



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

Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC  
11 Laurier St. / 11, rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau  
Quebec  
K1A 0S5  
Bid Fax: (819) 997-9776

**LETTER OF INTEREST  
LETTRE D'INTÉRÊT**

Comments - Commentaires

Vendor/Firm Name and Address  
Raison sociale et adresse du  
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution  
In-Service Support Marine / Soutien en Service Maritime  
11 Laurier St. / 11, rue Laurier  
Place du Portage, Phase III  
6C2  
Gatineau  
Quebec  
K1A 0S5

<b>Title - Sujet</b> NETE 3	
<b>Solicitation No. - N° de l'invitation</b> W8482-217850/B	<b>Date</b> 2020-10-14
<b>Client Reference No. - N° de référence du client</b> W8482-217850	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$ISM-027-27926
<b>File No. - N° de dossier</b> 027ism.W8482-217850	<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 2021-08-31</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Beaumier, Julie	<b>Buyer Id - Id de l'acheteur</b> 027ism
<b>Telephone No. - N° de téléphone</b> (613) 851-9981 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

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



## Letter of Interest (LOI) for the Naval Engineering Test Establishment (NETE) 3 for the Department of National Defence (DND)

### 1. Purpose and Nature of the Letter of Interest (LOI)

Public Works and Government Services Canada (PWGSC) is requesting Industry feedback regarding the Naval Engineering Test Establishment (NETE) support contract renewal for the Government of Canada, Department of National Defence (DND).

The objectives of this LOI are to:

- engage Industry to provide a high level overview of the NETE 3 requirements and request feedback on certain elements, including an Independence Clause and Questions of the LOI;
- invite capable suppliers interested in participating in a virtual Industry Day and virtual one-on-one meetings in November 2020.

This LOI is neither a call for tender nor a Request for Proposal (RFP). No agreement or contract will be entered into based on this LOI. The issuance of this LOI is not to be considered in any way a commitment by the Government of Canada, nor as authority to potential respondents to undertake any work that could be charged to Canada. This LOI is not to be considered as a commitment to issue a subsequent solicitation or award contract(s) for the work described herein.

Although the information collected may be provided as commercial-in-confidence (and, if identified as such, will be treated accordingly by Canada), Canada may use the information to assist in drafting performance specifications (which are subject to change) and for budgetary purposes.

Respondents are encouraged to identify, in the information they share with Canada, any information that they feel is proprietary, third party, or personal information. Please note that Canada may be obligated by law (e.g. in response to a request under the Access to Information and Privacy Act) to disclose proprietary or commercially-sensitive information concerning a respondent (for more information: <http://laws-lois.justice.gc.ca/eng/acts/a-1/>).

Respondents are asked to identify if their response, or any part of their response, is subject to the Controlled Goods Regulations.

Participation in this LOI is encouraged, but is not mandatory. There will be no short-listing of potential suppliers for the purposes of undertaking any future work as a result of this LOI. Similarly, participation in this LOI is not a condition or prerequisite for the participation in any potential subsequent solicitation.





Respondents will not be reimbursed for any cost incurred in participating in this LOI.

The LOI closing date published herein is not the deadline for comments or input. Comments and input will be accepted any time up to the time when/if a follow-on solicitation is published.

## 2. Background Information:

NETE was created in 1953 to test naval auxiliary equipment, for the Royal Canadian Navy (RCN). Since its inception, NETE has operated as a Government Owned Contractor Operated (GOCO) facility, which relies on a long-term performance-based contract. NETE is a National Defence field unit whose main facility is located in LaSalle, Québec with detachments in Halifax, Nova Scotia and Esquimalt, British Columbia. NETE's independence as a third party service provider ensures the engineering safety, integrity and effectiveness of Canada's naval equipment. NETE's Vision, and Mission are as follows:

- **Vision:** To support a modern Royal Canadian Naval Fleet that meets technical and operational expectations.
- **Mission:** To provide independent engineering and field testing services in support of naval materiel for the Canadian Armed Forces (CAF).

NETE provides a broad range of multi-disciplinary engineering Test & Evaluation (T&E) services primarily to DND organizations, but NETE facilities and services are also available to other government departments and the private sector, under certain conditions.

NETE's personnel are specialized in several disciplines including combat systems, information and communication systems, marine systems, chemical analysis, instrumentation, machining and welding, as well as environmental, shock, and vibration testing. The independence of NETE is an essential aspect of its operations since the results of tests and evaluations may be used by the Naval Design Authority to accept or reject equipment, systems, and software for service in the CAF.

The continuation of the current service contract is important to DND since NETE's mandate ensures the engineering safety and effectiveness of naval equipment. DND relies on NETE's Independent Verification & Validation (IV&V) services to ensure the successful integration and upgrades of numerous essential naval defence systems. The work performed under the NETE contract also supports the efforts of Canada's defence policy, *Strong, Secure, Engaged*.

## 3. Requirement:

The requirement is for a Task-Based service contracting vehicle for the provision of engineering services on an "as and when requested basis" by a number of specialized labour categories and/or through the use of sub-contracted specialist resources. The Contractor will be required to maintain NETE facilities and





provide engineering services for IV&V as well as expert T&E services to the RCN and other National Defence organizations from coast to coast.

NETE provides the following IV&V and T&E services (further defined at Annex A):

1. Evaluation of the ability of equipment/systems/software to meet DND requirements.
2. Assistance to the Design Authority in the development and conduct of trials.
3. Evaluation of Design Changes.
4. Equipment/Systems/Software Audits and IV&V.
5. Data Recording, Reduction, and Analysis.
6. Problem Investigation and Analysis.
7. Support of Ranges.
8. IV&V of Naval Material Acquisition and Support (NMA&S) Policy & Processes.

To perform these functions, the Contractor will be required to provide expertise in a number of engineering and technical disciplines relating to combat, computer, marine systems and test support. Key contractor personnel for NETE and Engineering & Technical skill sets are further defined at Annex B.

#### 4. Potential Work Scope and Constraints

- a) The NETE 3 Support Contract will be a long term performance-based contract. The contract is envisioned to be for an initial period of five (5) years, followed by three (3) contract extensions for an additional period of five (5) years each.
- b) The Contractor will be required to obtain various security clearances up to Top Secret.
- c) The Contractor will be required to comply with the Independence Clause defined at Annex C. The Independence Clause details the Restrictions on Bidding and what is deemed to constitute Conflict of Interest given NETE's mandate.





## 5. Legislation, Trade Agreements, and Government Policies:

The following is indicative of some of the legislation, trade agreements and government policies that could impact any follow-on solicitation(s):

- a) This procurement may not be subject to the trade agreements as the National Security Exception is being sought;
- b) Comprehensive Land Claims Agreements (CLCA):  
The provision of the Comprehensive Land Claims Agreements will not apply to this procurement as none of the locations where the proposed services will be provided are located within any of the Land Claim Settlement Areas;
- c) Industrial and Technological Benefits and Value Proposition (ITBs):  
Canada may seek to leverage this procurement for economic benefits and, through Industry engagement, will assess the applicability of the Industrial and Technological Benefits (ITB) Policy. For more information on the ITB Policy, please visit:  
<https://www.ic.gc.ca/eic/site/086.nsf/eng/home>;
- d) Controlled Goods Program (CGP)  
This procurement will be subject to the Controlled Goods Program. For further information on the CGP, visit: <https://www.tpsgc-pwgsc.gc.ca/pmc-cgp/index-eng.html>;
- e) Federal Contractors Program for Employment Equity (FCP-EE): (if applicable)  
The Federal Contractors Program for Employment Equity will apply to this procurement. For further information on the Federal Contractors Program for Employment Equity, visit:  
<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/5/1>; and
- f) Fairness Monitor  
A Fairness Monitor will oversee this procurement and act as a formal oversight mechanism for obtaining independent validation on the fairness of the process.

## 6. Pre-Qualification

An Invitation to Qualify (ITQ) may be scheduled for summer 2021 to obtain a list of Pre-Qualified Bidders if necessary. The intent is to pre-qualify bidders to ensure bidders have core capacity and confirm independence as per the Independence Clause at Annex C.



**7. Schedule:**

In providing responses, the following schedule should be utilized as a baseline but is subject to change:

Milestones	Dates
Invitation to Qualify	Summer 2021
Mandatory Site Visit	Fall 2021
One-on-One Industry Meetings (Round 2)	Fall 2021
Draft RFP Release	Winter 2022
Industry Engagement Activity	Winter 2022
Final RFP release	Fall 2022
Bid Evaluation (2 months)	Spring 2023
Contract Award	Winter 2024

***\*Subject to change due to Covid-19-related Public Health restrictions.***

**8. Important Notes to Respondents:**

Interested Respondents may submit their responses to the PWGSC Contracting Authority, identified below, only via email:

Name: Julie Beaumier  
 Title: Supply Team Leader  
 Public Works and Government Services Canada  
 Acquisitions Branch  
 Marine Services and Small Vessels Sector  
 Telephone: 613-851-9981  
 E-mail: [Julie.Beaumier@tpsgc-pwgsc.gc.ca](mailto:Julie.Beaumier@tpsgc-pwgsc.gc.ca)

- a) Respondents are requested to provide their answers to the questions supplied in Annexes D and E. Respondents are also requested to provide any feedback, comments or concerns they may have on this LOI to the Contracting Authority. Respondents can also provide comments regarding content, format, and/or organization of any draft documents included in this LOI.
- b) Respondents are requested to use Annex F to respond to the questions supplied in Annexes D and E. The Contracting Authority will provide a word version of the Annex upon request.



Respondents are requested to provide their responses in PDF format in an email not to exceed 4MBs in size.

- c) Each Respondent is solely responsible for ensuring it's responses are delivered to the Contracting Authority on time to the correct location listed above. The Contracting Authority will confirm receipt.
- d) Each Respondent is to ensure that it's name, return address, and questions answered in Annexes D and E are clearly indicated in their responses on Annex F.
- e) Changes to this LOI may occur and will be advertised on the Government Electronic Tendering System. Canada asks Respondents to visit [Buyandsell.gc.ca](http://Buyandsell.gc.ca) regularly to check for changes, if any.

#### 9. Upcoming Engagement Sessions:

Please note that due to COVID 19-related Public Health restrictions, Industry Day and one on one sessions will be held by audio and/or videoconferencing (Microsoft Teams) only. If so, direction on how to connect to the various sessions will be provided to Potential Respondents that have submitted an e-mail confirmation to the Contracting Authority.

Interested participants will have the opportunity to participate in virtual Industry engagement sessions in order to obtain additional information about NETE 3. Virtual Industry Day and one-on-one sessions will be held the week of November 18, 2020. Potential Respondents who are interested in attending the Industry Day and one-on-one sessions must attest that they meet certain conditions as per Annex G – Attestation Form and send, on or before November 5<sup>th</sup>, 2020, an e-mail confirmation along with the attestation form to the Contracting Authority at [Julie.Beaumier@tpsgc-pwgsc.gc.ca](mailto:Julie.Beaumier@tpsgc-pwgsc.gc.ca). Please note that additional information on the specifics of the Industry Day and one-on-one sessions will only be released to Potential Respondents that have submitted an e-mail confirmation to the Contracting Authority.

Non-attendance at the Industry Day and one-on-one sessions will not preclude a supplier from bidding on this requirement should a follow-on solicitation be issued.

#### 10. Closing date for the LOI/RFI:

Responses to this LOI are to be submitted to the PWGSC Contracting Authority identified above, on or before December 11, 2020.





**Annexes**

- Annex A - Test and Evaluations Functions
- Annex B – Key Contractor Personnel and Engineering & Technical Skill Sets
- Annex C – Independence Clause
- Annex D – Questions to Industry
- Annex E – Industrial Technological Benefit Questions to Industry
- Annex F – Response Template
- Annex G – Attestation Form

These draft documents remain a work in progress and Respondents should not assume that new requirements will not be added to any bid solicitation that may ultimately be published by Canada, nor should the Respondents assume that none of the requirements will be deleted or revised.



## ANNEX A - TEST AND EVALUATION FUNCTIONS

Test & Evaluation of DND/CAF materiel shall comprise of the following functions:

1. Evaluation of the ability of equipment/systems/software to meet RCN and DND requirements.  
This is defined as the conduct of physical tests, either at the NETE facility or off site, and/or use of expert judgment to:
  - a. Establish conformance to stated specifications or requirements. This may entail the development or review of Statements of Work;
  - b. Establish or confirm reliability and maintainability data;
  - c. Verify the compatibility of new or existing materiel in a different application;
  - d. Confirm the suitability of employing existing materiel in a different application;
  - e. Collect operational data to establish and/or confirm the performance envelope of naval equipment, systems, or software;
  - f. Independently validate or verify maintenance requirements, maintenance documents and maintenance analysis tools, techniques, and philosophies; and
  - g. Audit the in-service configuration of equipment, systems, and software.
2. Assistance to the Design Authority in the development and conduct of trials. This is defined as the provision of specialist advice and field services on behalf of the Design Authority for:
  - a. Development and validation of factory acceptance tests, in-service trials agendas, and Maritime Development, Technical, and Operational Evaluation programmes;
  - b. Preparation of Statements of Work and review of Contractor proposals with respect to trials and acceptance procedures;
  - c. Recommendation of appropriate specifications and standards for a given application (i.e. ASTM, Mil-Standard, etc.) or the establishment and validation of specific equipment/materiel requirements; and
  - d. Investigation, research, development, implementation and deployed support, as required, of tests, methodologies and requirements in support of Operational Test and Evaluation Programmes, Operational Analysis, and Concept Development and Experimentation.
3. Evaluation of Design Changes. This includes:
  - a. Independent review of engineering change proposals;
  - b. Developing and assisting in the conduct of test programmes to determine the effectiveness of design changes; and
  - c. Recommending corrective measures/improvements.

4. Equipment/Systems/Software Audits/Independent Verification and Validation. This includes, when so authorized by the Design Authority:
  - a. Software project evaluation, software evaluation and audits, assessment of Contractor software development capability & methodology, evaluation of Requests for Proposal and bid responses;
  - b. Comparative evaluation and testing of computer systems and information technology;
  - c. Validation of simulator designs, simulator plans and conduct of evaluation trials in support of force development and tactical and doctrinal developments analysis;
  - d. Integration, investigation and evaluation of information, management and communication systems, including deployed networks; and
  - e. Audits of in-service equipment/systems design and technical readiness, including configuration control, maintenance and trials records verification, in support of mandatory technical requirements validation.
  
5. Data Recording, Reduction, and Analysis. This includes provision of expertise in:
  - a. Specification, design, and assembly of instrumentation;
  - b. Evaluation and calibration of transducers and sensors;
  - c. Metrology, including high precision measurements of angular and linear dimensions, alignment checks, surface finishes and coating quality;
  - d. Recording, development and editing of still and high speed photography in support of trials; and
  - e. Development of software applications in support of data collection and analysis.
  
6. Problem Investigation and Analysis. This includes, when so authorized by the Design Authority:
  - a. Conduct of failure investigations;
  - b. Conduct of chemical and physical tests of materials;
  - c. Qualitative or quantitative analysis of problems with existing materiel;
  - d. Evaluation of changes in maintenance activity related to materiel;
  - e. Conduct of feasibility studies, including the evaluation and trial of prototypes, new, or modified materiel to determine suitability, compatibility, and interoperability in a specified application; and
  - f. Conduct of requirements definition studies, including systems, equipment, process and Information Technology systems (hardware and software).
  
7. Support of Ranges. The following services may be required in support of the Naval Ranges, when so requested by the Design Authority:

Solicitation No. - N° de l'invitation  
W8482-217850/A  
Client Ref. No. - N° de réf. du client  
W8482-217850

Amd. No. - N° de la modif.  
File No. - N° du dossier  
027ism.W8482-217850

Buyer ID - Id de l'acheteur  
027ism  
CCC No./N° CCC - FMS No./N° VME

---

- a. Conduct of range activity and analysis of range measurements;
  - b. Evaluation of range capabilities, requirements and equipment; and
  - c. Maintenance and support of range equipment.
8. Independent Verification and Validation of Naval Material Acquisition and Support (NMA&S) Policy & Processes. This includes, when so authorized by the Design Authority:
- a. Evaluation of NMA&S policy, processes and procedures, including verification of equipment nomenclature, data interface with Management Information Systems and validation of stock accounts and materiel authorization documentation; and
  - b. Validation of NMA&S processes, including verification of management and materiel data in Management Information System.

## ANNEX B – KEY CONTRACTOR PERSONNEL AND ENGINEERING & TECHNICAL SKILL SETS

### 1. Key Contractor Personnel

The key contractor personnel for NETE includes the management team and labour categories:

<b>Management Team</b>	
Site Manager	The Contractor's must have a Site Manager who will be the Contractor's on-site representative and the principal point of contact in all matters relating to the Contract.
Quality System Manager	The Contractor must have a Quality System Manager responsible for the Quality System to ensure that NETE maintains its ISO 9001 certification
Facility Manager	The Contractor must have a Facility Manager responsible for the maintenance and support of facility and immovable assets, including IT and physical security.
Health and Safety/ Hazardous Material / Environmental Specialist(s)	The Contractor must have a resource(s), responsible for management of the health and safety, hazardous material and environmental programs at NETE.
Section Head Managers	The Contractor must have the following Section Head Managers employed in a supervisory capacity: <ul style="list-style-type: none"><li>a. Marine Systems Section Head Manager qualified as a Naval Systems Specialist or as a Senior Engineer;</li><li>b. Combat Systems Section Head Manager qualified as a Senior Engineer or as a Naval Systems Specialist;</li><li>c. Information &amp; Communication Systems Manager qualified as a Senior Engineer or a Senior Software Specialist.</li></ul>
<b>Labour Categories</b>	
Include but are not limited to:	Engineers, Technicians, Technologists, IT Testers, Network Administrators, Software Specialists, Naval System Specialists and Environmental Scientists/Specialists.

## 2. Engineering & Technical Skill Sets

Engineering knowledge and technical skills are maintained in the following competency areas:

### 1. Combat Systems:

- a. Operation, maintenance and testing of shipboard combat data systems;
- b. Operation, maintenance and testing of shipboard radars (surveillance and fire control) and associated systems;
- c. Combat systems simulators and trainers;
- d. Operation, maintenance and testing of naval missiles, torpedoes, launchers, and targets;
- e. Weapons firing data recording and post-firing data analysis;
- f. Operation, maintenance and testing of naval electronic support measures;
- g. Fundamentals, testing, problem solving and analysis of electromagnetic environmental effects;
- h. Naval underwater warfare acoustic sensors & systems; and
- i. Requirements and operation of Naval Electronic Support Test Ranges (NESTR).

### 2. Computer, Communication and Information Systems:

- a. Development and evaluation of local and wide area networks and turnkey computer systems that comply with DND security policy and contemporary security practices;
- b. Software Independent Verification and Validation;
- c. Current generation naval maintenance management information systems (Defence Resource Management Information System); and
- d. Shipboard non-tactical ADP systems.

### 3. Marine Systems:

- a. Operation, maintenance and testing of shipboard power generation & distribution systems;
- b. Environmental & pollution prevention legislation applicable to navies;
- c. Operation, maintenance and testing of shipboard pollution abatement systems including certification testing to IMO or other standards;
- d. Strain gauging and hull stress measurement methods;
- e. Shock, noise, and vibration measurement and analysis in the naval environment;
- f. Marine gas turbine operation, maintenance, and testing;

- g. Marine diesel engine operation, maintenance, and testing;
  - h. Operation, maintenance and testing of shipboard fuel & lubrication systems;
  - i. Physical shock, noise, and vibration measurements and instrumentation;
  - j. Operation, maintenance and testing of shipboard power transmission systems including gearing, shafting, and propellers;
  - k. Flow measurement in piping (invasive and non-invasive);
  - l. Air flow measurement in ductwork & airflow balancing in multi-branch duct systems;
  - m. Engine test cells, dynamometers, and data acquisition systems;
  - n. Materiel test procedures to ASTM and other standards, including fuel, lube oil, and coolant test methods;
  - o. Main propulsion machinery vibration, temperature and condition analysis; and
  - p. Naval damage control equipment and procedures.
4. Test Support:
- a. Human performance data collection, analysis and reduction techniques;
  - b. Subject characteristic and population sampling methods;
  - c. Human performance measures and limits;
  - d. System Effectiveness Testing concepts and methods (i.e. verification that the operator/maintainer can perform required tasks);
  - e. Equipment Health Monitoring (EHM) techniques;
  - f. Modern laboratory analytical equipment;
  - g. Still photography and high speed/video of blast/shock events to support Trials;
  - h. Anti-friction bearing failure analysis and use of bearing balancing Machines; and
  - i. Naval oil and coolant condition analysis techniques and program.

## ANNEX C – INDEPENDENCE CLAUSE

### PART 1 – GENERAL INFORMATION

#### 1.2 Summary

##### 1.2.1 Mandate

The Naval Engineering Test Establishment (NETE) is the Department of National Defence's (DND) principal naval test and evaluation centre. NETE provides Independent Verification and Validation (IV&V), as well as expert test and evaluation services to the Royal Canadian Navy (RCN) and other DND organizations from coast to coast. This ensures the engineering safety and effectiveness of naval equipment.

NETE provides a broad range of multi-disciplinary engineering test and evaluation services, including evaluation of the ability of systems to meet requirements, assistance in the conduct of trials, problem investigation, and verification of Naval Materiel processes.

##### 1.2.2 Core Functions

1. Evaluation of the ability of equipment/systems/software to meet RCN and DND requirements.
2. Assistance to the Design Authority in the development and conduct of trials.
3. Evaluation of Design Changes.
4. Equipment/Systems/Software Audits/Independent Verification and Validation.
5. Data Recording, Reduction, and Analysis.
6. Problem Investigation and Analysis.
7. Support of Ranges.
8. Independent Verification and Validation (IV&V) of Naval Material Acquisition and Support (NMA&S) Policy & Processes

Each of these Core Functions is further defined in Annex A.

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

#### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bidder Team Member means the Bidder and any other related parties, including subcontractors and affiliates, under the *de jure* or *de facto* control of the Bidder, who are not at operating at arms-length to the Bidder, whether or not the parties are named in the Bid (the "Related Party" or "Related Parties").

- (c) The Bidder must sign the Certification at Part 5, Section 5.1 and submit it with their Bid.
- (d) The Bidder must fully disclose the names and roles of each Bidder Team Member. The Bidder must, upon request from the Contracting Authority, provide the written confirmation from each Bidder Team Member named in the bid, that such named Bidder Team Member has a written commitment with the Bidder to enter into a subcontract to perform work pursuant to the terms of the Bidder's Bid and this RFP.
- (e) The Bidder must complete and submit with their Bid a Bidder Structure Grid in Annex "XX", Appendix XX. In addition, for each Bidder Team Member that has or will complete work under other Government of Canada defence or military projects related to the Mandate and Core Functions specified in Sections 1.2.1 and 1.2.2. above, and further defined in Section 4.2(a)(ii) below, the Bidder must attach a sheet to the Bidder Structure Grid indicating each Bidder Team Member's name/affiliate name, role, name of contract, description of the nature of work, and whether the work has or has not been completed.
- (f) An evaluation team composed of representatives of Canada will evaluate the bids. A Fairness Monitor (FM) will be engaged to monitor the evaluation.

#### 4.2 Scope of Work and Restrictions on Bidding

##### (a) Prior and Future Conflicts of Interest

- i. The Bidder and its Related Parties must be and remain available to perform Work during the period of the Contract per the Mandate and Core Functions specified in Sections 1.2.1 and 1.2.2 above and further defined in Annex X Of the SOW
- ii. For greater clarity, the Bidder shall ensure that the Bidder and their Related Parties conducting and reviewing Work as part of this Contract do not perform work under other Government of Canada defence projects related to the Mandate and Core Functions specified in Sections 1.2.1 and 1.2.2. above during the performance of this Contract. For example, Projects include, but are not limited to, the following:
  - National Shipbuilding Strategy (NSS)
  - Canadian Surface Combatant (CSC)
  - Arctic and Offshore Patrol Vessel (AOPV)
  - Joint Support Ship (JSS)
  - Multi-Role Boat (MRB)
  - Naval Large Tug (NLT)
  - In-Service Support (ISS) of defence/military systems and equipment
- iii. Canada's prime contractors for each of the above Projects and their Related Parties are deemed to be in conflict of interest and ineligible, in all cases, to perform Work related to the applicable Project under this Contract.
- iv. In addition to supporting the Mandate, Core Functions, and any Project covered by Section 4.2 (a)(ii) above, the Work of the RFP includes any new acquisition projects that arise during the period of this Contract and for a period of XX following the expiry or termination of the Contract.

- v. The Bidder selected in accordance with the RFP to sign and perform this Contract must ensure (and satisfy Canada) that no conflict of interest, real or perceived, could arise through the performance of such Work. Because of the small and integrated nature of the industry, Canada recognizes that such conflicts are possible. The Bidder acknowledges the likelihood of such a conflict arising as a result, for instance, of the Bidder, or their Related Parties having performed work or possibly performing work in future on any Project covered by Section 4.2 (a)(ii) above (other than Work under this Contract).

## **PART 5: CERTIFICATIONS**

### **5.1 Independence, Restrictions on Bidding, and Confidentiality**

The Bidder (hereinafter "Contractor") acknowledges and agrees that if it enters into a contract resulting from this bid solicitation (the "Contract"), the Contractor may have access to proprietary or confidential information or to information related to future bid solicitations or future contracts (collectively "future contracts") for work related to the Work that will be performed under the Contract. The Contractor accordingly agrees to the following restrictions to avoid any unfair advantage or conflict of interest:

- 1) The Contractor agrees that, both during and after the period of performance of the Contract, neither it nor any of its Related Parties performing the Work may bid or participate as a subcontractor or consultant or in any other role in the preparation of any bidder's bid for any future contract for that Project or for other work that would create an unfair advantage or conflict of interest. The Contractor must bind its Related Parties accordingly in order that they comply with this provision.
- 2) Any bid prohibited by paragraph 1) will be deemed non-responsive and will not be considered. If a violation is discovered after award of a future contract, the violation shall be grounds for termination under the default provisions of the Contract.
- 3) The Contractor agrees that Contractor personnel working on a task may be restricted for the period of time specified in the task authorization from working on any future contracts that would result from Work performed under any such task, and the Contractor will ensure that such personnel are advised of this restriction and will have such personnel sign an acknowledgement of the restriction before they begin Work under the task.
- 4) Canada may, in its discretion, in any bid solicitation for future contracts, decide to not disqualify a bid of any person or participated in by any person who is restricted under paragraph 1) from bidding or otherwise participating, if Canada has been provided evidence satisfactory to Canada, in Canada's absolute discretion, that no advantage or other conflict of interest would arise as a result.
- 5) The Contractor shall indemnify and save harmless Canada, the Minister and their servants and agents from and against any damages, costs and expenses or any claim, action, suit or other proceeding which they or any of them may at any time incur and suffer as a result or arising out of any loss or damage which may be or alleged to be caused to or suffered by any person subject to any of the above restrictions, and for all loss or damage suffered by any of the indemnities as a result of any breach by the Contractor of these restrictions.
- 6) The Contractor agrees that all Work performed by it or its Related Parties under the Contract will be independent and impartial. The Contractor agrees it and its Related Parties shall conduct themselves in such a manner to ensure that test and evaluation results of the Work are not biased, or perceived to be biased, by a conflict of interest with other work undertaken by the Contractor or its Related Parties.

Solicitation No. - N° de l'invitation  
W8482-217850/A  
Client Ref. No. - N° de réf. du client  
W8482-217850

Amd. No. - N° de la modif.  
File No. - N° du dossier  
027ism.W8482-217850

Buyer ID - Id de l'acheteur  
027ism  
CCC No./N° CCC - FMS No./N° VME

---

7) The Contractor will safeguard all third party proprietary or confidential information, which may be provided to the Contractor during the performance of the Contract, to the same degree as the Contractor safeguards its own similar information. The Contractor will disclose same only to those Contractor personnel who have a need-to-know for the purposes of the Contractor's performance of the Contract, unless the Contractor obtains the prior written authorization of the Contracting Authority for any further disclosure, and at a minimum the Contractor shall have its Related Parties and each of its employees and consultants to whom any such proprietary or confidential information is to be disclosed sign a nondisclosure agreement on terms and conditions that are the same as those contained in the Corporate Non-Disclosure Agreement at Annex X before commencing Work on any task under the Contract.

The Bidder must sign and submit this provision as part of its Bid.

\_\_\_\_\_  
Full (legal) name of Bidder

\_\_\_\_\_  
Name of person who can bind the Bidder

\_\_\_\_\_  
Signature of person who can bind the Bidder

\_\_\_\_\_  
Date

DRAFT

Solicitation No. - N° de l'invitation  
W8482-217850/A  
Client Ref. No. - N° de réf. du client  
W8482-217850

Amd. No. - N° de la modif.  
File No. - N° du dossier  
027ism.W8482-217850

Buyer ID - Id de l'acheteur  
027ism  
CCC No./N° CCC - FMS No./N° VME

---

**Non-Disclosure and Confidentiality of Information Agreement ('Agreement') with XX for the Naval Engineering Test Establishment ('NETE') Contract:**

<Use this NDA for the winning Bidder only.>

To: Her Majesty the Queen in Right of Canada for the Department of National Defence as represented by the Minister of Public Works and Government Services ('Canada')

1. We, XX, a company incorporated under the laws of YY, Canada (the 'Company') recognize that we may be given access to Confidential Technical Information belonging to Canada or to other identified third parties in the course of or as a result of our Work as a contractor of Canada for services in relation to NETE under Contract # \_\_\_\_\_ (the 'Contract').

2. In this Agreement, 'Confidential Technical Information' means any information in relation to the NETE Contract No. W0123, in any form whether oral, hard copy or electronic, that is known to have or by its nature is likely to have financial value to the party disclosing it or to a third party, or any information that is known to be or by its nature is likely to be treated by the disclosing party as confidential information of itself or a third party that is disclosed to us during the performance of the contract or subcontract or as a result of it, and includes but is not limited to: any such information of a medical, technical or scientific nature, including experimental, clinical, and test data, techniques, methods, processes, know-how, show-how, inventions whether patentable or not, magnetic tape, computer software in any form, printouts from or data retained in computer memory, and in any form presented, whether or not susceptible to copyright, prototypes, samples, or specimens, and all the information and data inherent therein or obtainable therefrom upon any form of analysis, and all information related to the business affairs of Canada or any third party whether or not labeled as proprietary or sensitive.

3. We hereby agree and shall so instruct our employees that we shall not reproduce, duplicate, use, divulge, release or disclose, in whole or in part, in whatever way or form any Confidential Technical Information to any person (other than to a person employed by Canada or to a person expressly consented to by Canada) except on a need to know basis to employees within the Company and to subcontractors of the Company as permitted in the Contract for the purpose of our Contract, and hereby undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this Agreement. Without limiting the generality of the foregoing, we understand and agree that Confidential Technical Information disclosed to us while performing work under the Contract is not to be used for any purpose except to carry out the Contract. For the purpose of this Agreement, embedded consultants who have been approved in writing by Canada and perform work for the Company under contracts of service are deemed to be employees of the Company, and the Company is responsible for them hereunder as if they were employees.

Solicitation No. - N° de l'invitation  
W8482-217850/A  
Client Ref. No. - N° de réf. du client  
W8482-217850

Amd. No. - N° de la modif.  
File No. - N° du dossier  
027ism.W8482-217850

Buyer ID - Id de l'acheteur  
027ism  
CCC No./N° CCC - FMS No./N° VME

---

4. We shall not make use of any Confidential Technical Information for any purpose other than the carrying out of our obligations and the exercise of our rights under our Contract, described above.

5. At the written request of Canada or at the expiry or termination of our Contract, we will immediately deliver to the Contracting Authority of PWGSC all hard copies of all Confidential Technical Information that have come into our possession or have been made in the performance of the Contract as well as every draft, working paper and note that contains any of the confidential information, and we will immediately delete all electronic records of any of those, except that we are under no obligation to delete back-up computer records provided that we make no attempt to retrieve such records.

6. Nothing in this Agreement shall be construed as preventing the disclosure or use of any Confidential Technical Information to the extent that such information:

- (a) is or becomes in the public domain through no fault of our own;
- (b) is or becomes known to us from a source other than Canada or the party who disclosed it to us for purposes of the Contract, except any source that is known to us to be under an obligation not to disclose the information; or
- (c) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

7. The Company acknowledges that the Confidential Technical Information is proprietary and confidential and that Canada would be irreparably damaged if any of the provisions contained in this Agreement are not performed by the Company in accordance with the terms set out and therefore the Company agrees that, in addition to monetary damages and without limiting any other rights or remedies that Canada may have, Canada will have the right to immediate injunction and specific performance or other available equitable relief in any court of competent jurisdiction, enjoining any such threatened or actual breach of this Agreement by the Company.

8. If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. The remaining provisions of this Agreement shall continue in full force and effect.

9. No failure or delay by any party in exercising any right, power or privilege under this Agreement will operate as a waiver of that right, power or privilege, and the single or partial exercise of a right, power or privilege under this Agreement will not preclude any other or future exercise of that or any other right, power or privilege. Any amendment to this Agreement will be effective only if in writing signed by all the parties.

Solicitation No. - N° de l'invitation  
W8482-217850/A  
Client Ref. No. - N° de réf. du client  
W8482-217850

Amd. No. - N° de la modif.  
File No. - N° du dossier  
027ism.W8482-217850

Buyer ID - Id de l'acheteur  
027ism  
CCC No./N° CCC - FMS No./N° VME

---

10. This Agreement must be interpreted and governed by the laws in force in Province, Canada.

11. We agree that the terms of this Agreement shall survive the completion of the Work under our Contract.

IN WITNESS WHEREOF this Agreement has been duly signed and delivered this \_\_\_\_\_ day of \_\_\_\_ -  
\_\_, 20\_\_, by our officers duly authorized in this respect.

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature

\_\_\_\_\_

(I have authority to bind the Company)

DRAFT

Solicitation No. - N° de l'invitation  
W8482-217850/A  
Client Ref. No. - N° de réf. du client  
W8482-217850

Amd. No. - N° de la modif.  
File No. - N° du dossier  
027ism.W8482-217850

Buyer ID - Id de l'acheteur  
027ism  
CCC No./N° CCC - FMS No./N° VME

---

## Non-Disclosure and Confidentiality of Information Agreement ('Agreement') with Contractor's Related Parties

<Use this NDA for each of the winning Bidder's related parties that are incorporated - even if it a company of 1 individual.>

To: Her Majesty the Queen in Right of Canada for the Department of National Defence (DND) as represented by the Minister of Public Works and Government Services ('Canada')

And: Prime Naval Engineering Test Establishment ('NETE') Contractor ('XX')

1. I/We, \_\_\_\_\_ <corporate legal name> a company incorporated under the laws of \_\_\_\_\_, \_\_\_\_\_ (the 'Company') recognize that in the course of or as a result of our work as a contractor or subcontractor to XX for services in relation to the NETE Contract No. W0123, (the 'Contract') we may be given access to Confidential Technical Information belonging to Canada or to other identified third parties.
2. In this Agreement, 'Confidential Technical Information' means any information in relation to the NETE Contract No. W0123, in any form whether oral, hard copy or electronic, that is known to have or by its nature is likely to have financial value to the party disclosing it or to a third party, or any information that is known to be or by its nature is likely to be treated by the disclosing party as confidential information of itself or a third party that is disclosed to us during the performance of the contract or subcontract or as a result of it, and includes but is not limited to: any such information of a medical, technical or scientific nature, including experimental, clinical, and test data, techniques, methods, processes, know-how, show-how, inventions whether patentable or not, magnetic tape, computer software in any form, printouts from or data retained in computer memory, and in any form presented, whether or not susceptible to copyright, prototypes, samples, or specimens, and all the information and data inherent therein or obtainable therefrom upon any form of analysis, and all information related to the business affairs of Canada or any third party whether or not labeled as proprietary or sensitive.
3. We hereby agree and shall so instruct our employees that we shall not reproduce, duplicate, use, divulge, release or disclose, in whole or in part, in whatever way or form any Confidential Technical Information to any person (other than to a person employed by Canada or to a person to whom disclosure has been expressly consented to by Canada) except on a need to know basis to employees within the Company and for the purpose of our contract, and hereby undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written instructions issued by Canada or XX, to prevent the disclosure of or access to such information in contravention of this Agreement. The Company will be responsible for any breach by its employees of obligations under this Agreement.
4. Without limiting the generality of the foregoing, we understand and agree that Confidential Technical Information disclosed to us while performing work under the Contract remains the property of Canada or a third party, as the case may be, and is not to be used for any purpose except to carry out the Contract. For the purpose of this Non-Disclosure Agreement, embedded

consultants who have been approved in writing by Canada and perform work for the Company under contracts of service are deemed to be employees of the Company, and the Company is responsible for them hereunder as if they were employees.

5. At the written request of Canada or XX, or at the expiry or termination of the Contract, we will immediately deliver to XX all hard copies of all Confidential Technical Information that have come into our possession or have been made in the performance of the Contract as well as every draft, working paper and note that contains any of the Confidential Technical Information, and we will immediately delete all electronic records of any of those, except that we are under no obligation to delete back-up computer records provided that we make no attempt to retrieve such records.
6. Nothing in this Agreement shall be construed as preventing the disclosure or use of any Confidential Technical Information to the extent that such information:
  - (a) is or becomes in the public domain through no fault of our own;
  - (b) is or becomes known to us from a source other than Canada or XX, except any source that is known to us to be under an obligation not to disclose the information; or
  - (c) is disclosed, with the prior written notification to Canada and XX, under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.
7. The Company acknowledges that the Confidential Technical Information is proprietary and confidential and that Canada or XX, as the case may be, would be irreparably damaged if any of the provisions contained in this Agreement are not performed by the Company in accordance with the terms set out and therefore the Company agrees that, in addition to monetary damages and without limiting any other rights or remedies that Canada or XX may have, Canada and XX will have the right to an immediate injunction and specific performance or other available equitable relief in any court of competent jurisdiction, enjoining any such threatened or actual breach of this Agreement by the Company.
8. If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. The remaining provisions of this Agreement shall continue in full force and effect.
9. No failure or delay by any party in exercising any right, power or privilege under this Agreement will operate as a waiver of that right, power or privilege, and the single or partial exercise of a right, power or privilege under this Agreement will not preclude any other or future exercise of that or any other right, power or privilege. Any amendment to this Agreement will be effective only if in writing signed by all the parties.
10. This Agreement must be interpreted and governed by the laws in force in Province, Canada.
11. We agree that the terms of this Agreement shall survive the completion of the work under our contract or subcontract with XX as the case may be.

[IF APPLICABLE INSERT THE FOLLOWING: This Non-Disclosure and Confidentiality of Information Agreement supersedes the Non-

Solicitation No. - N° de l'invitation  
W8482-217850/A  
Client Ref. No. - N° de réf. du client  
W8482-217850

Amd. No. - N° de la modif.  
File No. - N° du dossier  
027ism.W8482-217850

Buyer ID - Id de l'acheteur  
027ism  
CCC No./N° CCC - FMS No./N° VME

---

Disclosure and Confidentiality of Information Agreement signed on \_\_\_\_\_ for confidential information disclosed to us after the date hereof.]

IN WITNESS WHEREOF this Agreement has been duly signed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by our officers duly authorized in this respect.

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature

\_\_\_\_\_

(I have authority to bind the Company)

DRAFT

Solicitation No. - N° de l'invitation  
W8482-217850/A  
Client Ref. No. - N° de réf. du client  
W8482-217850

Amd. No. - N° de la modif.  
File No. - N° du dossier  
027ism.W8482-217850

Buyer ID - Id de l'acheteur  
027ism  
CCC No./N° CCC - FMS No./N° VME

---

## Non-Disclosure and Confidentiality of Information Agreement ('Agreement') with Contractor's Employees

<Use this NDA for all employees of the winning Bidder and all employees of the Related Parties that signed the second NDA above.>

To: Her Majesty the Queen in Right of Canada for the Department of National Defence (DND) as represented by the Minister of Public Works and Government Services ('Canada')

And: Prime Naval Engineering Testing Establishment ('NETE') Contractor ('XX')

1. I, \_\_\_\_\_ <employee's full legal name > am an employee, or deemed to be an employee of \_\_\_\_\_ <corporate legal name > a company incorporated under the laws of \_\_\_\_\_, \_\_\_\_\_ (the 'Company') recognize that in the course of or as a result of my work as an employee for services in relation to the NETE Contract No. W0123, (the 'Contract') may be given access to Confidential Technical Information belonging to Canada or to other identified third parties.
2. In this Agreement, 'Confidential Technical Information' means any information in relation to the NETE Contract No. W0123, in any form whether oral, hard copy or electronic, that is known to have or by its nature is likely to have financial value to the party disclosing it or to a third party, or any information that is known to be or by its nature is likely to be treated by the disclosing party as confidential information of itself or a third party that is disclosed to us during the performance of the contract or subcontract or as a result of it, and includes but is not limited to: any such information of a medical, technical or scientific nature, including experimental, clinical, and test data, techniques, methods, processes, know-how, show-how, inventions whether patentable or not, magnetic tape, computer software in any form, printouts from or data retained in computer memory, and in any form presented, whether or not susceptible to copyright, prototypes, samples, or specimens, and all the information and data inherent therein or obtainable therefrom upon any form of analysis, and all information related to the business affairs of Canada or any third party whether or not labeled as proprietary or sensitive.
3. I hereby agree that I shall not reproduce, duplicate, use, divulge, release or disclose, in whole or in part, in whatever way or form any Confidential Technical Information to any person (other than to a person employed by Canada or to a person to whom disclosure has been expressly consented to by Canada) except on a need to know basis to employees within the Company and for the purpose of the Contract, and hereby undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written instructions issued by Canada or XX, to prevent the disclosure of or access to such information in contravention of this Agreement.
4. Without limiting the generality of the foregoing, I understand and agree that Confidential Technical Information disclosed to me while performing work under the Contract remains the

property of Canada or a third party, as the case may be, and is not to be used for any purpose except to carry out the contract. For the purpose of this Non-Disclosure Agreement, embedded consultants who have been approved in writing by Canada and perform work for the Company under contracts of service are deemed to be employees of the Company, and the Company is responsible for them hereunder as if they were employees.

5. At the written request of Canada or XX, or at the expiry or termination of the contract, I will immediately deliver to XX all hard copies of all Confidential Technical Information that have come into my possession or have been made in the performance of the contract as well as every draft, working paper and note that contains any of the Confidential Technical Information, and I will immediately delete all electronic records of any of those, except that I am under no obligation to delete back-up computer records provided that I make no attempt to retrieve such records.
6. Nothing in this Agreement shall be construed as preventing the disclosure or use of any Confidential Technical Information to the extent that such information:
  - (a) is or becomes in the public domain through no fault of my own;
  - (b) is or becomes known to me from a source other than Canada or XX, except any source that is known to me to be under an obligation not to disclose the information; or
  - (c) is disclosed, with the prior written notification to Canada and XX, under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.
7. I acknowledge that the Confidential Technical Information is proprietary and confidential and that Canada or XX, as the case may be, would be irreparably damaged if any of the provisions contained in this Agreement are not performed by me in accordance with the terms set out and therefore I agree that, in addition to monetary damages and without limiting any other rights or remedies that Canada or XX may have, Canada and XX will have the right to an immediate injunction and specific performance or other available equitable relief in any court of competent jurisdiction, enjoining any such threatened or actual breach of this Agreement by me.
8. If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. The remaining provisions of this Agreement shall continue in full force and effect.
9. No failure or delay by any party in exercising any right, power or privilege under this Agreement will operate as a waiver of that right, power or privilege, and the single or partial exercise of a right, power or privilege under this Agreement will not preclude any other or future exercise of that or any other right, power or privilege. Any amendment to this Agreement will be effective only if in writing signed by all the parties.
10. This Agreement must be interpreted and governed by the laws in force in Province, Canada.
11. I agree that the terms of this Agreement shall survive the completion of the work under our contract or subcontract with XX as the case may be.

Solicitation No. - N° de l'invitation  
W8482-217850/A  
Client Ref. No. - N° de réf. du client  
W8482-217850

Amd. No. - N° de la modif.  
File No. - N° du dossier  
027ism.W8482-217850

Buyer ID - Id de l'acheteur  
027ism  
CCC No./N° CCC - FMS No./N° VME

---

[IF APPLICABLE INSERT THE FOLLOWING: This Non-Disclosure and Confidentiality of Information Agreement supersedes the Non-Disclosure and Confidentiality of Information Agreement signed on \_\_\_\_\_ for confidential information disclosed to us after the date hereof.]

IN WITNESS WHEREOF this Agreement has been duly signed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by our officers duly authorized in this respect.

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature  
\_\_\_\_\_

DRAFT

## ANNEX D – QUESTIONS TO INDUSTRY

### Question 1, Independence Clause:

The independence of NETE, and thus its service provider, is an essential aspect of its operations since the results of tests and evaluations may be used by the Naval Design Authority to accept or reject equipment, systems, and software for service in CAF. Annex C presents the Independence clause which details Restrictions on Bidding and what is deemed to constitute Conflict of Interest given NETE's mandate.

- Based on this restriction, would your Company still be able to potentially bid on this requirement? If not, why?

Note: that a Conflict of Interest might arise from work completed either by your own company or a Related Party (as defined in Annex C – Independence Clause).

### Question 2, Security Requirement:

Some of the work conducted under the future Contract will require the Contractor to have access to, use, and store and/or generate information with a Classification of up to Top Secret. To do this the Contractor will require both organization security clearance (Facility Security Clearance) and security clearance for all personnel who have contact with classified information.

- Do you, as the Contractor, anticipate any difficulties in either your organization or your personnel obtaining and/or maintaining these clearances?
- If you do not already have the required level of security clearances, would you be willing to have PSPC initiate the process to obtain these clearance during the RFP process and in advance of RFP closing (i.e. before Canada is aware of who the successful Bidder is)?

### Question 3, Performance Incentives Measures:

Based on what you currently know about NETE, do you have suggestions on a fair, comprehensive and yet simple framework to measure service-provider performance, using recognized metrics and effective performance incentives? If so, please provide details.

### Question 4, Network:

NETE is currently using NETELAN, which is a government-owned but contractor-operated and maintained network used to perform all NETE task administration, including the generation, review and filing of technical deliverables. These functions are supported by a home-grown custom-built application called Cost/Schedule Performance Measurement System (C/SPMS). What role would you foresee NETELAN playing in your solution? I.e.: would you a) use it as it is now; b) merge or interface it with your own Enterprise Resource Planning (ERP) or c) replace it

Solicitation No. - N° de l'invitation  
W8482-217850/A  
Client Ref. No. - N° de réf. du client  
W8482-217850

Amd. No. - N° de la modif.  
File No. - N° du dossier  
027ism.W8482-217850

Buyer ID - Id de l'acheteur  
027ism  
CCC No./N° CCC - FMS No./N° VME

---

completely by your own ERP. If A or B, would you prefer it remained a government-owned item or would you consider acquiring it?

**Question 5, Letter of Interest Documentation:**

Do you have any concerns with any other aspects of the information contained in this Letter of Interest (LOI) and associated documentation? If so, please provide comments.

Solicitation No. - N° de l'invitation  
W8482-217850/A  
Client Ref. No. - N° de réf. du client  
W8482-217850

Amd. No. - N° de la modif.  
File No. - N° du dossier  
027ism.W8482-217850

Buyer ID - Id de l'acheteur  
027ism  
CCC No./N° CCC - FMS No./N° VME

---

## **ANNEX E – INDUSTRIAL TECHNOLOGICAL BENEFITS QUESTIONS TO INDUSTRY**

### **Question 1:**

What Work would you estimate not occurring in Canada, and in what areas? What would this non-Canadian work represent as a percentage of total work undertaken under this requirement?

### **Question 2:**

For the purposes of economic leveraging, are there other indirect Industrial and Technological Benefit opportunities in the areas of Research and Development, Supplier Development, Skills Development and Training, and Exports that could be leveraged in Canada to offset any non-Canadian work?

## ANNEX F – Response Template

<b>Company Name:</b>
<b>Contact Name:</b>
<b>Phone Number:</b>
<b>Email:</b>
<b>Annex D – Questions to Industry</b>
<p>1. The NETE independence of NETE, and thus its service provider, is an essential aspect of its operations since the results of tests and evaluations may be used by the Naval Design Authority to accept or reject equipment, systems, and software for service in CAF. Annex C presents the Independence clause which details the Restrictions on Bidding and what is deemed to constitute Conflict of Interest given NETE's mandate.</p> <ul style="list-style-type: none"><li>Based on this restriction, would your Company still be able to potentially bid on this requirement? If not, why?</li></ul> <p>Note: that this Conflict of Interest might arise from work completed either by your own company or a Related Party (as defined in Annex C – Independence clause).</p>
<p>2. Some of the work conducted under the future Contract will require the Contractor to have access to, use, and store and/or generate information with a Classification of up to Top Secret. To do this the Contractor will require both organization security clearance (Facility Security Clearance) and security clearance for all personnel who have contact with classified information.</p> <ul style="list-style-type: none"><li>Do you, as the Contractor, anticipate any difficulties in either your organization or your personnel obtaining and/or maintaining these clearances?</li><li>If you do not already have the required level of security clearances, would you be willing to have PSPC initiate the process to obtain these clearance during the RFP process and in advance of RFP closing (i.e. before Canada is aware of who the successful Bidder is)?</li></ul>
<p>3. Based on what you currently know about NETE, do you have suggestions on a fair, comprehensive and yet simple framework to measure service-provider performance, using recognized metrics and effective performance incentives? If so, please provide details.</p>
<p>4. NETE is currently using NETELAN, which is a government-owned but contractor-operated and maintained network used to perform all NETE task administration, including the</p>

Solicitation No. - N° de l'invitation  
W8482-217850/A  
Client Ref. No. - N° de réf. du client  
W8482-217850

Amd. No. - N° de la modif.  
File No. - N° du dossier  
027ism.W8482-217850

Buyer ID - Id de l'acheteur  
027ism  
CCC No./N° CCC - FMS No./N° VME

generation, review and filing of technical deliverables. These functions are supported by a home-grown custom-built application called Cost/Schedule Performance Measurement System (C/SPMS). What role would you foresee NETELAN playing in your solution? I.e.: would you a) use it as it is now; b) merge or interface it with your own Enterprise Resource Planning (ERP) or c) replace it completely by your own ERP. If A or B, would you prefer it remained a government-owned item or would you consider acquiring it?

5. Do you have any concerns with any other aspects of the information contained in this Letter of Interest (LOI) and associated documentation? If so, please provide comments.

## **Annex E – Industrial Technological Benefits Questions to Industry**

6. What Work would you estimate not occurring in Canada, and in what areas? What would this non-Canadian work represent as a percentage of total work undertaken under this requirement?

7. For the purposes of economic leveraging, are there other indirect Industrial and Technological Benefit opportunities in the areas of Research and Development, Supplier Development, Skills Development and Training, and Exports that could be leveraged in Canada to offset any non-Canadian work?

Solicitation No. - N° de l'invitation  
W8482-217850/A  
Client Ref. No. - N° de réf. du client  
W8482-217850

Amd. No. - N° de la modif.  
File No. - N° du dossier  
027ism.W8482-217850

Buyer ID - Id de l'acheteur  
027ism  
CCC No./N° CCC - FMS No./N° VME

---

## ANNEX G – Attestation Form

To be completed in its entirety, signed and forwarded to the Contracting Authority on or before November 5<sup>th</sup>, 2020.

Respondent Company Name: \_\_\_\_\_

Respondent Company Address:

\_\_\_\_\_

Primary Contact Name: \_\_\_\_\_

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

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

Telephone Number(s): Office ( ) \_\_\_\_\_ Cell: ( ) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Preferred official language of communication: \_\_\_\_\_

In order to be considered as a participant for the Industry Day and one-on-one meetings, we attest to the following:

**With regard to Prior and Future Conflicts of Interest**

We confirm that we currently are not a Contractor for any of the current projects listed in Annex C, section 4.2 ii that will continue beyond 2024 or that is providing In-Service Support of defence/military systems and equipment.

**With regard to Contracting and Testing & Evaluation Experience:**

We confirm that as an individual company or other properly constituted legal entity, we have conducted significant T&E work on complex equipment, and have managed at least one government service contract of at least \$10M within the last 5 years.

**With regard to Technical Capability:**

We have the capability and capacity to provide T&E services such as: the evaluation of equipment to meet requirements, the development and conduct of trials, the evaluation of design changes, Independent Verification and Validation of systems and software, data recording and analysis and problem investigation.

We also have the capability and capacity to maintain and operate a T&E facility, including maintenance planning, configuration management, documentation, warehousing, materiel management, project management, contract and subcontract management, risk management, quality assurance, and intellectual property management.

**With regard to Financial Depth:**

We have a stable financial forecast.

Solicitation No. - N° de l'invitation  
W8482-217850/A  
Client Ref. No. - N° de réf. du client  
W8482-217850

Amd. No. - N° de la modif.  
File No. - N° du dossier  
027ism.W8482-217850

Buyer ID - Id de l'acheteur  
027ism  
CCC No./N° CCC - FMS No./N° VME

---

**We further understand and agree that:**

Although a Respondent may choose to name any number of individuals to represent them, Canada reserves the right to limit the number of representatives per Respondent, if necessary. In such a case, Canada will inform Respondents if it intends to do so before the scheduled meeting.

Participation in Industry Day and one-on-one meetings is not a prerequisite for submitting a proposal in response to any future Request for Proposal for the NETE 3 contract; but it is strongly encouraged.

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

Signature: \_\_\_\_\_ Date \_\_\_\_\_