering (RPOs)**

**1.0 Basis of Payment**

- 1.1 Appendix 2 to Annex B covers the entirety of the payments to be made to the Contractor pursuant to the performance of the work in Annex A4. The Contractor will be paid the Costs as determined in accordance with 2.0 Costs, paid Fees determined in accordance with 3.0 Fees, and is eligible for incentive payments in accordance with Annex B.
- 1.2 The payment structure is broken up into the following firm-fixed prices and cost reimbursable prices:

<b>SOW Section A4</b>	<b>Basis of Payment (Bid Fee/Price)</b>	<b>Evaluation Bid Fee/Price</b>
4.2.3 Measure Real Property Performance	Cost plus Fee 1	%
4.2.4 Manage Real Property Stakeholder Relationships		
4.2.5 Provide Real Property Planning Services		
4.2.6 Manage Real Property Incidents		
4.2.7 Ensure Health and Safety in Real Property		
4.2.8 Respond to Real Property Service Calls		
4.2.9 Apply the Sustainability Program		
4.2.10 Abide by Federal Heritage Conservation Requirements		
4.2.11 Provide Building Performance Reviews		
4.2.12 Maintain Real Property Inventory		
4.2.13 Manage Real Property Information, Report and Keep Records		
4.2.14 Comply with Business Administration Requirements		
4.2.15 Provide Engineering Services		
4.2.16 Perform Drafting Room Functions	Firm Fixed Yearly Price	\$
4.2.15 Provide Engineering Services *Exceeding defined level of effort		



4.2.16 Perform Drafting Room Functions *Exceeding defined level of effort		
4.2.17 Provide Maintenance Management Services	Cost plus Fee 1	%
4.2.18 Provide Commissioning Oversight Services		
4.2.19 Manage Projects	Firm Fixed Yearly Price	\$
4.3 Provide Facilities Maintenance Services	Firm Fixed Yearly Price	\$
4.3.1 General		
4.3.2 Coordinate Overall Facilities Maintenance Services		
4.3.3 Operate Building Systems and Equipment		
4.3.4 Provide Common Services		
4.3.5 Provide Hangar Management		
4.3.6 Provide Maintenance Services (Excluding Minor Works Program)		
4.2.5.3.2 Minor Works Program	Cost plus Fee 2	%
4.3.7 Provide Environmental Management Services	Firm Fixed Yearly Price:	\$
4.3.8 Provide Hazardous Material Management Services		
4.3.9 Manage Energy and Utilities		
4.3.10 Provide Grounds Upkeep and Landscaping Services		
4.3.11 Provide Range and Training Area (RTA) Services		
4.3.12 Maintain and Repair Security and Access Control Systems		
4.3.13 Provide Other Building Services		
4.4.2 Perform Additional Work and Meet Applicable Service Requirements	Cost plus Fee 1	%
4.4.3 Provide Optional Project Delivery Services:		
a) Category I Projects – projects between \$7,500 and \$49,999 **	Cost plus Fee 2	%
b) Category II Projects – projects greater than \$50,000 ***	Cost plus Fee 3	%
c) Category III Projects – other projects, which do not include construction	Cost plus Fee 1	%
4.4.4 Provide Other Optional Services	Cost plus Fee 1	%



## 2.0 Costs

### 2.1 General

- 2.1.1 The Costs payable to the Contractor will be the sum of the Allowable Costs, as determined in accordance with 2.3, less any applicable credits.
- 2.1.2 These Costs must be determined in accordance with the Contractor's cost accounting practices as accepted by Canada and applied consistently over time.
- 2.1.3 Only Costs incurred between the Contract Award Date and the Contract Completion Date are payable.
- 2.1.4 Only Costs which the Contractor has demonstrated as having been incurred and paid by the Contractor are payable to the Contractor.
- 2.1.5 Only Costs which are Reasonable, as determined in accordance with article 7.3.1.2 Contract Cost Principles, 1031-2-02 are payable to the Contractor.
- 2.1.6 Only Costs which have been authorized by the Technical Authority, through the Task Authorization Process, are payable to the Contractor
- 2.1.7 Costs, losses, damages or penalties for late payment of subcontractors, suppliers or labour are not payable to the Contractor.
- 2.1.8 Payment of Costs will be subject to audits from Canada. If the results of the audits from Canada show that there has been an overpayment, the amount of the overpayment will immediately become payable to Canada.

### 2.2 Allowable Costs

- 2.3.1 The Allowable Costs are payable to the Contractor without markup.
- 2.3.2 The following are Allowable Costs:
  - a. Direct Labour Costs - meaning the costs of the portion of gross wages or salaries, bonuses, benefits and the Contractor's contributions to benefit plans and legislated programs such as Employment Insurance and Canada Pension Plan. The payable amount is determined by prorating the proportion of time each employee spends in the performance of the Work.
  - b. Direct Subcontract Costs - meaning the costs of subcontracts or the costs of Canada's contracts paid on Canada's behalf by the Contractor.
  - c. Direct Material Costs - meaning the cost of materials.
    - i. These materials may include, in addition to materials purchased solely for the performance of the Work and processed by the Contractor, any other materials issued from the Contractor's general stocks.
    - ii. Materials purchased solely for the performance of the Work must be charged at the net laid-down cost to the Contractor after cash discounts for prompt payment.
    - iii. Materials issued from the Contractor's general stocks must be charged in accordance with the method as used consistently by the Contractor in pricing material inventories.



- d. Equipment Costs – meaning the portion of costs of leased or rented equipment or equipment purchased by the Contractor on behalf of Canada. These include costs of testing equipment and general building equipment such as ladders, portable generators, compressors, window cleaning equipment, hydraulic lifts and vehicles.
- e. Travel and Living Costs - meaning the costs of travel and living of the Contractor’s Direct Labour. Applicable Travel and Living costs are limited in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive (<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>), and with the other provisions of the directive referring to “travelers” rather than those referring to “employees”.
- f. Building License, Certificate, Permit and Software License Costs – meaning the costs of building licenses, building certificates, building permits and the costs of software licenses purchased on behalf of Canada for the purposes of accessing the Contractor’s information systems.
- g. Utility Costs – meaning the amounts paid, on behalf of Canada, for utilities such as energy, electricity, water & sewer, and natural gas.

2.3.3 The Allowable Costs of any changes to the Contractor’s IM/IT systems and/or to the Contractor’s Service Delivery Regime, resulting from changes to the Statement of Work, are payable to the Contractor.

### 3.0 Fees General

3.0.1 The Fees described in this section are payable to the Contractor. No other fees are payable to the Contractor for Annex A4.

3.0.2 The Fees will be considered as full compensation for all Costs unless otherwise listed in the Contract, including but not limited to those relating to the following:

- a. Contractor’s IM/IT systems;
- b. Legal services;
- c. Resolution of disputes with Canada or third parties;
- d. The Contractor’s Service Delivery Regime;
- e. Profit;
- f. Federal and provincial income taxes, excess profit taxes or surtaxes and/or special expenses in connection with those taxes;
- g. Insurance costs;
- h. Costs related to Contract Financial Security;
- i. Entertainment and hospitality expenses;
- j. Costs of executive and corporate officers and corporate administrative staff; and,
- k. Any mark-up.

### 3.1 Management Fee



3.1.1 The Contractor will be paid Fee 1 and Fee 2 as monthly lump-sum payments.

3.1.2 The Contractor's Fee 1 is: (Per Bid Form) %.

3.1.3 Fee 1 is payable for each month from the Operational Start Date to the Operational Completion Date. The Management Fee is not payable during the period between the Contract Award Date and the Operational Start Date or the period from the Operational Completion Date to the Contract Completion Date.

3.1.4 Fee 1 is subject to an annual escalation price adjustment as indicated in Annex B 6.0.

## **3.2 Fee for Optional Services**

3.2.1 The Contractor will be paid percentage-based Optional Services Fees according to the Service provided, i.e. Fees 1, 2, and 3.

3.2.2 Optional Services Fees will be paid to the Contractor for Work authorized in accordance with the A4 Statement of Work, section, SOW 4.4 Provide Optional Services.

3.2.3 The Contractor's percentage rate for Optional Services, other than for services whose basis of payment is provided under Fees 1 and 2 are: (Per Bid Form) %  
Fee 3 (Per Bid Form) %.

3.2.4 The payable Optional Services Fees will be calculated by multiplying the percentage rate for Optional Services by the Allowable Costs of the Optional Services Work authorized by Canada and completed by the Contractor.

## **4.0 Payment**

### **4.1 General**

4.1.1 Notwithstanding any other provision of the Contract, no payment will be made to the Contractor for the work described in Annex A-4 unless the following conditions have been met:

- a. An invoice in an approved format and with supporting information and any documents required by the Contract for Annex A-4 have been submitted to the Technical Authority;
- b. With respect to all parts of the Work for which payment is invoiced:
  - i. the Contractor has demonstrated that the Costs and Fees are related to the performance of the Contract;
  - ii. the Contractor has demonstrated that the Costs are Reasonable;
  - iii. the Contractor, where required to do so, establishes to the satisfaction of the Technical Authority that such parts of the Work are free from all claims, liens, attachments, charges or encumbrances;





- c. The Costs have been previously authorized by the Technical Authority, through the Work Authorization Process;
- d. In the case of payment for finished Work, the finished Work has been completed in accordance with the Contract to the satisfaction of the Technical Authority; and

## **4.2 Payment Process**

- 4.2.1 Prior to performance of Work the Contractor must submit estimates of Costs and Fees for Work to be performed, to the Technical Authority for approval.
- 4.2.2 The Technical Authority, through the Task Authorization process, will authorize an upset limit for Work to be performed.
- 4.2.3 Payment will be made monthly based on the estimates of Costs and Fees provided by the Contractor and limited to the funding allocated through Work Authorizations. The amount payable will be determined based on the status of Work completed to date, key deliverables submitted and milestone payment schedules as approved by the Technical Authority.
- 4.2.4 Monthly payments must not be construed as evidence that costs have been accepted or that work, material or any part thereof is completed, or is in accordance with the Contract
- 4.2.5 The Technical Authority will review the invoice and supporting information and will determine the amount that, in the opinion of Canada, is deemed payable.
- 4.2.6 The Technical Authority will notify the Contractor of any inadequacy of the invoice or supporting documentation, or of any amount deemed not payable, within fifteen days of receipt of said invoice. Where any such notice is given within that period, the date for payment of the amount invoiced to cover the item in dispute will be set aside until the Contractor remedies the inadequacy to the satisfaction of the Technical Authority.
- 4.2.7 Provided that the Contractor has complied with all terms and conditions, payments will be made within 30 calendar days of receipt of the invoice.
- 4.2.8 Milestone payment schedules will be updated as required to align with revised estimates of Costs and Fees. Subsequent monthly payment amounts will be adjusted accordingly to ensure that the amount of any previous excess payment is promptly recovered by Canada.
- 4.2.9 After each Fiscal Year the amount payable will be determined, subsequent to Canada's acceptance of the Contractor's Audited Cost Statement as described in Section 7, and based on the actual Allowable Costs demonstrated as having been incurred and paid and the Fees earned. Any payments made by Canada in excess of the amount payable will become due and payable to Canada at Invoice #/C.



4.2.10 Any amounts identified within the accepted Contractor's Audited Cost Statement as incurred but that have not been paid by the Contractor will become payable by Canada only when demonstrated as having been paid by the Contractor



## ANNEX C SECURITY REQUIREMENTS CHECK LIST

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

UNCLASSIFIED





**PART A (continued) / PARTIE A (suite)**

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

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui  
Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

---

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

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

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input checked="" type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments: SECRET based on positions.  
Commentaires spéciaux :

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

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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

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Security Classification / Classification de sécurité  
**UNCLASSIFIED**





**PART C - (continued) / PARTIE C - (suite)**

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTIVE NATO DIFFUSION RESTRICTÉE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET COMSEC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET	
											A	B	C				
Information / Assets Receivements / Items Production																	
IT Media / Support IT																	
IT Link / Lien électronique																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

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

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

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



## ANNEX D ELECTRONIC PAYMENT INSTRUMENTS

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

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



## ANNEX E - CERTIFICATIONS

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)





## ANNEX F INSURANCE REQUIREMENTS

### Aviation Liability Insurance

The Contractor must obtain Aviation Liability Insurance for Bodily Injury (including passenger Bodily Injury) and Property Damage, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$500,000,000 per accident or occurrence and in the annual aggregate.

The Aviation Liability policy must include the following:

**Additional Insured:** Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada represented by Public Works and Government Services Canada.

**Notice of Cancellation:** The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

**Cross Liability/Separation of Insureds:** Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

**Contractual Liability:** The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

Employees and, where applicable, Volunteers must be included as Additional Insured.

**Aviation Passenger Liability and inclusive Medical Payments:** If sub-limits are applicable to Contractor's policy conforming to international carriage agreements or otherwise, such sub-limits must in any event be, not less than, \$1,000,000 per person. The per accident limit should be no less than \$5,000,000 multiplied by the number of passengers.

If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

**Employers Liability** (unless we have confirmation that all employees are covered by Worker's compensation WSIB or similar program)

**Hangar keeper's Liability:** To cover loss of and/or damage to aircraft on the ground in the care, custody or control of the Contractor.





**Products and Completed Operations:** To cover liability arising from the sale and service of aviation products, assembly and repair activities, in connection with the Work performed by or on behalf of the Contractor.

**Airport Tenants' Legal Liability Broad Form:** To protect the Contractor for liabilities arising from its occupancy of leased airport premises.

**Non-owned Aircraft Liability:** To protect the Contractor for liabilities arising from its use of aircraft owned by other parties including Canada.

**Control Tower Liability:** To cover for all liabilities arising from the ownership and/or operations of air traffic control towers

Permission to Transport Hazardous Goods. The Insured must also obtain all the applicable provincial or federal permission to transport hazardous material in addition to this endorsement.

Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s. 1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the



Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

### **For all remaining Requirements**

The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements contained herein. Coverage must be placed with an Insurer licensed to carry out business in Canada.

Unless otherwise directed in writing by Canada, or, otherwise stipulated elsewhere herein, the policies required herein must be in force and be maintained throughout the duration of the Contract.

The insurance policies must be endorsed to provide Canada and any additional insured with not less than 30 days' notice in writing in advance of a cancellation of insurance or any reduction in coverage.

The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor.

Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

### **Proof of Insurance**

Before commencement of the Work, but no later than 30 days after the date of award of the contract, the Contractor must deposit with Canada a correctly completed Certificate of Insurance (form attached herein).

Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the provisions contained herein.

### **Insurance Proceeds**

In the case of a claim payable under an insurance contract maintained by the contractor pursuant to these Insurance Terms, the proceeds of the claim must be paid by the insurer directly to the claimant.

The Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

### **Wrap-Up Liability**

The insurance policy must provide coverage for all services provided under the contract.



The insurance coverage provided must be primary to all other insurance policies and must not be substantially less than that provided by the latest edition of IBC Form 2100.

The policy must include an extension for a standard provincial and territorial form of non-owed automobile liability policy.

The Contractor must provide and maintain policies for the duration of the contract and for any option or extension of the contract term. Coverage may be provided by consecutive or multiple Wrap-up policies.

The Contractor must provide and maintain coverage for Products/Completed Operations hazards for a period of at least two years beyond completion of the work.

The policy must have the following minimum limits:

\$50,000,000 Each Occurrence Limit; and

\$50,000,000 Products/Completed Operations Aggregate Limit.

Umbrella or excess liability insurance may be used to achieve the required limits.

The policy must be issued with a deductible amount of not more than \$25,000 per occurrence applying to property damage claims only.

The policy must insure the Contractor and must include, as additional insured:

Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services;

Any Consultant; and

Any Subcontractor at any tier performing any part of the Work.

The Insurer must provide a waiver of subrogation against any named or additional insured.

### **Commercial General Liability**

The insurance coverage provided must not be less than that provided by the latest edition of IBC Form 2100, and must have a \$5,000,000 Each Occurrence Limit and a \$5,000,000 Products/Completed Operations Aggregate Limit.

The Contractor must provide and maintain coverage for Products/Completed Operations hazards for a period of four years, beyond the two years coverage provided by the Wrap-Up Liability policy.

The policy must insure the Contractor and must include Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services as additional insured, with respect to liability arising out of the operations of the contractor with regard to the work.

**Certificate of Insurance Form** (On next page)

**CERTIFICATE OF INSURANCE / ATTESTATION D'ASSURANCE**  
**To be completed by the Insurer's authorized representative (Officer, Agent, Broker)**

**Description and Location of Work**

**Contract No.**

Name of Insurer, Broker or Agent – Nom de l'assureur, du courtier ou de l'agent		Address (No., Street) – Adresse (n <sup>o</sup> , rue)		City – Ville	Province
Postal Code – Code postal					
Name of Insured (Contractor) – Nom de l'assuré (Entrepreneur)		Address (No., Street) – Adresse (n <sup>o</sup> , rue)		City – Ville	Province
Postal Code – Code postal					
Additional Insured (all policies) – Assuré supplémentaire (toutes les polices) <b>Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services–Sa Majesté la Reine du chef du Canada, représentée par le ministre des Travaux publics et des Services gouvernementaux</b>					
Additional Insured (Wrap-Up Policy) – Assuré supplémentaire (police d'assurance globale) <b>Any Consultant and any Subcontractor, at any tier, performing any part of the Work – Tout expert-conseil et tout sous-traitant, à tout niveau, effectuant toute partie des travaux</b>					
Type of Insurance Type d'assurance	Company and Policy Number Compagnie et numéro de la police	Inception Date Date d'effet	Expiry Date Date d'expiration		
Aviation Liability					
Commercial General Liability Umbrella/Excess Liability					
Wrap-Up General Liability Umbrella/Excess Liability					
<b>J'atteste que les polices ci-dessus ont été établies ou publiées par des assureurs dans le cadre de leurs activités d'assurance au Canada et que ces polices comprennent les garanties et dispositions applicables telles qu'indiquées au contrat.</b>			<b>I certify that the above policies were issued or made by insurers in the course of their insurance business in Canada and include the applicable insurance coverages and provisions as stated in the contract.</b>		
Nom et Signature _____			Name and Signature _____		



## ANNEX G- RESOURCE REQUIREMENTS AT CONTRACT AWARD

### Personnel Qualifications for Annex A-1 of the SOW

#### Management and Administration

Position	Qualifications
Contractor Site Manager	<p>The Contractor Site Manager (CSM) must have a degree in Business Administration/Management or Engineering, based on a course of study from an accredited university, college or equivalent institution, or have at least 10 years of experience in a project management/managerial capacity in similar operations.</p> <p>The CSM must have relevant experience in at least 1 project of similar size, scope and complexity;</p> <p>The CSM must have at least 15 years overall work experience.</p>
Contractor Program Manager	<p>The Contractor Program Manager (CPM) must have relevant experience in 2 projects of similar size, scope and complexity or one long-term project of 5 years or more of similar size, scope and complexity. The CPM should have at least 10 years of experience in similar operations and at least 15 years overall work experience.</p>
Engineering Manager	<p>The Engineering Manager must have a degree in Engineering based on a course of study from an accredited university, college or equivalent institution with the Professional Engineering designation/accreditation, and accomplishments in Civil Engineering. A minimum of 5 years of experience in provision of engineering and maintenance management services in a senior engineering/managerial capacity in a project or operations of similar in size, scope, and complexity, and at least 10 years overall work experience.</p>
Logistics Manager	<p>The Logistics Manager must have a degree in Business Administration/Management or Engineering based on a course of study from an accredited university, college or equivalent institution, or have at least 5 years of relevant experience in a project management/managerial capacity in</p>



	similar projects or operations similar in size, scope, and complexity; and, at least 10 years overall work experience.
Operations Manager	The Operations Manager must have relevant experience in civil or military air operations on 2 projects of similar size, scope and complexity or one long-term project of 10 years or more and, at least 10 years overall work experience.
Telecommunications and Information Systems (TIS) Manager	The TIS Manager must have recent, relevant experience in managing the maintenance of telecommunications and Information Systems, including NAVAIDS and cable plants, on a project of similar size and scope within the last 5 years and, at least 10 years overall work experience.
Supply Manager	The Supply Manager must have recent relevant experience in managing warehousing services including the handling of Controlled Goods (IAW the CGP) and in the requisition of material from Defence Supply Chain (DSC) over the last 5 years and, at least 10 years overall work experience.
Health and Safety Officer	The Health and Safety Officer (HSO) must have relevant experience in managing health and safety matters and requirements that impact or have the potential to impact health and safety at a wing/base. The HSO must have a modern Safety Management Course from a recognized institution or the DND General Safety Management Course, and 3 years related experience in a safety management position. The Contractor may be able to temporarily employ an individual with modified qualifications upon approval from the Technical Authority.
Quality Control and Assurance Manager	The Quality Control and Assurance Manager must have taken the certified Lead Auditor course to ISO 9001:2000 or ISO 14001:2004, and have a minimum of 5 years of relevant experience in managing Quality Systems on a project of similar size and scope and complexity.



**Personnel Qualifications for Annex A-1 Phase-In and Phase-out of the SOW**

<b>Position</b>	<b>Qualifications</b>
Phase-In Manager:	The Phase-In Manager must have a degree in Business Administration/Management or Engineering based on a course of study from an accredited university, college or equivalent institution, or have at least 10 years of experience in a project management/managerial capacity in similar operations. The Phase-In Manager should have relevant experience in at least one (1) project of similar scope and at least 15 years overall work experience. The Phase-In Manager must be familiar with all facets of multi-function project management as demonstrated through work history.
Phase-Out Manager:	The Phase-Out Manager must have a degree in Business Administration/Management or Engineering based on a course of study from an accredited university, college or equivalent institution, or have at least 10 years of experience in a project management/managerial capacity in similar operations. The Phase-Out Manager should have relevant experience in at least one (1) project of similar scope and at least 15 years overall work experience. The Phase-Out Manager must be familiar with all facets of multi-function project management as demonstrated through work history.



**Personnel Qualifications for Annex A-2 of the SOW**

Service	Personnel Qualifications
Supply and Material Processing	All personnel provided by the Contractor to perform procurement and material processing must have no less than (3) years of recent experience during the past 10 years in a similar field
Food Services	Food Services Manager: Requires: <ul style="list-style-type: none"> <li>• a diploma or a degree in food services management from a recognized educational institution; and</li> <li>• four years of experience in managing multi-faceted, high-volume food services operations;</li> </ul> or <ul style="list-style-type: none"> <li>• ten years of experience in the management of multi-faceted, high-volume food services operations.</li> </ul>
	Cook: <ul style="list-style-type: none"> <li>• A graduate from a provincial community or territorial college with appropriate certification;</li> <li>• 4,000 hours of experience as a cook within the last 5 years; and</li> <li>• Must have a minimum 4 years of experience in food preparation services or catering for groups of 50+ people.</li> </ul>
Accommodation Services	Accommodation Services Personnel must: At a minimum, have two years of experience during the last 10 years in administration of hotel/accommodations operations.
Telecommunication support	The Information Systems Security Officer (ISSO) : <ul style="list-style-type: none"> <li>• received IS Security training from a recognized institution or a DND sponsored course; and</li> <li>• a minimum of 2 years of experience working on IT and IS security technology.</li> </ul>
SNIC	Supervisors must have a minimum of 3 years of experience in the management of grounds and airfield maintenance program.





**Personnel Qualifications for Annex A-3 of the SOW**

Service	Personnel Qualifications
Aviation weather services program personnel	Must be trained and certified in accordance with (IAW) EC/MSC equivalent standards and procedures.
Controllers	Must be ICAO or a DND acceptable equivalent properly endorsed ATC licensed controller in appropriate work area (ground, IFR and VFR); Must meet DND licensing standards to achieve a Control Position Rating (CPR) for each control position; and Must be in possession of a valid DND ATC medical endorsement or Transport Canada Class II medical prior to the Handover Date for this section and reviewed annually.
ATC Supervisors	Must be qualified and experienced as licensed ATC facility supervisors.
Emergency Services	<p><b>Fire Chief:</b> Must be a Fire Officer accredited by IFSAC/ProBoard to NFPA 1021 Fire Officer III with a minimum of three years of experience as a Fire Service Manager in a dual role (Structural and ARFF) fire department; Have a comprehensive knowledge of Emergency Management Plan and Incident Management System as well as strong leadership and communication skills are essential; and Must also possess a detailed knowledge in Fire Engineering and Fire Prevention Techniques.</p> <p><b>Deputy Fire Chief and Platoon Chiefs:</b> Must be a Fire Officer accredited by IFSAC/ProBoard to NFPA 1021 Fire Officer III with a minimum of three years of experience as a Fire Officer on an operational Platoon; and Have a comprehensive knowledge of Emergency Management Plan and Incident Management System as well as strong leadership and communication skills.</p>
Fire fighters	Must be physically and medically fit, with the personal qualities suitable for employment with the Fire Service IAW the Canadian Forces Fire Marshal Directive FMD 1004-DND Firefighter Training Requirements; The necessary number of personnel must be trained to the Province of Newfoundland's and Labrador Emergency Medical Responder (EMR) Standard;



	<p>Must be trained to NFPA 1001 level II fire fighter, NFPA 1002 Standard for Fire Apparatus Driver/Operator Professional Qualifications (Pumper and ARFF) and NFPA 1003 Airport Fire Fighter through an accredited IFSAC or ProBoard training establishment;</p> <p>Must have a thorough working knowledge of the unit, civil and other foreign military aircraft emergency escape systems shut down procedures and aircraft weapon systems; and</p> <p>Must be trained in AAS and Barrier operations and be capable to conduct post arrestor engagement reset procedures.</p>
Breathing Apparatus Maintainer (BAM)	<p>Must be a Fire Officer or Fire fighter qualified by the Breathing Apparatus manufacturer to maintain all aspects of the Fire department Self Contained Breathing Apparatus (SCBA) including SCBA cylinders.</p>
Chief Fire Inspector (CFI):	<p>Must be a Fire Officer accredited by IFSAC or ProBoard to NFPA 1031 fire inspector level 2, Public Fire Educator NFPA 1035 Public Fire Educator Level 1 and NFPA 1033 Fire Investigator level 1. Fire Officer I IAW NFPA 1021, Fire Inspector NFPA 1031, Public Fire Educator NFPA 1035 and Fire Investigator (Fire Investigation Level II) 1033; and</p> <p>Must have a minimum of three years of experience in fire prevention.</p>
Fire Inspector	<p>Must be a Fire Prevention Officers accredited by IFSAC or ProBoard to NFPA 1031 Fire Inspector level 1, NFPA 1035 Public Fire Educator Level 1.</p>
Driver Operators:	<p>Fire Fighters must hold the appropriate license for the vehicles they are required to drive;</p> <p>They must be "tactically" qualified for the operation of ARFF and structural fire fighting vehicles, including pumps and associated equipment IAW NFPA 1002; and</p> <p>Must obtain a Ramp Defensive Driver Course certificate.</p>
EMRs	<p>Fire Fighters must be qualified to the Province of Newfoundland and Labrador's EMR standard. The medical training is to be a minimum qualification level of St. John Ambulance Standard First Aid (IAW DND Fire Fighter Trade Specifications) or to such higher level as required by the Medical Officer. The Medical Officer refers to the Wing Medical Officer or such medical officer or physician that may be appointed from time to time.</p>
Wildland	<p>Fire Officer and Fire fighter must be qualified as per FMD 2004 as a minimum personnel responsible for primary</p>



	<p>wildland fire fighting duties should be trained to the same standard as their provincial wildland fire fighting counterparts; and</p> <p>Must also be trained in and have a working knowledge of the Canadian Forest Fire Danger Rating System, and be conversant with the Canadian Forest Fire Prediction (FBP) System.</p>
HAZMAT	<p>Fire Officer and Fire fighter must be qualified as per NFPA 472 Standard for Competence of Responders to Hazardous Materials/Weapons of Mass Destruction Incidents to the Operation level with the mission specific qualification IAW the risks present on base. Fire Officer shall also be qualified to the Incident Commander level.</p>
Guards	<p>Must be trained, certified, and qualified within 30 days of commencement of the Work IAW A-SJ-100-001/AS-000 Chapter 32 and Chapter 38; and CGSB 133.1-99 - Security Guards and Security Guard Supervisors;</p> <p>Must adhere to standards of conduct that reflect credit on themselves, their employer, and the Federal Government. Personnel must demonstrate the ability to apply good judgement, courtesy, tact, courage, alertness, self-reliance, and present an even temperament;</p> <p>Must be physically capable of performing the required duties including standing for prolonged periods of time and the performance of guard duty. All personnel must have valid first aid and CPR qualifications; and</p> <p>Must have a defensive driving course on operating a vehicle on the aerodrome.</p>



**Personnel Qualifications for Annex A-4 of the SOW**

Service	Personnel Qualifications
Construction Engineering and Maintenance Management	Engineering Manager: The individual must possess a minimum of 3 years of experience in provision of engineering and maintenance management services.
	Other key positions must possess a minimum of 3 years of experience in provision of engineering and maintenance management services.
Facilities Maintenance	Hangar Chief must have A minimum of 2 years of experience in an aviation environment; and Extensive experience and knowledge in military and civilian aircraft ground handling and Hangar Operations.
Central Heat Plant (CHP), Domestic Steam and Hot Water Heating Systems	Provide personnel with a minimum of three years of experience operating, maintaining and monitoring oil and electrically fired boilers in accordance with Newfoundland Boiler, Pressure Vessel and Compressed Gas Regulations Act.
Potable Water	Water Treatment Plant Operator Must have: Current Provincial Certification in Potable Water; and Four years of relevant experience on a plant of similar size to 5 Wing.
Roads and Grounds	Supervisors must have a minimum of 3 years of experience in the management of grounds and airfield maintenance program.
Auxiliary and Portable Engine-Generator Units	Provide personnel with at least 3 years of experience in the operation, maintenance and repair of APUs, UPSs, frequency converters and fire booster pumps. Personnel must have journeyman qualifications for high voltage systems and qualified to work on diesel equipment. A military Electrical Generation Technician QL6 would be acceptable.
Electrical and Airfield Distribution Systems	Provide Provincially Certified qualified personnel with a minimum of 3 years of experience in high voltage (2.4 kV - 25KV) electrical work. At least one person responsible for the operation and maintenance of the airfield lighting system must have at least 2 years of experience in airfield lighting systems with previous responsibility for a system of similar size and complexity; and



Service	Personnel Qualifications
	Personnel must have 1 year experience in regulator structures and remote operation, leveling and alignment of lights and equipment.
	High Voltage Electricians: Must have Provincial Certification and 3 years of experience in high voltage electrical work, including maintenance of switch yards, reclosers and metering banks.
Solid Waste Collection and Disposal	The key contract personnel must have a minimum of 1-year experience in collection and disposal of solid wastes at a facility of comparable size and scope to that of 5 Wing.
Environmental Protection and Hazardous Materials Management	The Environmental Protection (EP) portion of this contract is to be managed by a qualified person holding a university degree in the Physical Science or Engineering related to the environment and preferably with 5 years of experience in Environmental Protection.
	The employee responsible for the hazardous waste collection function must have a minimum of 3 years' experience in collection and transportation of hazardous wastes.
	The employee responsible for the hazardous waste packaging function must have a minimum of 3 years' experience in the operation of a hazardous material or waste packaging facility and recognized certification in the Transportation of Dangerous Goods Act (TDGA).



**Appendix 1 to Annex G - Information Related to Resource Security Requirements**

Appendix 1 is included here to assist Bidders in their response to Resource Security Requirements in Section 6.5.

Please use the template provided below to input the required security information for the Key Personnel that will form part of the multi-disciplinary team as specified in Section 7.4.1 Resource Security Requirements for Contract award. Please copy template as required.

Sub-consultant/Specialist:	
Legal Name of Sub-consultant/Specialist:	
Complete Address:	
Telephone Number:	
CISD File Number:	
Organization Security Clearance:	

Sub-consultant/Specialist:	
Legal Name of Sub-consultant/Specialist:	
Complete Address:	
Telephone Number:	
CISD File Number:	
Organization Security Clearance:	

Sub-consultant/Specialist:	
Legal Name of Sub-consultant/Specialist:	
Complete Address:	
Telephone Number:	
CISD File Number:	
Organization Security Clearance:	



## ANNEX H - DND 626 TASK AUTHORIZATION FORM



### TASK AUTHORIZATION AUTORISATION DES TÂCHES

All invoices/progress claims must show the reference Contract and Task numbers. Toutes les factures doivent indiquer les numéros du contrat et de la tâche.		Contract no. – N° du contrat <hr/> Task no. – N° de la tâche
Amendment no. – N° de la modification	Increase/Decrease – Augmentation/Réduction	Previous value – Valeur précédente
To – À	<b>TO THE CONTRACTOR</b> You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall be supplied against this task. Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract.  <b>À L'ENTREPRENEUR</b> Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande. Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.	
Delivery location – Expédié à	_____ Date <span style="float: right;">for the Department of National Defence pour le ministère de la Défense nationale</span>	
Delivery/Completion date – Date de livraison/d'achèvement		
Contract item no. N° d'article du contrat	Services	Cost Prix
	<b>GST/HST TPS/TVH</b>	
	<b>Total</b>	
<b>APPLICABLE ONLY TO PWGSC CONTRACTS:</b> The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract.  <b>NE S'APPLIQUE QU'AUX CONTRATS DE TPSGC :</b> La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.		
_____ for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux		



## **ANNEX I - FINANCIAL EVALUATION**

(SEE ATTACHED EXCEL SPREADSHEET TO INPUT FINANCIAL BID PRICING)





## ANNEX J - TECHNICAL EVALUATION

### PART 1: MANDATORY TECHNICAL CRITERIA

No.	Criteria	Bid Submission Requirement	Scale
1a	<p><b>Corporate Experience</b> The Bidder must demonstrate its experience or that of a subcontractor in delivering the services defined in each of the 4 annexes of the SOW.</p> <p>The Bidder must include a minimum of one ongoing or completed Project for the identified sections.</p> <ul style="list-style-type: none"> <li>i. The Project(s) must have been completed or currently ongoing within the last 7 years (between January 2013 to bid close).</li> <li>ii. The combined value of the projects to satisfy the 11 mandatory sections identified in the bid submission requirement column must be of a similar scope and size of the SOW.</li> </ul>	<p>The Bidder must provide a minimum of one Project for each of the SOW sections for either itself and or any of its subcontractor(s) for any one section as follows:</p> <ol style="list-style-type: none"> <li>1. Annex A1, Management and Administration and Services</li> <li>2. Annex A2.3, Food Services</li> <li>3. Annex A2.5 Telecommunications and Information Systems (TIS) Support and Annex A3.4, Airfield Communications, Radars and Navigational Aids (NAVAIDS)</li> <li>4. Annex A2.6, SNIC General Requirements</li> <li>5. Annex A3.2 Operations Support (ATC)</li> <li>6. Annex A3.3, Transient Servicing</li> <li>7. Annex A3.5, Emergency Services</li> <li>8. Annex A3.6, Security Services</li> <li>9. Annex A4.1, Real Property</li> <li>10. Annex A4.2, Construction Engineering and Maintenance Management</li> <li>11. Annex A4.3, Facilities Maintenance</li> </ol>	<b>Pass/Fail</b>



		<p>The Projects must detail the following information:</p> <ul style="list-style-type: none"> <li>• Project Title</li> <li>• Value of Project</li> <li>• Duration of Project</li> <li>• Name of Client</li> <li>• Names, Titles and telephone numbers of the business references</li> </ul>	
	<p>*For the purposes of this criterion 1a only, for each of the 11 elements presented, Canada will consider the experience of either the Bidder and or any of its proposed subcontractor(s) for any one section. However, for subcontractor experience to be accepted, the Bidder will be required, at the Bid Solicitation Phase and during the performance of any resulting contract, to continue to use the services of that subcontractor, unless the consent of the Contracting Authority is given to make a change.</p> <p>For subcontractor experience, the Bidder is required to provide a letter from the subcontractor confirming the subcontractor's commitment to act as a subcontractor to the Bidder if awarded the Goose Bay base services contract. Failure to comply with these terms may result in the proposed subcontractors experience not being considered for evaluation purposes.</p>		
1b	<p><b>Key Personnel</b></p> <p>The Bidder must submit information for each key discipline/functions. Key Disciplines/functions are:</p> <ul style="list-style-type: none"> <li>• Contractor Site Manager (CSM)</li> <li>• Contractor Program Manager (CPM)</li> <li>• Engineer Manager</li> <li>• Logistics Manager</li> <li>• Operations Manager</li> <li>• Telecommunications and Information Systems (TIS) Manager</li> </ul>	<p>The following resources must meet the minimum requirements listed:</p> <ol style="list-style-type: none"> <li>1. Contractor Site Manager (CSM) must have: <ul style="list-style-type: none"> <li>• a degree in Business Administration/ Management or Engineering, based on a course of study from an accredited university, college or equivalent institution, or have at least 10 years of experience in a project management or managerial capacity in similar operations;</li> <li>• relevant experience on at least 1 project of similar size, scope, and complexity; and</li> <li>• at least 15 years overall work experience.</li> </ul> </li> </ol>	<b>Pass/Fail</b>



	<ul style="list-style-type: none"> <li>• Supply Manager</li> <li>• Health and Safety Officer</li> <li>• Quality Control and Assurance Manager</li> </ul> <p>For all education requirements, a copy of the university degree from a recognized Canadian institution or a recognized equivalent must be provided with the Bid.</p>	<ol style="list-style-type: none"> <li>2. Contractor Program Manager (CPM):             <ul style="list-style-type: none"> <li>• must have relevant experience in 2 projects of similar size, scope and complexity or one long-term project of 5 years or more of similar size, scope and complexity;</li> <li>• must have at least 10 years of experience in similar operations; and</li> <li>• at least 15 years overall work experience.</li> </ul> </li> <li>3. Engineering Manager must have:             <ul style="list-style-type: none"> <li>• a degree in Engineering based on a course of study from an accredited university, college or equivalent institution with a Professional Engineering designation/accreditation, in Civil Engineering;</li> <li>• a minimum of 5 years of experience in provision of engineering and maintenance management services in a senior engineering/managerial capacity in a project or operations of similar in size, scope, and complexity; and</li> <li>• at least 10 years overall work experience.</li> </ul> </li> <li>4. Logistics Manager must have:             <ul style="list-style-type: none"> <li>• a degree in Business Administration/ Management or Engineering based on a course of study from an accredited university, college or equivalent institution, or have at least 5 years of relevant experience in a project management/managerial capacity in similar projects or operations similar in size, scope, and complexity; and</li> <li>• at least 10 years overall work experience.</li> </ul> </li> </ol>	
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		<p>5. Operations Manager must have:</p> <ul style="list-style-type: none"><li>• relevant experience in civil or military air operations on 2 projects of similar size, scope and complexity or one long-term project of 10 years or more; and</li><li>• at least 10 years overall work experience.</li></ul> <p>6. Telecommunications and Information Systems (TIS) Manager must have:</p> <ul style="list-style-type: none"><li>• recent, relevant experience in managing the maintenance of telecommunications and Information Systems, including NAVAIDS and cable plants, on a project of similar size and scope and complexity within the last 5 years; and</li><li>• at least 10 years overall work experience.</li></ul> <p>7. Supply Manager must have:</p> <ul style="list-style-type: none"><li>• recent, relevant experience in managing warehousing services including the handling of Controlled Goods (IAW the CGP) and in the requisition of material from Defence Supply Chain (DSC) over the last 5 years; and.</li><li>• at least 10 years overall work experience.</li></ul> <p>8. Health and Safety Officer must have:</p> <ul style="list-style-type: none"><li>• The Health and Safety Officer (HSO) must have relevant experience in managing health and safety matters and requirements that impact or have the potential to impact health and safety at</li></ul>	
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		<p>a wing/base, or at an enterprise of similar size, scope and complexity.</p> <ul style="list-style-type: none"><li>• a modern Safety Management Course from a recognized institution or the DND General Safety Management Course; and</li><li>• 3 years related experience in a safety management position.</li></ul> <p>9. Quality Control and Assurance Manager must have:</p> <ul style="list-style-type: none"><li>• taken the certified Lead Auditor course to ISO 9001:2000 or ISO 14001:2004; and</li><li>• a minimum of 5 years of relevant experience in managing Quality Systems on a project of similar size and scope and complexity.</li></ul>	
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## PART 2: POINT RATED CRITERIA

### 2.1 Corporate Experience and Qualifications Rated Criteria

No.	Part 2 Point Rated Criteria	Submission Requirement	Evaluation Schema	Available Points
2.1a.1	<p><b>Point Rated Corporate Experience</b> Indicate how the example(s) are comparable to the SOW (size, scope, value, complexity, and other pertinent information)</p>	<p>In a recommended maximum of 10 pages, describe the support services requirement(s) carried out by the Bidder (or its subcontractor)* in Annex A1, Management and Administration Services of the SOW.</p> <p>The following information should be provided:</p> <ul style="list-style-type: none"> <li>a) A description of services demonstrating how and why these are similar in nature and scope to the requirements in the SOW;</li> <li>b) The annual and total value of the contract;</li> <li>c) The name, address and telephone numbers of one client contact for the requirement; and</li> <li>d) Duration of the requirement.</li> <li>e) Role performed in project</li> </ul>	<p><b>0 points.</b> Requirement(s) is not comparable to the services in the identified SOW chapter. The size, value, scope, role and complexity are less than the requirement.</p> <p><b>25 points.</b> The requirement(s) submitted is somewhat comparable to the identified SOW chapter. Somewhat comparable is defined as a minimum of one characteristic (size, scope, role, value and complexity) are at least the same as the requirement</p> <p><b>35 points.</b> The requirement(s) submitted is comparable to the identified SOW chapter. Comparable is defined as all of the characteristics (size, scope, role, value and complexity) being the same as the requirement</p> <p><b>50 points.</b> Requirement(s) size, scope, role, value and complexity is greater than the requirement in the SOW chapter.</p>	Maximum of 50 points
2.1a.2	<p><b>Point Rated Corporate Experience</b></p>	<p>In a recommended maximum of 10 pages, describe the support services requirement(s) carried</p>	<p><b>0 points.</b> Requirement(s) is not comparable to the services in the identified SOW chapter. The size, value,</p>	Maximum of 50 points



	<p>Indicate how the example(s) are comparable to the SOW (size, scope, value, complexity, and other pertinent information)</p>	<p>out by the Bidder (or its subcontractor)* in Annex A2.1, Supply / Material Processing of the SOW.</p> <p>The following information should be provided:</p> <ul style="list-style-type: none"> <li>a) A description of services demonstrating how and why these are similar in nature and scope to the requirements in the SOW;</li> <li>b) The annual and total value of the contract;</li> <li>c) The name, address and telephone numbers of one client contact for the requirement; and</li> <li>d) Duration of the requirement.</li> <li>e) Role performed in project</li> </ul>	<p>scope, role and complexity are less than the requirement.</p> <p><b>25 point.</b> The requirement(s) submitted is somewhat comparable to the identified SOW chapter. Somewhat comparable is defined as a minimum of one characteristic (size, scope, role, value and complexity) are at least the same as the requirement</p> <p><b>35 points.</b> The requirement(s) submitted is comparable to the identified SOW chapter. Comparable is defined as all of the characteristics (size, scope, role, value and complexity) being the same as the requirement</p> <p><b>50 points.</b> Requirement(s) size, scope, value and complexity is greater than the requirement in the SOW chapter.</p>	
2.1a.3	<p><b>Point Rated Corporate Experience</b> Indicate how the example(s) are comparable to the SOW (size, scope, value, complexity, and other pertinent information)</p>	<p>In a recommended maximum of 10 pages, describe the support services requirement(s) carried out by the Bidder (or its subcontractor)* in Annex A2.2, Transportation Support of the SOW.</p> <p>The following information should be provided:</p> <ul style="list-style-type: none"> <li>a) A description of services demonstrating how and why these are similar in</li> </ul>	<p><b>0 points.</b> Requirement(s) is not comparable to the services in the identified SOW chapter. The size, value, scope, role and complexity are less than the requirement.</p> <p><b>25 point.</b> The requirement(s) submitted is somewhat comparable to the identified SOW chapter. Somewhat comparable is defined as a minimum of one characteristic (size, scope, role, value and complexity) are at least the same as the requirement</p> <p><b>35 points.</b> The requirement(s) submitted is comparable to the identified SOW chapter. Comparable is defined as</p>	<p>Maximum of 50 points</p>



		<p>nature and scope to the requirements in the SOW;</p> <ul style="list-style-type: none"> <li>b) The annual and total value of the contract;</li> <li>c) The name, address and telephone numbers of one client contact for the requirement; and</li> <li>d) Duration of the requirement.</li> <li>e) Role performed in project</li> </ul>	<p>all of the characteristics (size, scope, role, value and complexity) being the same as the requirement</p> <p><b>50 points.</b> Requirement(s) size, scope, role, value and complexity is greater than the requirement in the SOW chapter.</p>	
2.1a.4	<p><b>Point Rated Corporate Experience</b> Indicate how the example(s) are comparable to the SOW (size, scope, value, complexity, and other pertinent information)</p>	<p>In a recommended maximum of 10 pages, describe the support services requirement(s) carried out by the Bidder (or its subcontractor)* in Annex A2.3, Food Services of the SOW.</p> <p>The following information should be provided:</p> <ul style="list-style-type: none"> <li>a) A description of services demonstrating how and why these are similar in nature and scope to the requirements in the SOW;</li> <li>b) The annual and total value of the contract;</li> <li>c) The name, address and telephone numbers of one client contact for the requirement; and</li> <li>d) Duration of the requirement.</li> <li>e) Role performed in project</li> </ul>	<p><b>0 points.</b> Requirement(s) is not comparable to the services in the identified SOW chapter. The size, value, scope, role and complexity are less than the requirement.</p> <p><b>25 point.</b> The requirement(s) submitted is somewhat comparable to the identified SOW chapter. Somewhat comparable is defined as a minimum of one characteristic (size, scope, role, value and complexity) are at least the same as the requirement</p> <p><b>35 points.</b> The requirement(s) submitted is comparable to the identified SOW chapter. Comparable is defined as all of the characteristics (size, scope, role, value and complexity) being the same as the requirement</p> <p><b>50 points.</b> Requirement(s) size, scope, role, value and complexity is greater than the requirement in the SOW chapter.</p>	Maximum of 50 points.





2.1a.5	<p><b>Point Rated Corporate Experience</b> Indicate how the example(s) are comparable to the SOW (size, scope, value, complexity, and other pertinent information)</p>	<p>In a recommended maximum of 10 pages, describe the support services requirement(s) carried out by the Bidder (or its subcontractor)* in Annex A2.4, Accommodation and Janitorial Services of the SOW.</p> <p>The following information should be provided:</p> <ul style="list-style-type: none"> <li>a) A description of services demonstrating how and why these are similar in nature and scope to the requirements in the SOW;</li> <li>b) The annual and total value of the contract;</li> <li>c) The name, address and telephone numbers of one client contact for the requirement; and</li> <li>d) Duration of the requirement.</li> <li>e) Role performed in project</li> </ul>	<p><b>0 points.</b> Requirement(s) is not comparable to the services in the identified SOW chapter. The size, value, scope, role and complexity are less than the requirement.</p> <p><b>25 point.</b> The requirement(s) submitted is somewhat comparable to the identified SOW chapter. Somewhat comparable is defined as a minimum of one characteristic (size, scope, role, value and complexity) are at least the same as the requirement</p> <p><b>35 points.</b> The requirement(s) submitted is comparable to the identified SOW chapter. Comparable is defined as all of the characteristics (size, scope, role, value and complexity) being the same as the requirement</p> <p><b>50 points.</b> Requirement(s) size, scope, role, value and complexity is greater than the requirement in the SOW chapter.</p>	Maximum of 50 points
2.1a.6	<p><b>Point Rated Corporate Experience</b> Indicate how the example(s) are comparable to the SOW (size, scope, value, complexity, and other pertinent information)</p>	<p>In a recommended maximum of 10 pages, describe the support services requirement(s) carried out by the Bidder (or its subcontractor)* in Annex A2.5 Telecommunications and Information Systems (TIS) Support and Annex A3.4, Airfield Communications, Radars and</p>	<p><b>0 points.</b> Requirement(s) is not comparable to the services in the identified SOW chapter. The size, value, scope, role and complexity are less than the requirement.</p> <p><b>25 point.</b> The requirement(s) submitted is somewhat comparable to the identified SOW chapter. Somewhat comparable is defined as a minimum of one characteristic (size, scope, role, value and complexity) are at least the same as the requirement</p>	Maximum of 50 points



		<p>Navigational Aids (NAVAIDS), of the SOW.</p> <p>The following information should be provided:</p> <ul style="list-style-type: none"> <li>a) A description of services demonstrating how and why these are similar in nature and scope to the requirements in the SOW;</li> <li>b) The annual and total value of the contract;</li> <li>c) The name, address and telephone numbers of one client contact for the requirement; and</li> <li>d) Duration of the requirement</li> <li>e) Role performed in project</li> </ul>	<p><b>35 points.</b> The requirement(s) submitted is comparable to the identified SOW chapter. Comparable is defined as all of the characteristics (size, scope, role value and complexity) being the same as the requirement</p> <p><b>50 points.</b> Requirement(s) size, scope, role, value and complexity is greater than the requirement in the SOW chapter.</p>	
2.1a.7	<p><b>Point Rated Corporate Experience</b> Indicate how the example(s) are comparable to the SOW (size, scope, value, complexity, and other pertinent information)</p>	<p>In a recommended maximum of 10 pages, describe the support services requirement(s) carried out by the Bidder (or its subcontractor)* in Annex A2.6, SNIC General Requirements of the SOW.</p> <p>The following information should be provided:</p> <ul style="list-style-type: none"> <li>a) A description of services demonstrating how and why these are similar in nature and scope to the requirements in the SOW;</li> </ul>	<p><b>0 points.</b> Requirement(s) is not comparable to the services in the identified SOW chapter. The size, value, scope, role and complexity are less than the requirement.</p> <p><b>25 point.</b> The requirement(s) submitted is somewhat comparable to the identified SOW chapter. Somewhat comparable is defined as a minimum of one characteristic (size, scope, role, value and complexity) are at least the same as the requirement</p> <p><b>35 points.</b> The requirement(s) submitted is comparable to the identified SOW chapter. Comparable is defined as all of the characteristics (size, scope, role, value and complexity) being the same as the requirement</p>	Maximum of 50 points



		<ul style="list-style-type: none"> <li>b) The annual and total value of the contract;</li> <li>c) The name, address and telephone numbers of one client contact for the requirement; and</li> <li>d) Duration of the requirement</li> <li>e) Role performed in project</li> </ul>	<p><b>50 points.</b> Requirement(s) size, scope, role, value and complexity is greater than the requirement in the SOW chapter.</p>	
2.1a.8	<p><b>Point Rated Corporate Experience</b> Indicate how the example(s) are comparable to the SOW (size, scope, value, complexity, and other pertinent information)</p>	<p>In a recommended maximum of 10 pages, describe the support services requirement(s) carried out by the Bidder (or its subcontractor)* in Annex A3.1 Aviation Weather Services of the SOW.</p> <p>The following information should be provided:</p> <ul style="list-style-type: none"> <li>a) A description of services demonstrating how and why these are similar in nature and scope to the requirements in the SOW;</li> <li>b) The annual and total value of the contract;</li> <li>c) The name, address and telephone numbers of one client contact for the requirement; and</li> <li>d) Duration of the requirement</li> <li>e) Role performed in project</li> </ul>	<p><b>0 points.</b> Requirement(s) is not comparable to the services in the identified SOW chapter. The size, value, scope, role and complexity are less than the requirement.</p> <p><b>25 point.</b> The requirement(s) submitted is somewhat comparable to the identified SOW chapter. Somewhat comparable is defined as a minimum of one characteristic (size, scope, role, value and complexity) are at least the same as the requirement</p> <p><b>35 points.</b> The requirement(s) submitted is comparable to the identified SOW chapter. Comparable is defined as all of the characteristics (size, scope, role, value and complexity) being the same as the requirement</p> <p><b>50 points.</b> Requirement(s) size, scope, role, value and complexity is greater than the requirement in the SOW chapter.</p>	Maximum of 50 points



2.1a.9	<p><b>Point Rated Corporate Experience</b> Indicate how the example(s) are comparable to the SOW (size, scope, value, complexity, and other pertinent information)</p>	<p>In a recommended maximum of 10 pages, describe the support services requirement(s) carried out by the Bidder (or its subcontractor)* in Annex A3.2 Operations Support (ATC), of the SOW.</p> <p>The following information should be provided:</p> <ul style="list-style-type: none"> <li>a) A description of services demonstrating how and why these are similar in nature and scope to the requirements in the SOW;</li> <li>b) The annual and total value of the contract; and</li> <li>c) The name, address and telephone numbers of one client contact for the requirement.</li> <li>d) Duration of the requirement</li> <li>e) Role performed in project</li> </ul>	<p><b>0 points.</b> Requirement(s) is not comparable to the services in the identified SOW chapter. The size, value, scope, role and complexity are less than the requirement.</p> <p><b>25 point.</b> The requirement(s) submitted is somewhat comparable to the identified SOW chapter. Somewhat comparable is defined as a minimum of one characteristic (size, scope, role, value and complexity) are at least the same as the requirement</p> <p><b>35 points.</b> The requirement(s) submitted is comparable to the identified SOW chapter. Comparable is defined as all of the characteristics (size, scope, role, value and complexity) being the same as the requirement</p> <p><b>50 points.</b> Requirement(s) size, scope, role, value and complexity is greater than the requirement in the SOW chapter.</p>	Maximum of 50 points
2.1a.10	<p><b>Point Rated Corporate Experience</b> Indicate how the example(s) are comparable to the SOW (size, scope, value, complexity, and other pertinent information)</p>	<p>In a recommended maximum of 10 pages, describe the support services requirement(s) carried out by the Bidder (or its subcontractor)* in Annex A3.2 Operations Support (WOC and CP requirements) of the SOW.</p> <p>The following information should be provided:</p>	<p><b>0 points.</b> Requirement(s) is not comparable to the services in the identified SOW chapter. The size, value, scope, role and complexity are less than the requirement.</p> <p><b>25 point.</b> The requirement(s) submitted is somewhat comparable to the identified SOW chapter. Somewhat comparable is defined as a minimum of one characteristic (size, scope, role, value and complexity) are at least the same as the requirement</p>	Maximum of 50 points



		<ul style="list-style-type: none"> <li>a) A description of services demonstrating how and why these are similar in nature and scope to the requirements in the SOW;</li> <li>b) The annual and total value of the contract; and</li> <li>c) The name, address and telephone numbers of one client contact for the requirement.</li> <li>d) Duration of the requirement</li> <li>e) Role performed in project</li> </ul>	<p><b>35 points.</b> The requirement(s) submitted is comparable to the identified SOW chapter. Comparable is defined as all of the characteristics (size, scope, role, value and complexity) being the same as the requirement</p> <p><b>50 points.</b> Requirement(s) size, scope, role, value and complexity is greater than the requirement in the SOW chapter.</p>	
2.1a.11	<p><b>Point Rated Corporate Experience</b> Indicate how the example(s) are comparable to the SOW (size, scope, value, complexity, and other pertinent information)</p>	<p>In a recommended maximum of 10 pages, describe the support services requirement(s) carried out by the Bidder (or its subcontractor)* in Annex A3.3, Transient Servicing of the SOW.</p> <p>The following information should be provided:</p> <ul style="list-style-type: none"> <li>a) A description of services demonstrating how and why these are similar in nature and scope to the requirements in the SOW;</li> <li>b) The annual and total value of the contract; and</li> <li>c) The name, address and telephone numbers of one client contact for the requirement.</li> </ul>	<p><b>0 points.</b> Requirement(s) is not comparable to the services in the identified SOW chapter. The size, value, scope, role, and complexity are less than the requirement.</p> <p><b>25 point.</b> The requirement(s) submitted is somewhat comparable to the identified SOW chapter. Somewhat comparable is defined as a minimum of one characteristic (size, scope, role, value and complexity) are at least the same as the requirement</p> <p><b>35 points.</b> The requirement(s) submitted is comparable to the identified SOW chapter. Comparable is defined as all of the characteristics (size, scope, role, value and complexity) being the same as the requirement</p> <p><b>50 points.</b> Requirement(s) size, scope, role, value and complexity is greater than the requirement in the SOW chapter.</p>	Maximum of 50 points



		<p>d) Duration of the requirement</p> <p>e) Role performed in project</p>		
2.1a.12	<p><b>Point Rated Corporate Experience</b> Indicate how the example(s) are comparable to the SOW (size, scope, value, complexity, and other pertinent information)</p>	<p>In a recommended maximum of 10 pages, describe the support services requirement(s) carried out by the Bidder (or its subcontractor)* in Annex A3.5, Emergency Services of the SOW.</p> <p>The following information should be provided:</p> <ul style="list-style-type: none"> <li>a) A description of services demonstrating how and why these are similar in nature and scope to the requirements in the SOW;</li> <li>b) The annual and total value of the contract; and</li> <li>c) The name, address and telephone numbers of one client contact for the requirement.</li> <li>d) Duration of the requirement</li> <li>e) Role performed in project</li> </ul>	<p><b>0 points.</b> Requirement(s) is not comparable to the services in the identified SOW chapter. The size, value, scope, role, and complexity are less than the requirement.</p> <p><b>25 point.</b> The requirement(s) submitted is somewhat comparable to the identified SOW chapter. Somewhat comparable is defined as a minimum of one characteristic (size, scope, role, value and complexity) are at least the same as the requirement</p> <p><b>35 points.</b> The requirement(s) submitted is comparable to the identified SOW chapter. Comparable is defined as all of the characteristics (size, scope, role, value and complexity) being the same as the requirement</p> <p><b>50 points.</b> Requirement(s) size, scope, role, value and complexity is greater than the requirement in the SOW chapter.</p>	Maximum of 50 points
2.1a.13	<p><b>Point Rated Corporate Experience</b> Indicate how the example(s) are comparable to the</p>	<p>In a recommended maximum of 10 pages, describe the support services requirement(s) carried out by the Bidder (or its subcontractor)* in Annex A3.6, Security Services of the SOW.</p>	<p><b>0 points.</b> Requirement(s) is not comparable to the services in the identified SOW chapter. The size, value, scope role, and complexity are less than the requirement.</p>	Maximum of 50 points



	<p>SOW (size, scope, value, complexity, and other pertinent information)</p>	<p>The following information should be provided:</p> <ul style="list-style-type: none"> <li>a) A description of services demonstrating how and why these are similar in nature and scope to the requirements in the SOW;</li> <li>b) The annual and total value of the contract; and</li> <li>c) The name, address and telephone numbers of one client contact for the requirement.</li> <li>d) Duration of the requirement</li> <li>e) Role performed in project</li> </ul>	<p><b>25 point.</b> The requirement(s) submitted is somewhat comparable to the identified SOW chapter. Somewhat comparable is defined as a minimum of one characteristic (size, scope, role, value and complexity) are at least the same as the requirement</p> <p><b>35 points.</b> The requirement(s) submitted is comparable to the identified SOW chapter. Comparable is defined as all of the characteristics (size, scope, role, value and complexity) being the same as the requirement</p> <p><b>50 points.</b> Requirement(s) size, scope, role, value and complexity is greater than the requirement in the SOW chapter.</p>	
2.1a.14	<p><b>Point Rated Corporate Experience</b> Indicate how the example(s) are comparable to the SOW (size, scope, value, complexity, and other pertinent information)</p>	<p>In a recommended maximum of 10 pages, describe the support services requirement(s) carried out by the Bidder (or its subcontractor)* in Annex A4.1, Real Property of the SOW.</p> <p>The following information should be provided:</p> <ul style="list-style-type: none"> <li>a) A description of services demonstrating how and why these are similar in nature and scope to the requirements in the SOW;</li> <li>b) The annual and total value of the contract; and</li> </ul>	<p><b>0 points.</b> Requirement(s) is not comparable to the services in the identified SOW chapter. The size, value, scope, role and complexity are less than the requirement.</p> <p><b>60 point.</b> The requirement(s) submitted is somewhat comparable to the identified SOW chapter. Somewhat comparable is defined as a minimum of one characteristic (size, scope, role, value and complexity) are at least the same as the requirement</p> <p><b>100 points.</b> The requirement(s) submitted is comparable to the identified SOW chapter. Comparable is defined as all of the characteristics (size, scope, role, value and complexity) being the same as the requirement</p>	<p>Maximum of 150 points</p>





		<ul style="list-style-type: none"> <li>c) The name, address and telephone numbers of one client contact for the requirement.</li> <li>d) Duration of the requirement</li> <li>e) Role performed in project</li> </ul>	<p><b>150 points.</b> Requirement(s) size, scope, value and complexity is greater than the requirement in the SOW chapter.</p>	
2.1a.15	<p><b>Point Rated Corporate Experience</b> Indicate how the example(s) are comparable to the SOW (size, scope, value, complexity, and other pertinent information)</p>	<p>In a recommended maximum of pages, describe the support services requirement(s) carried out by the Bidder (or its subcontractor)* in Annex A4.2, Construction Engineering and Maintenance Management of the SOW.</p> <p>The following information should be provided:</p> <ul style="list-style-type: none"> <li>a) A description of services demonstrating how and why these are similar in nature and scope to the requirements in the SOW;</li> <li>b) The annual and total value of the contract; and</li> <li>c) The name, address and telephone numbers of one client contact for the requirement.</li> <li>d) Duration of the requirement</li> <li>e) Role performed in project</li> </ul>	<p><b>0 points.</b> Requirement(s) is not comparable to the services in the identified SOW chapter. The size, value, scope role, and complexity are less than the requirement.</p> <p><b>60 point.</b> The requirement(s) submitted is somewhat comparable to the identified SOW chapter. Somewhat comparable is defined as a minimum of one characteristic (size, scope, role, value and complexity) are at least the same as the requirement</p> <p><b>100 points.</b> The requirement(s) submitted is comparable to the identified SOW chapter. Comparable is defined as all of the characteristics (size, scope, role, value and complexity) being the same as the requirement</p> <p><b>150 points.</b> Requirement(s) size, scope, value and complexity is greater than the requirement in the SOW chapter.</p>	Maximum of 150 points





2.1a.16	<p><b>Point Rated Corporate Experience</b> Indicate how the example(s) are comparable to the SOW (size, scope, value, complexity, and other pertinent information)</p>	<p>In a recommended maximum of pages, describe the support services requirement(s) carried out by the Bidder (or its subcontractor)* in Annex A4.3, Facilities Maintenance of the SOW.</p> <p>The following information should be provided:</p> <ul style="list-style-type: none"> <li>a) A description of services demonstrating how and why these are similar in nature and scope to the requirements in the SOW;</li> <li>b) The annual and total value of the contract; and</li> <li>c) The name, address and telephone numbers of one client contact for the requirement.</li> <li>d) Duration of the requirement</li> <li>e) Role performed in project</li> </ul>	<p><b>0 points.</b> Requirement(s) is not comparable to the services in the identified SOW chapter. The size, value, scope, role and complexity are less than the requirement.</p> <p><b>60 point.</b> The requirement(s) submitted is somewhat comparable to the identified SOW chapter. Somewhat comparable is defined as a minimum of one characteristic (size, scope, role, value and complexity) are at least the same as the requirement</p> <p><b>100 points.</b> The requirement(s) submitted is comparable to the identified SOW chapter. Comparable is defined as all of the characteristics (size, scope, role, value and complexity) being the same as the requirement</p> <p><b>150 points.</b> Requirement(s) size, scope, role, value, duration and complexity is greater than the requirement in the SOW chapter.</p>	Maximum of 150 points
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\*For the purposes of this criterion 2.1a.1 to 2.1a.16, , Canada will consider the experience of either the Bidder and or any of its proposed subcontractor(s) for any one section. However, for subcontractor experience to be accepted, the Bidder will be required, at the Bid Solicitation Phase and during the performance of any resulting contract, to continue to use the services of that subcontractor, unless the consent of the Contracting Authority is given to make a change.

For subcontractor experience, the Bidder is required to provide a letter from the subcontractor confirming the subcontractor’s commitment to act as a subcontractor to the Bidder if awarded the Goose Bay base services contract; if this letter is not included in the bid on bid closing date, Failure to comply with these terms may result in the proposed subcontractors experience not being considered for evaluation purposes.



2.1b	<p><b>Northern Requirements</b> The examples submitted are in a Northern location.</p>	<p>The 16 requirements submitted in 2.1a (above), will be evaluated for the geographical location.</p>	<p><b>0 points.</b> No examples provided are above parallel 60 or in an area with comparable climate to Northern Canada i.e, colder winter conditions with heavy snowfalls, and short summers in an isolated area.</p> <p><b>5 Points.</b> At least one example is above parallel 60 and in Northern Canada or in an area with comparable climate to Northern Canada i.e, colder winter conditions and heavy snowfalls conditions, and short summers in an isolated area.</p>	<p>Maximum of 5 points for each of the 16 criteria in 2.1a above</p> <p>Maximum of points 80</p>
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## 2.2 Functional Rated Criteria

This criterion assesses the degree to which the proposal identifies and substantiates in detail the underlying understanding of the functional and technical requirements specific to each Annex of the SOW

No.	Part 2 Point Rated Criteria	Submission Requirement	Evaluation Schema	Available Points
2.2a	<p><b>Technical Plan</b></p> <p>The response will be evaluated based on:</p> <ul style="list-style-type: none"> <li>• The degree to which it demonstrates the Bidder’s understanding of and compliance with the requirements of the Annex, including:               <ul style="list-style-type: none"> <li>○ Activities required;</li> <li>○ Roles and responsibilities,</li> </ul> </li> <li>• Canada’s view of the reasonableness, feasibility and effectiveness of the plan.</li> <li>• The degree to which the approach demonstrates best value to Canada; and,</li> <li>• The level of consistency with the rest of the Bidder’s proposal.</li> </ul>	<p>The Bidder should submit one technical plan for each Annex of the SOW. It is recommended that each plan be 10 pages maximum.</p> <p>The technical plan should include:</p> <ul style="list-style-type: none"> <li>• a description of a recommended approach to completing the work in each Annex, including:</li> <li>• A strategy for minimizing disruptions to occupants and operations;</li> <li>• Identification of areas where cost savings and improvements in sustainability can be achieved and the strategy for achieving these results;</li> <li>• An abbreviated project plan that includes the activities required and describes how the plan will be implemented.</li> <li>• An explain of how the plan will address each element of the requirement section found in the relevant SOW Annex.</li> </ul>	<p><b>0 points</b> Does not demonstrate an understanding of the requirement, nor does it sufficiently address the criteria</p> <p><b>20 points</b> Demonstrates a limited understanding of the requirements in some areas. Limited defined as many elements not adequately addressed or there is reliance on generic description, it is non-project specific.</p> <p><b>30 points</b> Demonstrates an incomplete understanding of the requirements and broad goals and objectives. Incomplete is defined as most of the elements have been addressed, or all elements have been addressed but lacks information or specifics.</p> <p><b>40 points</b> Demonstrates a very good understanding of the requirements and broad goals and objectives. Very good is defined as addresses all of the elements, there is a minor lack of information.</p> <p><b>50 points</b> Demonstrates an excellent understanding of the requirements and</p>	Maximum of 50 points



No.	Part 2 Point Rated Criteria	Submission Requirement	Evaluation Schema	Available Points
			broad goals and objectives. Very clearly addresses all of the elements outlined.	
2.2b	<p><b>Delivery of Services Plan.</b></p> <p>The response will be evaluated based on:</p> <ul style="list-style-type: none"> <li>• The degree to which it demonstrates the Bidder’s understanding of and compliance with the requirements of the Annex, including:               <ul style="list-style-type: none"> <li>○ Roles and responsibilities, and</li> <li>○ Areas that need to be addressed,</li> <li>○ Coordination required with the relevant stakeholders</li> </ul> </li> <li>• Canada’s view of the reasonableness, feasibility and effectiveness of the approach; and,</li> <li>• The level of consistency with the rest of the Bidder’s proposal.</li> </ul>	<p>The Bidder should submit one Delivery of Service Plan description for each Annex of the SOW. It is recommended that each plan be 10 pages maximum.</p> <ul style="list-style-type: none"> <li>a) How services provided in an Annex can complement another Annex, and/or how services in one Annex are dependent on other Annexes.</li> <li>b) Challenges and constraints,</li> <li>c) An understanding of the Annexes various participants and stakeholders.</li> </ul>	<p><b>0 points</b> Plan does not demonstrate an understanding of the requirement</p> <p><b>20 points</b> Plan demonstrates a limited understanding of the requirements in some areas. Limited is defined as many elements not adequately addressed or there are key steps missing in the plan.</p> <p><b>30 points</b> Plan demonstrates an incomplete understanding of the requirements. Incomplete is defined as most of the elements have been addressed, or all elements have been addressed but lacks information or specifics.</p> <p><b>40 points</b> Plan demonstrates a very good understanding of the requirements. Very good is defined as addresses all of the elements, there is a minor lack of information.</p> <p><b>50 points</b> Plan demonstrates an excellent understanding of the requirements. Very clearly addresses all of the elements outlined.</p>	Maximum of 50 points



No.	Part 2 Point Rated Criteria	Submission Requirement	Evaluation Schema	Available Points
2.2c	<p><b>Staffing Plan</b></p> <p>The response will be evaluated based on:</p> <ul style="list-style-type: none"> <li>• The degree to which it demonstrates the Bidder’s understanding of and compliance with the requirements of the Annex.</li> <li>• The degree to which the approach includes a comprehensive and feasible plan to address any staffing issues, where this is required</li> <li>• The degree to which different strategies are effectively addressed.</li> <li>• Canada’s view of the reasonableness, feasibility and effectiveness of the Staffing plan.</li> </ul>	<p>The Bidder should submit one Staffing Plan for each Annex of the SOW. It is recommended that each plan be 10 pages maximum.</p> <p>The Staffing Plan should show the:</p> <ol style="list-style-type: none"> <li>a) Recruitment strategy to be used to attract and retain qualified employees, including but not limited to incentives, region of employment, and resources;</li> <li>b) Training strategy, both initial and recurring, to ensure that all of its personnel understand, comply and adhere to all relevant regulations and security policies, provide its personnel with appropriate resources and equipment to carry out their respective duties.</li> <li>c) Replacement strategy including transportation and relocation arrangements to fill needs which are not available in the local labour market for both temporary and full-time positions and Bidder’s provisions, if any, for filling key positions as required, to maintain high quality management;</li> <li>d) List any risks that might prevent the Bidder from achieving the proposed</li> </ol>	<p><b>0 points</b> Does not demonstrate an understanding of the requirement, nor does it sufficiently address the criteria</p> <p><b>20 points</b> Demonstrates a limited understanding of the requirements in some areas. Limited is defined as many elements not adequately addressed or reliance on generic description, it is non-project specific.</p> <p><b>30 points</b> Demonstrates an incomplete understanding of the requirements and broad goals and objectives. Incomplete is defined as most of the elements have been addressed, or all elements have been addressed but lacks information or specifics.</p> <p><b>40 points</b> Demonstrates a very good understanding of the requirements and broad goals and objectives. Very good is defined as addresses all of the elements, minor lack of information.</p> <p><b>50 points</b> Demonstrates an excellent understanding of the requirements and broad goals and objectives. Excellent is defined as very clearly addresses all of the elements.</p>	<p>Maximum of 50 points</p>



No.	Part 2 Point Rated Criteria	Submission Requirement	Evaluation Schema	Available Points
		<p>plan and strategies for mitigating that risk. If there are no risks indicate N/A;</p> <p>e) Contingency plan to minimize disruption to services due to local labour unavailability which arises after contract award due to, but not limited to, strikes and/or increase in other local employment opportunities;</p>		

### 2.3 Personnel and Resources Rated Criteria

No.	Part 2 Point Rated Criteria	Submission Requirement	Evaluation Schema	Available Points
2.3a	<p><b>Key Personnel, Point Rated</b></p> <p>The response will be evaluated based on the degree to which it clearly demonstrates that the resource is experienced and has qualifications directly related to the services described in the SOW.</p>	<p>For each Key Discipline/functions identified below, information should be presented in a form that clearly demonstrates the expertise of that individual. There must be no overlap or duplication of Key Discipline Individual function.</p> <ul style="list-style-type: none"> <li>a) Contractor Site Manager</li> <li>b) Contractor Program Manager</li> <li>c) Logistics Manager</li> <li>d) Operations Manager</li> <li>e) Engineering Manager</li> <li>f) Quality Control and Assurance Manager</li> <li>g) Telecommunications and Information Systems (TIS) Manager</li> <li>h) Supply Manager</li> </ul>	<p><b>8 points</b> Individual has some qualifications and experience, but lacks adequate response in some of the required areas. Information provided is somewhat generic.</p> <p><b>14 points</b> Individual is adequately qualified and/or experienced. Individual has been involved in projects related to the SOW. Individual has a combination of years of experience and qualifications that indicates a reasonable expectation that the Individual is capable of completing the required role.</p> <p><b>20 points</b> Individual is highly qualified and experienced. Has significant experience in role. Past projects provide full substantiation of relevance in role.</p>	<p>20 points per individual</p> <p>Maximum of 180 points</p>



No.	Part 2 Point Rated Criteria	Submission Requirement	Evaluation Schema	Available Points
		<p>i) Health and Safety Officer</p> <p>The experience and qualifications of the proposed resource:</p> <p>a) Professional accreditation, and; Accomplishments/achievements/awards in their disciplines</p> <p>b) A demonstration of experience relevant to the requirement in their discipline or specialty, including total number of years' experience within the last 15 years.</p> <p>c) For each referenced project include:</p> <ul style="list-style-type: none"> <li>• the general project description,</li> <li>• the specific responsibility of the individual on the referenced project and degree of involvement.</li> <li>• the Annex of the SOW and be specific enough to make direct linkages of relevance to the services identified in the SOW.</li> </ul> <p>d) For each reference project, provide one client reference - name, phone and e-mail.</p>	<p>Individual has been directly involved in projects related to the SOW. Information is complete. The information provided demonstrates a high expectation that the individual proposed will succeed in the role.</p>	
2.3b	<p><b>DND Experience</b></p> <p>The resource has experience working with DND through being an employee/military</p>	<p>The information from 2.3a will be used to assess this criteria.</p>	<p><b>0 points</b> No experience</p> <p><b>5 points</b> Experience working with DND.</p>	<p>5 points per individual</p> <p>Maximum 45 points</p>



No.	Part 2 Point Rated Criteria	Submission Requirement	Evaluation Schema	Available Points
	service or on a contracted requirement.			
2.3 c	<p><b>Real Property Quality Control and Assurance Manager, Point Rated for Annex A4</b></p> <p>The submission will be evaluated based on its completeness and the degree to which it provides the evaluation team with a high level of confidence that the person has the education as well as the experience to fulfill the role and responsibilities proposed for the project.</p>	<p>For the Real Property Quality Control and Assurance Manager, information should be presented in a form that demonstrates the expertise of that individual.</p> <p>The experience and qualifications of the proposed resource:</p> <ul style="list-style-type: none"> <li>a) Professional accreditation, and Accomplishments / achievements /awards in their disciplines;</li> <li>b) A demonstration of experience relevant to the requirement in their discipline or specialty, including total number of years' experience within the last 15 years.</li> <li>c) For each referenced project include: <ul style="list-style-type: none"> <li>a. the general project description;</li> <li>b. the specific responsibility of the individual on the referenced project and degree of involvement;</li> <li>c. the Annex of the SOW and be specific enough to make direct linkages of relevance to the services identified in the SOW.</li> </ul> </li> </ul> <p>For each referenced project, provide one client reference - name, phone and e-mail</p>	<p><b>0 points.</b> Individual does not possess the qualifications and experience required. Referenced projects are unrelated to the SOW in their area of specialty. Information is significantly lacking or generic.</p> <p><b>40 points.</b> Individual has some qualifications and experience, but lacks adequate response in some of the required areas. Information provided is somewhat generic.</p> <p><b>80 points.</b> Individual is adequately qualified and / or experienced. Individual has been involved in projects related to the SOW. Individual has a combination of years of experience and qualifications that indicates a reasonable expectation that the Individual is capable of completing the required role.</p> <p><b>100 points.</b> Individual is highly qualified and experienced. Has significant experience in role. Past projects provide full substantiation of relevance in role. Individual has been directly involved in projects related to the SOW. Information is complete. The information provided demonstrates a</p>	<p>Maximum 100 points</p>





No.	Part 2 Point Rated Criteria	Submission Requirement	Evaluation Schema	Available Points
			high expectation that the individual proposed will succeed in the role.	

### 2.4 Real Property Management Services

No.	Part 2 Point Rated Criteria	Submission Requirement	Evaluation Schema	Available Points
2.4 a	<p><b>Service Delivery Real Property (RP) Management Services</b> The response will be evaluated based on:</p> <ul style="list-style-type: none"> <li>The degree to which the response demonstrates a comprehensive, cost effective, and responsive approach to delivering the required RP services in the North or isolated area with colder climate;</li> <li>The degree to which the response demonstrates a comprehensive understanding of the Industrial Security requirements of the contract and a responsive approach</li> </ul>	<p>It is recommended to limit to no more than 10 pages in length. The Bidder should describe its proposed approach to delivering the maintenance and support services described in the SOW, including:</p> <ul style="list-style-type: none"> <li>The degree to which the response demonstrates a comprehensive, cost effective, and responsive approach to delivering the required RP services in the North or isolated area with colder climate;</li> <li></li> <li>The degree to which the response demonstrates a comprehensive understanding of the Industrial Security requirements of the contract and a responsive RP approach to implementing and managing these requirements;</li> </ul>	<p><b>0 points.</b> Plan does not demonstrate an understanding of the requirement</p> <p><b>20 points.</b> Plan demonstrates a limited understanding of the requirements in some areas. Limited is defined as many elements not adequately addressed or there are key steps missing in the plan.</p> <p><b>30 points.</b> Plan demonstrates an incomplete understanding of the requirements. Incomplete is defined as most of the elements have been addressed, or all elements have been addressed but lacks information or specifics.</p> <p><b>40 points.</b> Plan demonstrates a very good understanding of the requirements. Very good is defined as addresses all of the elements, there is a minor lack of information.</p>	Maximum of 50 points



No.	Part 2 Point Rated Criteria	Submission Requirement	Evaluation Schema	Available Points
	<p>to implementing and managing these requirements;</p> <ul style="list-style-type: none"> <li>• The degree to which the approach addresses the requirements of the SOW;</li> <li>• The degree to which the approach is effectively linked to quality, OHS, and client satisfaction objectives and processes;</li> <li>• The feasibility of the approach;</li> <li>• The degree to which the approach demonstrates best value to Canada; and</li> <li>• The degree to which different RP asset types, work priorities and geographic locations are effectively addressed.</li> </ul>	<ul style="list-style-type: none"> <li>• The degree to which the RP approach addresses the requirements of the SOW;</li> <li>• The degree to which the RP approach is effectively linked to quality, OHS, and client satisfaction objectives and processes;</li> <li>• The feasibility of the approach;</li> <li>• The degree to which the approach demonstrates best value to Canada; and</li> <li>• The degree to which different RP asset types, work priorities and geographic locations are effectively addressed.</li> </ul>	<p><b>50 points.</b> Plan demonstrates an excellent understanding of the requirements. Very clearly addresses all of the elements outlined.</p>	
2.4 b	<p><b>Task Authorizations (TAs) Real Property (RP) Projects</b></p> <p>The response will be evaluated based on its completeness and by considering:</p>	<p>It is recommended to limit to no more than 10 pages in length. The Bidder should describe its proposed approach to deliver Task Authorizations as described in this solicitation including:</p> <ul style="list-style-type: none"> <li>• The proposed Service Delivery Regime and how it will ensure TA projects are</li> </ul>	<p><b>0 points.</b> Information is insufficient to properly address the criteria. Insufficient is defined as lacking complete or almost complete understanding of the requirement, there is a significant lack of information.</p>	Maximum of 40 points



No.	Part 2 Point Rated Criteria	Submission Requirement	Evaluation Schema	Available Points
	<ul style="list-style-type: none"> <li>• The degree to which the approach addresses the requirements of this document and the SOW;</li> <li>• The degree to which the approach is effectively linked to quality, OHS, and client satisfaction;</li> <li>• The feasibility of the approach;</li> <li>• The degree to which the approach demonstrates best value to Canada; and</li> <li>• The degree to which different RP categories of projects and geographic locations are effectively addressed.</li> </ul>	<ul style="list-style-type: none"> <li>• being delivered on time, on scope, and on budget;</li> <li>• The delivery method for the services to be supplied (i.e. internal or external resources) and how this will provide best value to Canada;</li> <li>• The approach to tailoring its project management and delivery processes and tools for the different categories of TA projects described in the SOW, considering their complexity and risk; and</li> <li>• The approach to supporting projects delivered by others such as Defence Construction Canada (DCC), visiting units or other contractors.</li> <li>• The degree to which different categories of RP projects and geographic locations are effectively addressed.</li> </ul>	<p><b>16 points.</b> Describes an incomplete approach to deliver Additional Work Requests that may be capable of meeting the requirements. An incomplete approach is defined as an approach that addresses most but not all of the elements outlined, there are noticeable gaps.</p> <p><b>28 points.</b> Describes a very good approach to deliver Additional Work Requests that is tailored and should be well capable to meet the requirements. A very good approach is defined as an approach that addresses all of the elements outlined, there are minor gaps.</p> <p><b>40 points.</b> Demonstrates an excellent and effective approach to deliver Additional Work Requests, tailored and more than capable to meet the requirements. An excellent and effective plan is defined as a plan that very clearly addresses all of the elements outlined.</p>	

## 2.5 Organization Point Rated Criteria

This criterion will assess the Bidder’s proposed team composition, organizational structure (Including roles, responsibilities and accountabilities within the Bidder’s Team), capacity and resourcing approach to deliver the various services specified.

No.	Part 2 Point Rated Criteria	Submission Requirement	Evaluation Schema	Available Points
2.5 a	<p><b>Project management plan</b></p> <p>The response will be evaluated based on the degree to which the response clearly demonstrates that the Bidder’s Project Management (PM) approach will ensure services are delivered according to established quality standards, and are supported by a risk management framework.</p>	<p>The Bidder should submit a Project Management plan. It is recommended that the plan be no longer than 20 pages</p> <p>The Bidder should describe their Project Management (PM) approach and capability to ensure services are delivered according to established quality standards, and are supported by a risk management framework, including:</p> <ul style="list-style-type: none"> <li>a) A risk management plan to ensure Contract Management effectiveness across all Annexes of the SOW and responsiveness for the duration of the contract.</li> <li>b) A Communication plan describing key points of contact, how information will be created, collected and distributed.</li> <li>c) Quality control techniques related to the deliverables, all services and the overall standards of performance of the work</li> </ul>	<p><b>0 points</b> Information is insufficient to properly address the criteria. Insufficient is defined as lacking complete or almost complete understanding of the requirement, there is a significant lack of information.</p> <p><b>40 points</b> Describes an incomplete PM plan that may be capable of meeting the requirements. An incomplete plan is defined as a plan that addresses most but not all of the elements outlined, there are noticeable gaps</p> <p><b>70 points</b> Describes a very good PM plan that is tailored and should be well capable to meet the requirements. A very good plan is defined as a plan that addresses all of the elements outlined, there are minor gaps.</p> <p><b>100 points</b> Demonstrates an excellent and effective PM plan, tailored and more than capable to meet the requirements. An excellent and effective plan is defined as a plan that very clearly addresses all of the elements outlined.</p>	Maximum of 100 Points



No.	Part 2 Point Rated Criteria	Submission Requirement	Evaluation Schema	Available Points
2.5 b	<p><b>Organizational strategy</b></p> <p>The response will be evaluated based on the degree to which the response clearly demonstrates that the Bidder’s Organizational strategy will be successful in meeting the requirements of the SOW including the following:</p> <ul style="list-style-type: none"> <li>• The degree to which the organizational strategy will be effective in meeting the requirements of the Solicitation;</li> <li>• The degree to which the organizational strategy demonstrates best value to Canada; and,</li> <li>• The flexibility of the organizational strategy to adapt to change, including changes in the volume of work,</li> </ul>	<p>The Bidder should submit an organizational strategy describing the steps the Bidder intends to take to be successful in this requirement. It is recommended that the strategy be no longer than 5 pages</p> <p>The Organizational strategy should include the following elements:</p> <ol style="list-style-type: none"> <li>a) the proposed strategy for assigning functions to and managing relationships between the Bidder’s internal resources, subcontractors, and business partners, and DND;</li> <li>b) how this strategy will provide best value to Canada;</li> <li>c) address the requirements of the SOW; and</li> <li>d) describe the Bidder’s approach to ensuring appropriate skills are developed and maintained for resources rendering services under the SOW, including any apprenticeship/mentor ship initiatives.</li> </ol>	<p><b>0 points</b> Information is insufficient to properly address. Insufficient is defined as: a strategy that does not give the evaluators confidence that it will be successful in meeting the requirements of the SOW, or, there is a significant lack of information.</p> <p><b>40 points</b> The Organizational strategy is lacking and may be capable of meeting the requirements. The strategy is lacking in that it addresses most but not all of the elements outlined, there are noticeable gaps.</p> <p><b>70 points</b> The Organizational Strategy is a very good strategy that is tailored and is very capable of meeting the requirements. The strategy addresses all of the elements outlined. Minor gaps.</p> <p><b>100 points</b> The Organizational Strategy is an excellent strategy that is tailored and more than capable to meet the requirements. The Organizational Strategy very clearly addresses all of the elements outlined.</p>	Maximum of 100 points
2.5 c	<p><b>Governance Model</b></p> <p>The response will be evaluated based on the degree to which the Bidder</p>	<p>The Bidder should submit their project governance model showing that their decision making framework is logical, robust and repeatable. It is recommended that the plan be no longer than 5 pages.</p>	<p><b>0 points</b> Information is insufficient to properly address. Insufficient is defined as a Project Governance Model that is not capable of meeting this requirement</p>	Maximum of 100 points



No.	Part 2 Point Rated Criteria	Submission Requirement	Evaluation Schema	Available Points
	<p>demonstrates its project governance model is logical, robust, repeatable and capable of meeting the requirement, including the following:</p> <ul style="list-style-type: none"> <li>• The overall effectiveness of the governance model in meeting the requirement; and</li> <li>• The degree to which the governance model effectively manages risk.</li> </ul>	<p>The Bidder should include the following elements in their submission:</p> <ol style="list-style-type: none"> <li>a) How the model ensures clear lines of accountability;</li> <li>b) The integration between the different functional areas involved in delivering services;</li> <li>c) Effective management of risk, and;</li> <li>d) Corporate responsiveness to issues and requests that may come up during the Contract.</li> </ol>	<p>or there is a significant lack of information.</p> <p><b>40 points</b> The Project Governance Model is incomplete but may be capable of meeting the requirement. An incomplete model is defined as a model that addresses most but not all of the elements outlined, there are noticeable gaps.</p> <p><b>70 points</b> The Project Governance Model is very good, it is tailored and is very capable of meeting the requirements. A very good model is defined as a model that addresses all of the elements outlined. Minor gaps.</p> <p><b>100 points</b> The Project Governance Model is excellent, it is tailored and more than capable of meeting the requirements. A more than capable model is defined as a model that very clearly addresses all of the elements outlined.</p>	
2.5 d	<p><b>Delivery of Management Services Plan</b></p> <p>The response will be evaluated based on the degree to which the Management Services Plan demonstrates</p>	<p>The Bidder should submit a Management Services plan. It is recommended that the plan be no longer than 10 pages. Examples can be given from multiple projects. The Management Services plan should describe the Bidder’s track record in controlling and reducing costs, maintaining</p>	<p><b>0 points</b> Information is insufficient to properly address the criteria. Insufficient is defined as lacking complete or almost complete understanding of the requirement, there is a significant lack of information.</p>	Maximum of 100 points



No.	Part 2 Point Rated Criteria	Submission Requirement	Evaluation Schema	Available Points
	<p>the Bidder's success in controlling costs while maintaining service performance levels, and client satisfaction while delivering services of a similar nature and scope to those described in the Solicitation</p>	<p>satisfactory performance, and client satisfaction while delivering services of a similar nature and scope to those described in the SOW. The Management Services Plan should include the following elements:</p> <ul style="list-style-type: none"> <li>a) A description of services provided, demonstrating how and why these are of a similar nature and scope to the services described in this requirement; including: <ul style="list-style-type: none"> <li>• The period over which the services were provided;</li> <li>• One client business and operating name, and point of contact including full name, title, phone number and email address.</li> </ul> </li> <li>b) if there were any cost savings;</li> <li>c) the considerations that went into developing the cost control approach;</li> <li>d) the methods used to achieve the cost control; and</li> <li>e) the process for ensuring that client satisfaction is maintained</li> </ul>	<p><b>40 points</b> Describes an incomplete Management Services plan that may be capable of meeting the requirements. An incomplete plan is defined as a plan that addresses most but not all of the elements outlined, there are noticeable gaps</p> <p><b>70 points</b> Describes a very good Management Services plan that is tailored and should be well capable to meet the requirements. A very good plan is defined as a plan that addresses all of the elements outlined, there are minor gaps.</p> <p><b>100 points</b> Demonstrates an excellent and effective Management Services plan, tailored and more than capable to meet the requirements. An excellent and effective plan is defined as a plan that very clearly addresses all of the elements outlined.</p>	
2.5 e	<p><b>Supply and Financial Administration Control Plan</b></p> <p>The response will be evaluated based on the degree to which the response clearly demonstrates that the</p>	<p>The Bidder should submit a Supply and Financial Administration plan. It is recommended that the plan be no longer than 10 pages.</p> <p>The Bidder should describe:</p>	<p><b>0 points</b> Information is insufficient to properly address the criteria. Insufficient is defined as lacking complete or almost complete understanding of the requirement, there is a significant lack of information.</p>	<p>Maximum of 100 points</p>





No.	Part 2 Point Rated Criteria	Submission Requirement	Evaluation Schema	Available Points
	<p>Bidder's Supply and Financial Administration plan shows a supply process to achieve best value to Canada, including the degree to which:</p> <ul style="list-style-type: none"> <li>• the approach encourages competition;</li> <li>• the approach demonstrates that best value to Canada will be achieved in the provision of requirements described in this Solicitation;</li> <li>• the response demonstrates a comprehensive, cost effective, and responsive approach to procurement in the North or isolated area with a colder climate; and the degree to which the approach adapts to the type of services being procured.</li> </ul>	<p>a) How it will provide open, fair, transparent, accessible and timely supply processes that encourage competition and demonstrate best value to Canada in the provision of this requirement;</p> <p>b) Any strategies and approaches it will use to ensure that costs and efforts are commensurate with the value and risk associated with the requirement; and</p> <p>c) The approach to internal controls and audit processes to ensure that expenditures are appropriate and are authorized.</p>	<p><b>40 points</b> Describes an incomplete Supply and Financial Administration plan that may be capable of meeting the requirements. An incomplete plan is defined as a plan that addresses most but not all of the elements outlined, there are noticeable gaps.</p> <p><b>70 points</b> Describes a very good Supply and Financial Administration plan that is tailored and should be well capable to meet the requirements. A very good plan is defined as a plan that addresses all of the elements outlined, there are minor gaps.</p> <p><b>100 points</b> Demonstrates an excellent and effective Supply and Financial Administration plan, tailored and more than capable to meet the requirements. An excellent and effective plan is defined as a plan that very clearly addresses all of the elements outlined.</p>	
2.5 f	<p><b>Quality Management Plan</b></p> <p>The response will be evaluated based on the degree to which the plan clearly demonstrates that the</p>	<p>The Bidder should submit a Quality Management plan. It is recommended that the plan be no longer than 10 pages.</p> <p>The Bidder should describe:</p>	<p><b>0 points</b> Information is insufficient to properly address the criteria. Insufficient is defined as lacking complete or almost complete understanding of the requirement, there is a significant lack of information.</p>	<p>Maximum of 100 points</p>





No.	Part 2 Point Rated Criteria	Submission Requirement	Evaluation Schema	Available Points
	<p>Bidder's quality management approach and a Quality Management plan is applicable to the services described in the SOW. The approach includes incident and non-conformance resolution and manages client satisfaction.</p>	<p>a) Its approach to quality management and how a Quality Management system will be applied to the delivery of the services described in the SOW;</p> <p>b) How it will address incident and non-conformance resolution internally within its organization, with its subcontractors and with Canada; and</p> <p>c) How it will manage client satisfaction as part of its Quality Management Plan.</p>	<p><b>40 points</b> Describes an incomplete Quality Management plan that may be capable of meeting the requirements. An incomplete Quality Management plan is defined as a plan that addresses most but not all of the elements outlined, there are noticeable gaps.</p> <p><b>70 points</b> Describes a very good Quality Management plan that is tailored and should be well capable to meet the requirements. A very good plan is defined as a plan that addresses all of the elements outlined, there are minor gaps.</p> <p><b>100 points</b> Demonstrates an excellent and effective Quality Management plan, tailored and more than capable to meet the requirements. An excellent and effective plan is defined as a plan that very clearly addresses all of the elements outlined.</p>	
2.5 g	<p><b>Environmental Management Plan</b></p> <p>The response will be evaluated based on the degree to which the Environmental Management Plan clearly demonstrates that the</p>	<p>The Bidder should submit an Environmental Management Plan. It is recommended that the plan be no longer than 10 pages.</p> <p>The Bidder should describe their existing policies, guidelines and commitments relating to environment and how they are similar to DAOD 4003-0, Environmental Protection and</p>	<p><b>0 points</b> Information is insufficient to properly address the criteria. Insufficient is defined as lacking complete or almost complete understanding of the requirement, there is a significant lack of information.</p>	Maximum of 100 points



No.	Part 2 Point Rated Criteria	Submission Requirement	Evaluation Schema	Available Points
	<p>Bidder's existing policies, guidelines, commitments and stewardship plan relating to the environment are similar to the DND: DAOD 4003-0, Environmental Protection and Stewardship.</p>	<p>Stewardship, including its environmental stewardship plan with regards to this requirement:</p> <ul style="list-style-type: none"> <li>a) The Bidder's guidelines or policies relating to environment and how they will be adapted to this requirement</li> <li>b) Environmental commitments of the Bidder; and how they will be adapted to this requirement</li> <li>c) Identification of key environmental issues across this requirement and strategies for managing them effectively.</li> </ul>	<p><b>40 points</b> Describes an incomplete Environmental Management plan that may be capable of meeting the requirements. An incomplete Environmental Management plan is defined as a plan that addresses most but not all of the elements outlined, there are noticeable gaps.</p> <p><b>70 points</b> Describes a very good Environmental Management plan that is tailored and should be well capable to meet the requirements. A very good plan is defined as a plan that addresses all of the elements outlined, there are minor gaps.</p> <p><b>100 points</b> Demonstrates an excellent and effective Environmental Management plan, tailored and more than capable to meet the requirements. An excellent and effective plan is defined as a plan that very clearly addresses all of the elements outlined.</p>	
2.5 h	<p><b>Fluctuations-Personnel/Maintenance Plan</b></p> <p>The response will be evaluated based on the degree to which the fluctuation plan clearly demonstrates that the</p>	<p>The Bidder should submit a plan detailing how they will meet personnel and maintenance fluctuations above and below normal day to day business volume. It is recommended that the plan be no longer than 10 pages.</p> <p>Plan should include the following elements:</p>	<p><b>0 points</b> Information is insufficient to properly address. Insufficient is defined as: lacking a complete or almost complete understanding of the requirement, there is a significant lack of information.</p>	<p>Maximum of 100 points</p>



No.	Part 2 Point Rated Criteria	Submission Requirement	Evaluation Schema	Available Points
	Bidder is capable of meeting personnel and maintenance fluctuations above and below normal day to day business volume.	a) Personnel: <ul style="list-style-type: none"> <li>• The Bidder’s capacity;</li> <li>• Ability; and</li> <li>• Method to effectively respond to personnel fluctuations above and below normal day to day business volume.</li> </ul> b) Maintenance: <ul style="list-style-type: none"> <li>• How the Bidder will augment resources beyond the regular maintenance functions to complete improvement(s) as required in the SOW.</li> </ul>	<p><b>40 points</b> The plan is incomplete but may be capable of meeting the requirements. An incomplete plan is defined as a plan that addresses most but not all of the elements outlined, there are noticeable gaps</p> <p><b>70 points</b> Demonstrates a very good plan, tailored and is very capable to meet the requirements. A very good plan is defined as a plan that addresses all of the elements outlined. Minor gaps.</p> <p><b>100 points.</b> Demonstrates an excellent plan tailored and more than capable to meet the requirements. A more than capable plan is defined as a plan that very clearly addresses all of the elements outlined.</p>	

### 2.6 Social Procurement Rated Criteria

No.	Part 2 Point Rated Criteria	Submission requirements	Evaluation Schema	Available Points
2.6 a	<p><b>Social Procurement Plan</b></p> <p>The response will be evaluated based on the degree to which the response demonstrates a</p>	It is recommended that the Bidder submit answers in no more than 2 pages.	<b>0 points</b> Information is insufficient to properly address the criteria. Insufficient is defined as lacking complete or almost complete understanding of the	Maximum of 50 Points



No.	Part 2 Point Rated Criteria	Submission requirements	Evaluation Schema	Available Points
	<p>clear understanding of social procurement/GBA+ in the workforce and a feasible approach to increasing of social procurement/GBA+ awareness.</p> <p>*GBA+ as defined by the Treasury Board Secretariat of Canada: <a href="https://www.tbs-sct.gc.ca/hgw-cgf/oversight-surveillance/tbs-pct/gba-oacs-eng.asp">https://www.tbs-sct.gc.ca/hgw-cgf/oversight-surveillance/tbs-pct/gba-oacs-eng.asp</a></p> <p>It is encouraged to also refer to the Status of Women Canada website: <a href="http://www.swc-cfc.gc.ca/gba-acs/index-en.html">http://www.swc-cfc.gc.ca/gba-acs/index-en.html</a>.</p>	<p>The Bidder should submit a plan demonstrating their understanding of social procurement/GBA+ in their current workforce, and how they would increase social procurement/GBA+ awareness. The plan should address the questions below:</p> <ul style="list-style-type: none"> <li>• What are the current socio-demographic characteristics of your workforce? Are there any segments of the population that are under-represented (e.g. women, Indigenous people, youth)?</li> <li>• What are the barriers to participation for under-represented groups (e.g. shift-work, remote location, employer stereotypes)? Can measures be developed to address any perceived or identified barriers?</li> <li>• Is training available to those delivering services to ensure they are sensitive to the needs of all people?</li> </ul>	<p>requirement, there is a significant lack of information.</p> <p><b>25 points</b> Describes good knowledge of social procurement/GBA+, and a good approach in developing GBA+. A good plan is defined as a plan that addresses most but not all of the questions, there are noticeable gaps</p> <p><b>35 points</b> Describes a very good knowledge of social procurement/GBA+, and a very good approach in developing GBA+. A very good plan is defined as a plan that addresses all of the questions, there are minor gaps.</p> <p><b>50 points</b> Demonstrates excellent and effective knowledge of social procurement/GBA+, the plan is tailored and more than capable to meet the requirements. An excellent and effective plan is defined as a plan that very clearly addresses all of the questions.</p>	



## 2.7 Vegetation Management Plan

No.	Criteria	Submission requirements	Schema	Available Points
2.7a	<p>Vegetation Management Plan (VMP)</p> <p>The response will be evaluated based on the degree to which the plan clearly demonstrates that the bidder's VMP is applicable to the services described in the SOW.</p>	<p>The Bidder should submit a VMP. It is recommended that the plan be no longer than 5 pages. The plan should address:</p> <ul style="list-style-type: none"> <li>• Aerodrome Bird and Wildlife Control; and</li> <li>• Vegetation Control including Grass Cutting Program.</li> </ul>	<p><b>0 points</b> Information is insufficient to properly address. Insufficient is defined as: lacking a complete or almost complete understanding of the requirement, there is a significant lack of information.</p> <p><b>25 points</b> The plan is incomplete but may be capable of meeting the requirements. An incomplete plan is defined as a plan that addresses most but not all of the elements outlined, there are noticeable gaps</p> <p><b>35 points</b> Demonstrates a very good plan, tailored and is very capable to meet the requirements. A very good plan is defined as a plan that addresses all of the elements outlined. Minor gaps.</p> <p><b>50 points.</b> Demonstrates an excellent plan tailored and more than capable to meet the requirements. A more than capable plan is defined as a plan that very clearly addresses all of the elements outlined.</p>	Maximum of 50 Points



## 2.8 Snow and Ice Control Plan

No.	Criteria	Submission requirements	Evaluation Schema	Available
2.8a	<p>Snow and Ice Control (SNIC)</p> <p>The response will be evaluated based on the degree to which the plan clearly demonstrates that the bidder's SNIC Plan is applicable to the services described in the SOW.</p>	<p>The Bidder should submit a SNIC plan. It is recommended that the plan be no longer than 10 pages. The plan should:</p> <ul style="list-style-type: none"> <li>- provide a plan/program for snow and ice control from roadways, airfields, designated bldg entrances, and sidewalks.</li> </ul>	<p><b>0 points</b> Information is insufficient to properly address. Insufficient is defined as: lacking a complete or almost complete understanding of the requirement, there is a significant lack of information.</p> <p><b>40 points</b> The plan is incomplete but may be capable of meeting the requirements. An incomplete plan is defined as a plan that addresses most but not all of the elements outlined, there are noticeable gaps</p> <p><b>70 points</b> Demonstrates a very good plan, tailored and is very capable to meet the requirements. A very good plan is defined as a plan that addresses all of the elements outlined. Minor gaps.</p> <p><b>100 points.</b> Demonstrates an excellent plan tailored and more than capable to meet the requirements. A more than capable plan is defined as a plan that very clearly addresses all of the elements.</p>	Maximum of 100 Points



### 2.9 Optimized Maintenance Program and Building Optimization Plan

No.	Criteria	Submission requirements	Evaluation Schema	Available
2.9a	<p><b>Optimized Maintenance Program and Building Optimization Plan</b></p> <p>The response will be evaluated based on the degree to which the response demonstrates an efficient model that will effectively deliver all services described in the SOW.</p>	<p>In approximately three (3) pages, the Bidder should describe the following:</p> <ul style="list-style-type: none"> <li>a) how they will incorporate Preventive and Corrective Maintenance into the Building Optimization Plan.</li> <li>b) the process to record and measure (for instance the Facility and System Condition Indexing) real property improvements, innovations and lifecycle changes to the Building Condition Assessments.</li> <li>c) a way to record, plan for and implement all RP projects that are noticed through walk arounds, calls and visual inspections (no 'walk by' policy)</li> </ul>	<p><b>0 points</b> Information is insufficient to Properly address. Insufficient is defined as: lacking a complete or almost complete understanding of the requirement, there is a significant lack of information.</p> <p><b>80 points</b> The plan is incomplete but may be capable of meeting the requirements. An incomplete plan is defined as a plan that addresses most but not all of the elements outlined, there are noticeable gaps.</p> <p><b>150 points</b> Demonstrates a very good plan, tailored and is very capable to meet the requirements. A very good plan is defined as a plan that addresses all of the elements outlined. Minor gaps.</p> <p><b>200 points.</b> Demonstrates an excellent plan tailored and more than capable to meet the requirements. A more than capable plan is defined as a plan that very clearly addresses all of the elements.</p>	Maximum of Points 200



## 2.10 Evaluation Criteria for Indigenous Benefits

No.	Evaluation Criteria	Submission Requirement	Evaluation Schema	Available Points
2.10.a	<p><b>Experience in delivering contracts with Indigenous Benefits</b></p> <p>The bidder has experience working on contracts or projects where Indigenous Benefits were realized.</p>	<p>The Bidder should submit examples of previous contracts or projects where Indigenous Benefits were delivered.</p> <p>The requirement shall include 2 elements:</p> <ul style="list-style-type: none"> <li>a) Number of contracts or projects delivered</li> <li>b) Value of Indigenous Benefits achieved.</li> </ul>	<p><b>Part A: Number of Project or contract</b></p> <p><b>0 points</b> 0-1 contract or project delivered</p> <p><b>30 points</b> 2 contracts or projects delivered</p> <p><b>50 points</b> 3 contracts or projects delivered</p> <p><b>Part B: Value of Indigenous Benefits Achieved (choose only 1 project or contract from above):</b></p> <p><b>0 Points</b> \$0-\$399,999.00 value</p> <p><b>20 Points</b> \$400,000.00 to \$799,000.00 value</p> <p><b>35 Points</b> \$800,000.00 to \$1,199,000.00 value</p> <p><b>50 Points:</b> \$1,200,000.00 or more</p>	Maximum of 100 points





2.10.b	<p><b>Indigenous Benefits Content</b></p> <p>The Indigenous Benefits Plan shall include a clear statement of the minimum amount of Indigenous Benefits that the Bidder proposes to provide, expressed in dollars and as a percentage of the total contract value.</p>	<p>The Bidder should submit an Indigenous Benefits Content plan outlining the percentage (%) of Indigenous Benefits proposed in relation to the final bid price.</p>	<p><b>0 points</b> 0-4% Indigenous Benefits Proposed</p> <p><b>40 points</b> 5-9% Indigenous Benefits Proposed</p> <p><b>70 points</b> 10-14% Indigenous Benefits Proposed</p> <p><b>100 points</b> 15% Indigenous Benefits Proposed</p>	Maximum of 100 points
2.10.c	<p><b>Indigenous Human Resources Plan</b></p> <p>The Indigenous Benefits Plan shall include a Human Resources Plan that details how the Contractor <u>or its subcontractor(s)</u> intends to maximize the use of Indigenous employment.</p>	<p>The Bidder should submit one Indigenous Human Resources plan that should address how employment of Indigenous people will be managed and shall provide</p> <ul style="list-style-type: none"> <li>a) Details on the work to be carried out for each position proposed to be filled by an Indigenous person,</li> <li>b) Strategies for recruitment of Indigenous persons,</li> <li>c) Strategies for retention of Indigenous persons,</li> <li>d) Succession planning, and</li> <li>e) Staff management</li> <li>f) Sub-contracting</li> <li>g) Training</li> </ul>	<p><b>0 points</b> Does not demonstrate an understanding of the requirement, nor does it sufficiently address the criteria</p> <p><b>20 points</b> Demonstrates a limited understanding of the requirements in some areas. Limited defined as many elements not adequately addressed or there is reliance on generic description, it is non-project specific.</p> <p><b>50 points</b> Demonstrates an incomplete understanding of the requirements and broad goals and objectives. Incomplete is defined as most of the elements have been addressed, or all elements have been addressed but lacks information or specifics.</p>	Maximum of 100 points



			<p><b>80 points</b> Demonstrates a very good understanding of the requirements and broad goals and objectives. Very good is defined as addresses all of the elements, there is a minor lack of information.</p> <p><b>100 points</b> Demonstrates an excellent understanding of the requirements and broad goals and objectives. Very clearly addresses all of the elements outlined.</p>	
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## ANNEX K - LOAN AND LICENSE AGREEMENT

### LOAN AGREEMENT

Covering the loan of Department of National Defence equipment

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#### INSTRUCTIONS TO CONTRACTOR:

1. The original of the Loan is to be kept by the LFCA TC Goose Bay Contract Management Team and copies kept by ADM(Mat)/DGMSSC/DSCO, the Contractor and ADM(Mat)/DG Proc Svcs/PS.
2. The list in Schedule "B" includes all equipment (Government Furnished Equipment and Government Furnished Material, as defined in the subject contract) loaned to the Contractor for which it has Care, Control and Custody.
3. Complete the following:
  - a. Contract number:
  - b. Nature of work for which the equipment is required: Operation and Maintenance of facilities and equipment.
  - c. Date the equipment is required:
  - d. Expiry date of the loan: As per contract terms.
  - e. Address of Contractor: WRITE THE ADDRESS OF THE CONTRACTOR

#### This Loan Agreement made by and between:

The Minister of National Defence (Lender) and WRITE THE NAME OF THE CONTRACTOR  
Contractor Corporate Name (Borrower)

Witnesseth

For and in consideration of the performance of the Terms and Conditions hereinafter referred to, the parties hereto agree as follows:

1. The Lender hereby loans to the Contractor and the Contractor hereby borrows all the equipment listed in Schedule "B" hereto, hereinafter referring to "the equipment" on the Terms and Conditions contained in Schedule "A" hereto, applicable to the type of defence work to be performed by the Borrower pursuant to this Loan Agreement as indicated by the Contractor in sub-item 3.b. of the "Instructions to the Contractor".
2. Schedules "A" and "B" and the information submitted by the Borrower pursuant in 1, 2, and 3 in the "Instructions to the Contractor" are hereby made as part of the Agreement.

In witness thereof the parties hereto have executed these presents.





## ANNEX L - PERFORMANCE MANAGEMENT FRAMEWORK

### 1.0 Introduction

The Performance Management Framework (PMF) provides the terms and conditions and the obligations of both Canada and the Contractor. This document also contains the assessment criteria and the parameters associated in the calculation of the respective performance measure scores.

### 1.1 Purpose

The quality and quantity of the services provided are as important as delivery of the SOW services. For any services not provided due to contractor error, Canada shall be credited for the value of the service, or for the cost of getting the service delivered through other means, whichever is higher.

The concept of providing the Contractor with performance-based incentives permits both Canada and the Contractor to benefit from positive performance outcomes that result in increased value to Canada. The Contractor will be provided with financial incentives when performance exceeds contract requirements in areas which provide demonstrable and, in some cases, quantifiable benefit to Canada.

### 2.0 Performance Measures and Indicators

#### 2.1 Measures and Indicators

- 2.1.1 Key Performance Indicators (KPI) will provide the basis for incentive approvals that will be considered for performance incentives. These measures focus on the Contractor's achievement of the services over and above the performance standards or for the provision of services not included in the SOW.
- 2.1.2 The delivery of services over and above the performance standards or not included in the SOW will be measured through the success with which the Contractor performs under the contract. This performance will be evaluated using the KPIs listed below. With Contractor concurrence, Canada may implement additional KPIs, remove KPIs, or make adjustments to existing KPIs as required. The results of these measures will be consolidated into a Composite Performance Score (CPS).

#### 2.2 Assessment Criteria

This Annex will outline the basis of assessment and the expectations for evaluating the outcome of each measure. All assessment parameters are identified along with their associated award values.

- 2.2.1 In all cases, the use of qualitative assessment techniques has been minimized to limit subjective evaluations. Quantitative techniques have been implemented in the metrics'



assessment criteria where possible; however, there are some aspects of the assessment criteria that are unavoidably qualitative by nature.

2.2.2 The assessment criteria will be subject to Satisfactory, Superior and Outstanding performance levels.

2.2.3 The Contractor is responsible for the collection, analysis and presentation of the necessary information required for Canada's assessment of the performance measures within the timeframes outlined in the sample table at 9.0 below. All relevant information collected from the Contractor, Canada, and its clients will be used in the evaluation of the Performance Measures found in this Annex.

## 2.3 Performance Levels

2.3.1 For each KPI, the Contractor's performance will be evaluated in respect to the following levels of performance:

2.3.1.1 **Met:** The Contractor met the performance standard and has not shown any superior or outstanding traits, therefore there will not be any assessment.

2.3.1.2 **Satisfactory:** The Contractor has consistently met the performance standard and in some cases slightly exceeded.

2.3.1.3 **Superior:** The Contractor has in many cases exceeded performance standards and maintained a high level of service.

2.3.1.4 **Outstanding:** The Contractor has consistently maintained an outstanding level of service that exceeds performance standards.

## 2.4 Performance Incentive Adjustments

2.4.1 Depending on the level of performance provided by the Contractor, as determined by the CPS, performance incentive adjustments may apply.

2.4.2 The performance incentive adjustment for the delivery of services over and above the performance standards or in addition to the SOW will be determined through the calculation of a CPS, which combines all of the performance measures into a single score.

2.4.3 The performance incentive adjustment for CPS will be based on the amounts indicated in [Table 4](#) and Annex B – Basis of Payment.



## **2.5 Eligibility**

- 2.5.1 To be eligible for the Performance Incentive Fee (PIF), the Contractor must demonstrate that they have exceeded the performance standards in the SOW and/or that they have delivered services not included in the SOW.

## **3.0 Organizational Structure:**

The PMF will have the following two levels:

- Performance Incentive Fee Board (PIF Board); and
- Performance Evaluation Team (PET).

## **3.1 Amending the PMF**

### **3.2 Proposed Changes**

All parties are encouraged to propose changes to the PMF with a view towards motivating higher performance levels, or improving the PMF. All proposed changes must be distributed to the PIFB, PET, Contracting Authority and the Contractor.

### **3.3 Review of Changes**

The PIFB will review the proposed changes, including any comments by any stakeholders. The PIFB must make a decision within fifteen (15) calendar days of receipt of the proposed changes and then advise the Contracting Authority of its decision. The Contracting Authority will then advise all other parties of the PIFB decision.

### **3.4 PMF Amendment**

The Contracting Authority must prepare a formal Contract Amendment to implement the proposed changes. The Contractor must either execute the amendment as provided by the Contracting Authority or, within five (5) days of receipt of the proposed changes to the PMF, advise the Contracting Authority, in writing, of its reasons for not accepting the amendment. The Contracting Authority must forward a copy of such notice to the PIFB.

## **3.5 Performance Incentive Fee Board**

- 3.5.1. The Performance Incentive Fee Board must be comprised of Department of National Defence (DND) and Public Works and Government Service Canada (PWGSC) Management personnel.
- 3.5.2 There will be two PIF Boards annually, (i.e. spring and fall) or otherwise called by Canada.



### **3.6 Roles of the Performance Incentive Fee Board**

- 3.6.1 To provide, where appropriate, instructions to and/or delegate specified tasks to, the PET.
- 3.6.2 To approve the PMF and any changes required to it during the life of the contract.
- 3.6.3 To consider the PET Report, PET Board recommendations and Contractor reports or submissions for each evaluation period and discuss it with the PET Chair and the Contractor, and, if appropriate, with other stakeholders. Should the PIFB determine that the PET or Contractor have provided insufficient information to the Board to render its decision, the PET or Contractor will have ten (10) calendar days to provide the missing information to the PIFB.
- 3.6.4 To authorize the amount of the PIF for each evaluation period.
- 3.6.5 The PIF Board is to consider or approve any PMF changes described in Performance Evaluation Team Report (PETR) by the PET or Contractor.
- 3.6.6 To prepare the PIFB letter for signature and issuance by the Contracting Authority. The letter for the evaluation period will specify the amount determined and the basis for that determination.

### **3.7 Performance Incentive Fee Board Authorities and Responsibilities**

- 3.7.1 The PIFB must assess the PETR for each of the Evaluation Periods and, at its discretion, consider representations made by the Contractor and by the PETB.
- 3.7.2 The PIFB is not bound to follow the recommendations of the PET and may, contrary to advice provided, but acting at all times reasonably and fairly, decide to adjust the amount of PIF to be awarded.
- 3.7.3 The PIFB is responsible for issuing and signing the PIFB Record of Decision (ROD) for the PIF awarded. It must specify any changes to the PMF.
- 3.7.4 If the PET or the contractor does not provide sufficient information to the PIFB to permit the PIF Board to render a decision, the PIFB will issue instructions to the PET or the Contractor or both to provide additional information within ten (10) working days of the request.
- 3.7.5 The PIFB must issue a written Record of Decision (ROD) to the Contracting Authority, detailing the PIF award to be paid.
- 3.7.6 The PIFB may authorize the reallocation of a portion of the available PIF from one evaluation period to a subsequent evaluation period due to Government-caused delays, special emphasis areas, special circumstances, and changes to the Evaluation Criteria





or the Statement of Work (SOW). Reallocation must not be associated with the Contractor's performance, and can only be done with the agreement of the Contractor.

3.7.7 The final decision of the PIFB, as described in the ROD, must be binding on the Contractor and is not subject to dispute under the Contract or at law. The only circumstance where the PIFB's final decision will be reviewed is in the case of demonstrable error.

3.7.8 The Contracting Authority must issue the ROD drafted by the PIFB to the contractor.

3.7.9 Upon receipt of the ROD, the Contractor must submit a claim to Canada.

### **3.8 Performance Evaluation Team Structure and Responsibilities**

3.8.1 The PET should be comprised of personnel with overall primary responsibility for the technical and contracting aspects of contract (i.e., representatives of DND and PSPC). PET members should be familiar with the type of work to be evaluated and be able to devote enough time to their assignment to perform thorough and prompt reviews.

3.8.2 The PETB reviews reports and information obtained from the client, the contractor and other sources.

3.8.3 The members will assign scores at [Table 3](#). Wing Contract Management Officer (WCMO) and Contract Site Manager (or a contractor representative) will be present to offer substantiating information to the Scoring Members in their assessment. Should there be a requirement the Contracting Authority will act as the facilitator.

3.8.4 The PET will submit a PETR to the PIFB covering findings and recommendations for each evaluation period. A PET report should contain a summary of Contractor performance, not just [Table 3](#) Scores. A copy to be provided to the contractor.

3.8.5 In the case where the contractor doesn't agree with the PET report, the contractor shall make written representation to the PIF Board for consideration prior to the Board sitting (by at least one week) with a copy of the Contractor's written representation to the PET.

3.8.6 The PET will recommend appropriate changes to the PMF for consideration and approval by the PIF Board.

### **3.9 Contractor's Responsibilities**

The responsibilities of the Contractor include, but are not limited to those listed in this section.

#### **3.9.1 Data**



The Contractor must be responsible for the collection of performance data, and converting it into performance information based on this Annex. Data collection and performance information systems must be accessible to Canada upon request, as well as accessible on the Contractor-provided system, and will be subject to audit and verification.

### 3.9.2 Reports

Prepare for each evaluation period, a draft performance self-assessment report, based upon [table 2](#) and [table 5](#), which must be submitted to the 5 Wing CMO for consideration. This report must be based upon the evaluation criteria stated in the KPIs.

Prepare for each evaluation period, a final performance self-assessment report based upon [table 2](#) and [table 5](#), which must be submitted to the PETB. This report must be based upon the evaluation criteria stated in the KPIs and feedback received from the WCMO on the draft performance self-assessment.

### 3.9.3 Modifications

Recommend changes to the PMF for consideration by the PET.

## 4.0 Process for determining the performance incentive fee

The evaluation process is comprised of four periods:

1. Pre-evaluation Period;
2. Evaluation Period,
3. Review Period; and
4. Final Determination Period.

For reference, a sample schedule is shown at [Table 1](#).

### 4.1 Pre-Evaluation Period

4.1.1 Prior to each Evaluation Period, the PET must develop the PMF evaluation criteria and weighting, and notify the Contractor ten (10) working days prior to the commencement of the review period.

4.1.2 If applicable, any proposed changes to the PMF must be in accordance with Section 5.0 – Amending the PEP.

### 4.2 Evaluation Period

4.2.1 Every 6 months, usually from 1 Apr – 30 Sep and from 1 Oct – 31 Mar, unless otherwise agreed to by DND and the Contractor.

### 4.3 Review Period

4.3.1 At the end of the evaluation period, the Contractor must submit their draft self-assessment Report to the 5 Wing CMO for verification.



- 4.3.2 Upon verification of the Report, the Contractor will incorporate any feedback from the Wing into their report, and submit the final report to the PET.
- 4.3.3 The PET scoring members will calculate the CPS by assigning numerical scores based on the data and comments in the Report.
- 4.3.4 The PET must develop its findings and recommendations in the form of a PETR, along with any other pertinent information, including information and comments provided by the Contractor.
- 4.3.5 The PET Chair will submit the final PETR and any other pertinent information, to the PIFB through the PIFB Secretary, and provide the Contractor, and the Contracting Authority a copy of the final PETR.

## **5.0 Key Performance Indicators:**

The following KPIs will be used to calculate the Contractor's overall performance. Canada reserves the right to use some or all of the following KPIs, add other KPIs or remove KPIs throughout the life of the Contract.

### **5.1 KPI - 1 Performance of Work (PW)**

The Contractor must demonstrate that throughout the performance evaluation period, they were able to exceed performance standards or perform tasks not required in the SOW, but considered to be of significant value to Canada. This KPI excludes Operations and Exercises which are covered in KPI number 4 below.

### **5.2 KPI – 2 Flexibility and Last Minute Service Requests (FLMSR)**

The Contractor shows a coordinated effort between sections to respond to significant last minute requirements, such as exercises, VIP visits and emergencies, in such a way that DND is able to respond effectively to the requirement and it results in a positive reflection on the Wing and DND overall.

### **5.3 KPI - 3 Fiscal Accountability & Dependability (FAD)**

The Contractor demonstrates fiscal responsibility and consistently strives to achieve best value for Canada. They are careful with financial resources, weighing cost and quality against requirement and application.

### **5.4 KPI - 4 Operations and Exercises Success (OES)**

The Contractor has exceeded performance standards for support to operations and exercises throughout the evaluation period. This success is achieved when operation or exercise objectives are exceeded (i.e. additional support provided to the client at no or minimal cost, the actions of the Contractor reflect well on the Wing).

### **5.5 KPI - 5 Effective Communications (EC)**



The Contractor kept lines of communication open with key members of 5 Wing in order to guarantee exceptional performance, including reactions to unusual or unplanned circumstances. The Contractor took a strategic or proactive approach in engaging the Wing to ensure all situations were handled effectively with a positive outcome.

**5.6 KPI - 6 Inspection, Visit Report Results and Corrective Actions (IVC)**

This includes but is not limited to staff and technical assistance visits, inspections that concentrate on various sections of the contract, as well as visits from high profile guests. The Contractor demonstrated an overall result that reflected positively on the Wing. The Contractor demonstrated a willingness to initiate corrective action to correct identified deficiencies and investigate, when applicable, the cause of the deficiencies to prevent recurrence. The intent is for the Inspection Team to find a minimal number of deficiencies that are minor in nature and can be easily corrected.

**5.7 KPI - 7 Facilities Management (FM)**

The Contractor has delivered services and projects beyond contract requirements at little or no cost to the Wing. This includes, but is not limited to, improving the Facility Condition Index (FCI) and System Condition Index (SCI) overall or for a particular facility or system, improving the Maintenance Completion Index, the Portfolio Building Cleaning Index and the Operations and Maintenance Forecast Accuracy Index. Those improvements must lead to improvement of how those assets are managed, developing and adopting innovative approaches to design and execution of work, optimizing facilities usage, achieving efficiencies in work processes or other initiatives that lead to significant cost savings or revenue generation for the Crown or an improvement in the overall operation of the Wing. KPI -7 shall be calculated as per Appendix D of Annex A-4 of the Statement of Work.

**5.8 KPI - 8 Indigenous Benefit Plan (ABP)**

The Contractor has exceeded its commitment towards Indigenous Benefits as detailed in its Indigenous Benefits Plan.

**6.0 Scoring**

**6.1 KPI's will be awarded according to the following table:**

Service Level	KPI (%)
Satisfactory	2.6 - 5.0
Superior	5.1 - 7.5
Outstanding	7.6 - 10.00

**7.0 Composite Performance score**



**7.1 Description**

The Composite Performance Score (CPS) is a weighted overall score that combines all of the performance measures (KPIs). The CPS provides the formula to convert Contractor performance of all measures into an overall Score.

**7.2 Intent**

The intent of the CPS is to provide an incentive to the Contractor to perform well in all respects of the Contract by satisfying the Performance Measures. The CPS converts overall performance into a performance incentive fee.

**7.3 Applicability**

CPS evaluations will include the performance information from the start of Operations & Maintenance (O&M) and will occur semi-annually. Canada will utilize the CPS evaluations to categorize the Contractor performance levels in accordance with Section 2.3 above.

**7.4 Last Evaluation**

The last CPS evaluation will conclude 60 days following Phase-Out.

**8.0 Metric Evaluation (Method of Determining Score)**

The KPIs will be expressed as a percentage and is calculated as follows:

$$\text{KPI Score} = \sum \text{all sub KPI's} * \text{KPI Weighting}$$

The CPS is expressed as a percentage and is calculated as follows:

$$\text{CPS} = [ (S_{KPI1} * W_{KPI1}) + (S_{KPI2} * W_{KPI2}) + (S_{KPI3} * W_{KPI3}) + (S_{KPI4} * W_{KPI4}) + (S_{KPI5} * W_{KPI5}) + (S_{KPI6} * W_{KPI6}) + (S_{KPI7} * W_{KPI7}) + (S_{KPI8} * W_{KPI8}) ]$$

Where:

- $S_{KPI1}$  = Performance of Work (PW)
- $S_{KPI2}$  = Flexibility and Last Minute Service Requests (FLMSR)
- $S_{KPI3}$  = Fiscal Accountability and Dependability (FAD)
- $S_{KPI4}$  = Operations and Exercises Success (OES)
- $S_{KPI5}$  = Effective Communications (EC)
- $S_{KPI6}$  = Inspection, Visit Report Results and Corrective Actions (IVC)
- $S_{KPI7}$  = Facilities Management (FM)
- $S_{KPI8}$  = Indigenous Benefit Plan (ABP)

The following table indicates the weighting value for each KPI, which Canada may modify from period to period:

Variable	$W_{KPI1}$	$W_{KPI2}$	$W_{KPI3}$	$W_{KPI4}$	$W_{KPI5}$	$W_{KPI6}$	$W_{KPI7}$	$W_{KPI8}$	Total
Weight	10%	10%	25%	15%	10%	10%	15%	5%	100%



**9.0 Tables**

**9.1 Table 1: Sample Schedule**

<b>Table 1: Sample Schedule</b>		
<b>No.</b>	<b>Activity Description</b>	<b>Estimated Number of Calendar Days</b>
-1	<i>Last day to provide Contractor weighting of KPIs for the next evaluation period.</i>	-11
0	End of Period	0
1	Contractor last self-assessment input to WCMO	7
2	WCMO complete initial comments and return to Contractor	14
3	Contractor reviews comments and submits report to the PET	21
4	PET Board Meeting convened to calculate CPS and draft PETR	28
5	PET Report Finalized and sent to PET members for final review	35
6	PET Report signed by 5 Wing Commander and Contractor Site Manager	36
7	PET Report Finalized and sent to PIF Secretary	37
8	PIFS distributes PETR For review	38
9	PIF members review PETR	55
10	<b><i>PIFB Meets</i></b>	56
11	ROD provided to Contractor	63
12	PET and/or Contractor provides additional information to PIFB (if required)	67
13	Record of Decision provided to Contractor (if required)	69
14	Contractor's Appeal (if required)	76
15	PIFB reconsiders Contractor's appeal (if required)	83
16	Amended ROD provided to Contractor (if required)	90
17	Contractor submits claim for PIF	97



## 9.2 Table 2: Sample Performance Evaluation Assessment

		Table 2- Performance Evaluation Assessment				
		Met	Satisfactory	Superior	Outstanding	Comments
		The Contractor met the performance standard and has not shown any satisfactory, superior or outstanding traits therefore there will not be any assessment.	The Contractor has consistently met the performance standard and in some cases slightly exceeded.	The Contractor has consistently exceeded performance standards and maintained a high level of service.	The Contractor has consistently maintained an extraordinary level of service that exceeds performance standards.	The Performance Monitor must provide comments and justify the score given.
<b>KPI 1</b>	<b>Performance of Work (PM)</b>					
	1 Exceeded the Performance Standard.					
	2 Performed tasks not required in the SDW.					
<b>KPI 2</b>	<b>Flexibility and Last Minute Service Requests (FLMSR)</b>					
	1 Respond to significant last minute requirements.					
	2 positive reflection on the Wing and DND overall.					
<b>KPI 3</b>	<b>Fiscal Accountability &amp; Dependability (FAD)</b>					
	1 Achieved best value for Canada.					
	2 Demonstrated fiscal responsibility.					
<b>KPI 4</b>	<b>Operations and Exercises Success (OES)</b>					
	1 Operation or exercise objectives are significantly exceeded.					
	2 Additional support provided at no or minimal cost.					
<b>KPI 5</b>	<b>Effective Communication (EC)</b>					
	1 Reactions to unusual or unplanned circumstances.					
	2 Proactive Approach.					
<b>KPI 6</b>	<b>Inspections, visit Report Results and Corrective Actions</b>					
	1 The Contractor achieved results that reflected positively on the Wing.					
	2 Deficiencies.					
<b>KPI 7</b>	<b>Facilities Management (FM)</b>					
	1 The Contractor achieved results that reflected positively on the Wing.					
	2 Deficiencies.					
<b>KPI 8</b>	<b>Indigenous Benefit Plan (IBP)</b>					
	1 The Contractor achieved results that reflected positively on the Wing.					
	2 Deficiencies.					





### 9.3 Table 3: Sample Performance Evaluation Scoring

Table 3 - Performance Evaluation Scoring									
		Total KPI Weighting	KPI Weighting	Met 0	Satisfactory 2.6-5.0	Superior 5.1- 7.5	Outstanding 7.6 - 10.00	Score	Total Score
<b>KPI 1</b>	<b>Performance of Work (PM)</b>								
	1 Exceeded the Performance Standard.	10%	50%			7		3.5	0.75
	2 Performed tasks not required in the SQW.		50%				8	4	
	Total KPI - 1 Weighting		100%						
<b>KPI 2</b>	<b>Flexibility and Last Minute Service Requests (FLMSR)</b>								
	1 Respond to significant last minute requirements.	10%	50%				9	4.5	0.825
	2 positive reflection on the Wing and DND overall.		50%			7.5		3.75	
	Total KPI - 2 Weighting		100%						
<b>KPI 3</b>	<b>Fiscal Accountability &amp; Dependability (FAD)</b>								
	1 Achieved best value for Canada.	25%	50%			6		3	1.875
	2 Demonstrated fiscal responsibility.		50%				9	4.5	
	Total KPI - 3 Weighting		100%						
<b>KPI 4</b>	<b>Operations and Exercises Success (OES)</b>								
	1 Achieved best value for Canada.	15%	50%				8	4	1.2
	2 Demonstrated fiscal responsibility.		50%				8	4	
	Total KPI - 4 Weighting		100%						
<b>KPI 5</b>	<b>Effective Communication (EC)</b>								
	1 Reactions to unusual or unplanned circumstances.	10%	50%				9	4.5	0.825
	2 Proactive Approach.		50%			7.5		3.75	
	Total KPI - 5 Weighting		100%						
<b>KPI 6</b>	<b>Inspections, visit Report Results and Corrective Actions</b>								
	1 The Contractor achieved results that reflected positively on the	10%	50%			7.5		3.75	0.775
	2 Deficiencies.		50%				8	4	
	Total KPI - 6 Weighting		100%						
<b>KPI 7</b>	<b>Facilities Management (FM)</b>								
	1 The Contractor achieved results that reflected positively on the	15%	50%				8	4	1.2
	2 Deficiencies.		50%				8	4	
	Total KPI - 7 Weighting		100%						
<b>KPI 8</b>	<b>Indigenous Benefit Plan (IBP)</b>								
	1 The Contractor achieved results that reflected positively on the	5%	50%				8	4	0.4
	2 Deficiencies.		50%				8	4	
	Total KPI - 8 Weighting		100%						
	OPS Weighting		100%						
	<b>Total Score</b>								<b>7.85</b>
									<b>78.50%</b>
									<b>\$392,500.00</b>





**9.4 Table 4: Sample Performance Scoring**

*This table has been calculated with the assumption that the calculation of eligible PIF is \$500,000.*

<b>Table 4 - Performance Scoring</b>			
1%	\$ 5,000.00	26%	\$ 130,000.00
	\$		\$
2%	10,000.00	27%	135,000.00
	\$		\$
3%	15,000.00	28%	140,000.00
	\$		\$
4%	20,000.00	29%	145,000.00
	\$		\$
5%	25,000.00	30%	150,000.00
	\$		\$
6%	30,000.00	31%	155,000.00
	\$		\$
7%	35,000.00	32%	160,000.00
	\$		\$
8%	40,000.00	33%	165,000.00
	\$		\$
9%	45,000.00	34%	170,000.00
	\$		\$
10%	50,000.00	35%	175,000.00
	\$		\$
11%	55,000.00	36%	180,000.00
	\$		\$
12%	60,000.00	37%	185,000.00
	\$		\$
13%	65,000.00	38%	190,000.00
	\$		\$
14%	70,000.00	39%	195,000.00
	\$		\$
15%	75,000.00	40%	200,000.00
	\$		\$
16%	80,000.00	41%	205,000.00
	\$		\$
17%	85,000.00	42%	210,000.00
	\$		\$
18%	90,000.00	43%	215,000.00
	\$		\$
19%	95,000.00	44%	220,000.00
	\$		\$
20%	100,000.00	45%	225,000.00
		51%	\$ 255,000.00
			\$
		52%	260,000.00
			\$
		53%	265,000.00
			\$
		54%	270,000.00
			\$
		55%	275,000.00
			\$
		56%	280,000.00
			\$
		57%	285,000.00
			\$
		58%	290,000.00
			\$
		59%	295,000.00
			\$
		60%	300,000.00
			\$
		61%	305,000.00
			\$
		62%	310,000.00
			\$
		63%	315,000.00
			\$
		64%	320,000.00
			\$
		65%	325,000.00
			\$
		66%	330,000.00
			\$
		67%	335,000.00
			\$
		68%	340,000.00
			\$
		69%	345,000.00
			\$
		70%	350,000.00
		76%	\$ 380,000.00
			\$
		77%	385,000.00
			\$
		78%	390,000.00
			\$
		79%	395,000.00
			\$
		80%	400,000.00
			\$
		81%	405,000.00
			\$
		82%	410,000.00
			\$
		83%	415,000.00
			\$
		84%	420,000.00
			\$
		85%	425,000.00
			\$
		86%	430,000.00
			\$
		87%	435,000.00
			\$
		88%	440,000.00
			\$
		89%	445,000.00
			\$
		90%	450,000.00
			\$
		91%	455,000.00
			\$
		92%	460,000.00
			\$
		93%	465,000.00
			\$
		94%	470,000.00
			\$
		95%	475,000.00



21%	\$ 105,000.00	46%	\$ 230,000.00	71%	\$ 355,000.00	96%	\$ 480,000.00
22%	\$ 110,000.00	47%	\$ 235,000.00	72%	\$ 360,000.00	97%	\$ 485,000.00
23%	\$ 115,000.00	48%	\$ 240,000.00	73%	\$ 365,000.00	98%	\$ 490,000.00
24%	\$ 120,000.00	49%	\$ 245,000.00	74%	\$ 370,000.00	99%	\$ 495,000.00
25%	\$ 125,000.00	50%	\$ 250,000.00	75%	\$ 375,000.00	100%	\$ 500,000.00



## 9.5 Table 5: Sample Report

1. Background
2. Aim
3. Discussion
4. Follow-up from Last PIFB
5. Key Performance Indicator's
  - a. KPI 1 Performance of Work
  - b. KPI 2 Flexibility and Last Minute Service Requests
  - c. KPI 3 Fiscal Accountability & Dependability
  - d. KPI 4 Operations and Exercises Success
  - e. KPI 5 Effective Communications
  - f. KPI 6 Inspection, Visit Report Results and Corrective Actions
  - g. KPI 7 Facility Management
  - h. KPI 8 Indigenous Component
6. Overall Score & Recommendation

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5 Wing Goose Bay  
Wing Commander

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Contractor Site Manager  
XXXXXX.

Annexes:  
Annex A – Performance Evaluation Scoring



## ANNEX M- Indigenous Benefit Plan

### 1.0 Preamble

This contract contains a requirement for the provision of benefits to Indigenous people and firms.

The Canadian constitution recognizes three groups of Indigenous peoples: Indians (commonly referred to as First Nations), Innu, Métis and Inuit.

### 2.0 Scope of Document

This document provides details on the Crown's requirements for Indigenous Benefits. This document includes definitions on terminology used. Definitions that apply to the requirements of this Annex are provided in Appendix 1.

### 3.0 Indigenous Benefits Plan

Within 30 days after date of Contract Award, the Contractor must submit to the Crown for approval a finalized Indigenous Benefits Plan which is based upon the draft Plan submitted as part of the proposal updated as detailed in paragraph 3.1 below. The Indigenous Benefits Plan must include the following

#### 3.1 Indigenous Benefits Content

The Indigenous Benefits Plan must include a clear statement of the minimum amount of Indigenous Benefits that the Bidder proposes to provide, expressed in dollars and as a percentage of the total contract value. The Indigenous Benefits Plan must also include a clear statement of the minimum Indigenous labour hours (or in this case, direct employment) includes sub-contractor Indigenous labour hours if the company is an Indigenous business as defined in Annex F, Section 7 (Definitions), hours of direct employment of Indigenous Resources as well as a clear statement of the minimum dollar value of business sourced to Indigenous firms that the Contractor intends to use in carrying out the work. The minimum benefits must not be less than that detailed in the proposal.

#### 3.2 Human Resources Plan

The Indigenous Benefits Plan must include a Human Resources Plan that details how the Contractor or its subcontractor(s) intends to maximize the use of Indigenous employment. The Human Resources Plan must address how employment of Indigenous people will be managed and must provide:

- 3.2.1 Details on the work to be carried out for each position proposed to be filled by an Indigenous person,
- 3.2.2 Strategies for recruitment of Indigenous persons, and
- 3.2.3 Staff management



The Human Resources Plan must be in sufficient detail to allow the Crown to assess the quality and value of the Indigenous Benefits proposed but also the probability of meeting the objectives contained therein.

The Plan must address how the Contractor or its subcontractor(s) intends to work with outside organizations that have experience or mandates in various aspects of recruiting and working with Indigenous people. Such outside organizations known to the Crown include:

Innu Nation of Labrador  
Labrador Indigenous Training  
Partnership Nunatsiavut  
Government  
Nunatukavut

### 3.3 Indigenous Business Plan

The Indigenous Benefits Plan must include an Indigenous Business Plan that details how the Contractor intends to maximize the use of Indigenous firms. The Indigenous Business Plan must:

- 3.3.1 Identify the work intended to be carried out by Indigenous firms, as well as the dollar value of the work,
- 3.3.2 Detail how business with Indigenous firms will be managed, from developing sources of supply to administration, and
- 3.3.3 Detail any development of new sources of supply, or new capabilities,

The Plan must address how the Contractor or its subcontractor(s) intends to work with outside organizations that have experience or mandates in various aspects of contracting with Indigenous people or firms. Such outside organizations known to Canada include:

Innu Nation of Labrador  
Labrador Indigenous Training  
Partnership Nunatsiavut Business  
Development Centre Nunacor

### 3.4 Transactions

Each item of Indigenous Benefits must be detailed in Transaction form, detailing the Benefit, the amount of work involved in terms of dollars and labour, and a description of the lasting value to be achieved.

### 3.5 Allowable Expenses

The following defines what is allowable as an expense for Indigenous Benefits.



3.5.1 Allowable costs associated with labour carried out by an Indigenous person are direct salaries, benefits (including but not limited to health, pension, and vacation) and other associated costs, which are paid to Indigenous persons or firms.

3.5.2 Allowable costs associated with work placed with Indigenous Firms are those costs (including but not limited to direct costs, overhead, G&A and profit) that are paid to people or firms that are Indigenous.

### **3.6 Amendment of Indigenous Benefits Plan**

At any time during the contract, the Contractor may propose amendments to the Contracting Authority to the Indigenous Benefits Plan. Any such proposal must include a justification for the change and a detailed explanation that the change results in Indigenous Benefits that are not reduced in quantity or quality. Canada must provide comments or agreement within 10 working days. Canada is under no obligation to accept any such proposal regardless of its content or justification.

## **4.0 Other Requirements**

### **4.1 Quality of the Benefits**

While Indigenous participation in the work is a mandatory requirement, it is desirable that this participation be of a lasting, sustainable and meaningful nature. These requirements may be met by the Contractor or by any of its subcontractors.

### **4.2 Assessment of Benefits**

Canada will carry out an annual assessment of the benefits achieved compared against the Indigenous Benefits Plan. Canada's review must be completed within 1 month after receipt of the Annual Report of paragraph 5.2 below.

The assessment must compare the benefits forecast in each transaction against actual results accomplished by the Contractor or its subcontractor(s). The assessment must examine each transaction and report on whether or not the transaction was completed and whether or not the objectives of the transaction were accomplished. If any objectives were not met, the report must, if possible, identify why not.

A draft final assessment must be provided by Canada to the Contractor for comment within 5 days thereafter. Canada must review these comments, finalize the Assessment and issue it within 5 days after receiving Contractor's comments.

## **5.0 Reporting Requirements**

### **5.1 Yearly Plan Update**

The Contractor must provide Updates to the Indigenous Benefits Plan, which add details on the specific transactions that the Contractor proposes to accomplish in the upcoming contract year.



Each Update must provide details on how each transaction will be carried out, the proposed objectives and schedule, required resources, any dependencies, and what benefits (employment, skills development, or other) will be provided.

The Update must be submitted to the PWGSC Contract Authority for review and comment. PWGSC must provide comments, or approval within 10 calendar days thereafter. The Contractor must revise and resubmit the Update within 1 week of receipt of PWGSC comments. The Updates must be submitted

- a) within 30 days after date of Contract Award
- b) not later than March 1 of each subsequent year

## **5.2 Annual Report**

The Contractor must provide annually a detailed report on the Indigenous Benefits accomplished in the preceding year. This report must be provided to the PWGSC Contracting Officer within 1 month after each anniversary of Contract Award. It must provide for each Transaction listed in the Indigenous Benefits Plan what was actually accomplished, the dollar value of the Indigenous Benefits achieved and an assessment of the quality of the benefit.

## **5.3 Interim Report**

The Contractor must provide an Interim Indigenous Benefits Report within 6 months after each anniversary of Contract Award. The Interim Report must provide the same detail as for the Annual Report, but must also provide a projection on the total benefits anticipated by the end of the year.

## **5.4 Submission of Documents**

The documents detailed above must be submitted in hard copies (original plus 2 copies) as well as in electronic format to the PWGSC Contracting Authority.



## 6.0 Appendix 1 to Annex M - Definitions

### Indigenous Person

The Canadian constitution recognizes three groups of Indigenous peoples: Indians (commonly referred to as First Nations), Métis and Inuit.

### Indigenous Firm

An Indigenous firm, can be:

- a band as defined by the Indian Act
- a sole proprietorship
- a limited company
- a co-operative
- a partnership
- a not-for-profit organization in which Indigenous persons have at least 51 percent ownership and control,

*or*

- A joint venture consisting of two or more Indigenous businesses or an Indigenous business and a non-Indigenous business(es), provided that the Indigenous business(es) has at least 51 percent ownership and control of the joint venture.

### On-the-job Training

Formalized instruction, or instruction in formal systems, conducted on or near the workplace, during normal work hours. It is most often required or desired by the employer. It is usually done to bring less-qualified staff up to satisfactory performance, introduce new systems or technologies, or prepare staff for advancement. Supervisors, experienced staff or professional specialized trainers may be utilized.

### Training

To form a skill by instruction, discipline or drill. The focus is most often a product, process, craft, trade or art. In today's workplace, it is expanded to include information, attitudes and values. The instructor is selected for his or her skill and experience, as well as effectiveness and efficiency in training others.

### Sustainability (Indigenous Benefits Plan)

Demonstrates how long-term benefits may be generated for Indigenous firms, Indigenous self-employment and/or for individual Indigenous employees through workforce development including, but not limited to skills training on-the-job, apprenticeship or any of the above human resource mechanisms.

### Total Contract Cost

For the purposes of evaluating Indigenous Benefits Plan, or performance against it, the Total Contract Cost must be defined as the sum of all actual payments and must include payment for all items outlined in Annex B – Basis of Payment, with the exception of any Performance Incentive Fee award





## **ANNEX N – PROGRESS PAYMENT CLAIM FORM**

Provided under separate attachment