



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des
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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

Title - Sujet NETE 3 Naval Engineering Test Establishment (NETE) 3	
Solicitation No. - N° de l'invitation W8482-217850/D	Date 2022-05-03
Client Reference No. - N° de référence du client W8482-217850	GETS Ref. No. - N° de réf. de SEAG PW-\$ISM-027-28667
File No. - N° de dossier 027ism.W8482-217850	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2022-05-31 Heure Avancée de l'Est HAE	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Beaumier, Julie	Buyer Id - Id de l'acheteur 027ism
Telephone No. - N° de téléphone (613) 851-9981 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

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

Request for Information

BACKGROUND

The Department of National Defence (DND), has a requirement for the renewal contract of the Government Owned – Contractor Operated (GOCO) – Naval Engineering Test Establishment (NETE) 3.

NETE is DND's 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.

This Request for Information (RFI) follows:

- the RFI W8482-217850/B published on October 15, 2020, and;
- the RFI W8482-217850/C published on November 16, 2021

OBJECTIVES

The objectives of this release are to:

1. Engage industry to provide feedback on draft solicitation documents, including the Statement of Work (SOW) the Technical and Financial Evaluation and the Terms and Conditions.
2. Allow supplier time to assess and comment on the adequacy and clarity of the requirements as currently expressed; and
3. Invite capable suppliers interested to participate in a one-on-one session in May 2022.

ONE-ON-ONE SESSION

Please note that due to COVID-19 related Public Health restrictions, the one-on-one session will be held by audio and/or videoconferencing (Microsoft Teams) only. If so, direction on how to connect to the session 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 one on one session in order to obtain additional information and/or provide comments on the draft solicitation documents. One-on-one sessions will be held the week of May 16th, 2022. Potential Respondents who are interested in attending the one-on-one session must send, on or before May 12th, 2022 an e-mail confirmation to the Contracting Authority at Julie.Beaumier@tpsgc-pwgsc.gc.ca. Please note that additional information on the specifics of the one-on-one sessions will only be released to Potential Respondents that have submitted an e-mail confirmation to the Contracting Authority.

Non-attendance a one-on-one session will not preclude a supplier from bidding on this requirement should a follow-on solicitation be issued.

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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

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

- a) Respondents are requested to use the provided draft Feedback Form below to submit their responses. Respondents are requested to provide their responses in PDF format in an email not to exceed 4 MBs in size.
- b) Each Respondent is solely responsible for ensuring their response is delivered to the Contracting Authority via email to the correct location listed above. The Contracting Authority will confirm receipt.
- c) Changes to this RFI may occur and will be advertised on the Government Electronic Tendering System. Canada asks Respondents to visit Buyandsell.gc.ca regularly to check for changes, if any.
- d) These draft solicitation 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.

CLOSING DATE FOR THE RFI

Responses to this RFI are to be submitted to the PWGSC Contracting Authority identified above, on or before May 31st, 2021.

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

(Include this template with populated information into your email response)

Company Information

Name:

Address:

Postal Code:

Point of Contact:

Telephone:

E-mail:

Language of Choice (English or French):

Feedback Table

Draft Section	Observed Issue/Concern	Feedback / Recommended Solution

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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 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 include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, DND 626 Task Authorization Form and any other annexes.

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 and 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 and software Audits and IV&V.
5. Data Recording, Reduction, and Analysis.
6. Problem Investigation and Analysis.
7. Support of Ranges.

8. Support of Innovation Projects.
9. IV&V of Naval Material Acquisition and Support (NMA&S) Policy & Processes.
Each of these Core Functions is further defined in Section 2 of the SOW at Annex B.

- 1.2.3 NETE was created in 1953 to test naval auxiliary equipment, for the Royal Canadian Navy (RCN). Since its inception, NETE has operated as 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.
- 1.2.4 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 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 Test & Evaluation (T&E) services to the RCN and other National Defence organizations from coast to coast.
- 1.2.5 The initial contract period is five (5) years from date of contract award.
- 1.2.6 Canada may exercise, at its sole discretion, up to fifteen (15) optional contract extensions.
- 1.2.7 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 [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.
- 1.2.8 The requirement is limited to Canadian goods and services.
- 1.2.9 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).
- 1.2.10 This procurement is subject to the Canadian Free Trade Agreement (CFTA). At the present time, Canada has not invoked the National Security Exception (NSE) with respect to this procurement process. However, Canada may, at any time during the procurement process up until the award of any resulting contract, decide to invoke the NSE if Canada considers that doing so is prudent in order to ensure that Canada can undertake all the security processes and impose the security measures it considers necessary to protect Canada's national security interests.
- 1.2.11 There is an optional bidders' conference and site visit associated with this requirement where personnel security screening is required prior to gaining access to _____ (insert PROTECTED information, assets or sites or CLASSIFIED information, assets or sites). Consult Part 2 – Bidder Instructions.
- 1.2.12 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.
- 1.2.13 This bid solicitation requires Bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

1.2.14 This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

1.2.15 The Economic Impact Assessment (EIA) applies to this procurement; refer to Annex J.

1.2.16 Canada has engaged an Independent Fairness Monitor for this procurement. The Fairness Monitor will provide formal oversight and independent validation of the fairness of the procurement process. The Fairness Monitor will submit its final report to Canada, which will be made public. Fairness Monitor Reports may be viewed at: [Fairness Monitoring Program - Accountability - PSPC \(tpsgc-pwgsc.gc.ca\)](#)

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 INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2020-05-28) 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: ____ days

2.2 Submission of Bids

Bids must be received only by the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date and time indicated on the front page of this bid solicitation.

For epost Connect, the Bid Receiving Unit email address is:

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.

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

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

- a. an individual;
- b. an individual who has incorporated;

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as

such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

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 Improvement of Requirement During Solicitation Period

Should Bidders consider that the specifications or Statement of Work (SOW) contained in the bid solicitation could be improved technically or technologically, Bidders are invited to make suggestions, in writing, to the Contracting Authority (CA) named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular Bidder will be given consideration provided they are submitted to the CA at least ten (10) business days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 Bidders' Conference

A bidders' conference will be held at NETE facility in LaSalle on XX. The conference will begin at XX, in XX. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Personnel security screening is required prior to gaining authorized access to _____ (*insert PROTECTED information, assets, or sites or CLASSIFIED information, assets or sites*). The Bidder's Company Security Officer (CSO) must ensure that their representatives hold a valid security clearance at the required level for the bidders' conference.

This bidders' conference is subject to the COVID-19 Vaccination Policy for Supplier Personnel. The person(s) who attend must be fully vaccinated against COVID-19, or, for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada.

Bidders must communicate with the Contracting Authority before the conference to confirm attendance. Bidders should provide, in writing, to the Contracting Authority, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than _____ (*insert date and time*). Bidders must also complete and submit the following certification:

I, _____ (*first and last name*), as the representative of _____ (*name of business*) pursuant to _____ (*insert solicitation number*), warrant and certify that all personnel that will attend this bidders' conference on this business' behalf are:

- a. fully vaccinated against COVID-19; or
- b. for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada.

I certify that all personnel that will attend on behalf of _____ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the bidders' conference. I understand that the certifications provided to Canada are subject to verification at all times. Canada reserves the right to request additional information to verify the certifications at all times. I also understand that Canada will declare a bid non-responsive or a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly.

Signature: _____

Date: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the *Privacy Act*. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose of the Contract and who require access to federal government workplaces where they may come into contact with public servants.

Failure to provide and comply with the above certification or to comply with the security requirements will result in the representatives being denied access to the bidders' conference.

Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid.

2.8 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 NETE facility in LaSalle. The site visit will begin at XX, in XX.

Personnel security screening is required prior to gaining authorized access to _____ (*insert PROTECTED information, assets, or sites or CLASSIFIED information, assets or sites*). The Bidder's Company Security Officer must ensure that their representative(s) hold a valid security clearance at the required level for the site visit. Failure to comply with the security requirements will result in the representative(s) being denied access to the site.

This site visit is subject to the COVID-19 Vaccination Policy for Supplier Personnel. The person(s) who attend must be fully vaccinated against COVID-19, or, for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada.

Bidders must communicate with the Contracting Authority no later than _____ (*insert date and time*) to confirm attendance and provide the name(s) of the person(s) holding a valid security clearance at the required level who will attend. Bidders must also complete and submit the following certification:

I, _____ (*first and last name*), as the representative of _____ (*name of business*) pursuant to _____ (*insert solicitation number*), warrant and certify that all personnel that will attend this site visit on this business' behalf are:

- a. fully vaccinated against COVID-19; or

- b. for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada.

I certify that all personnel that will attend on behalf of _____ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the site visit. I understand that the certifications provided to Canada are subject to verification at all times. Canada reserves the right to request additional information to verify the certifications at all times. I also understand that Canada will declare a bid non-responsive or a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly.

Signature: _____

Date: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the *Privacy Act*. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

Bidders who do not confirm attendance, provide the name(s) of the person(s) who will attend, or who do not complete and submit the above certification as required will not be allowed access to the site. Bidders will be requested to sign an attendance sheet. Bidders will be requested to sign an attendance sheet. No alternative appointment will be given to bidders who do not attend or do not send a representative. Bidders who do not participate in the visit 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.

2.9 Basis for Canada's Ownership of Intellectual Property

The Department of National Defence has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#):

- a. national security.

2.10 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
- Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)

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W8482-217850/D

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File No. - N° du dossier
027ism.W8482-217850

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

-
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

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PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

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

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

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

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.

Bidders must submit their technical bid in accordance with the instructions in Annex G.

Section II: Financial Bid

Bidder must submit their Financial Bid in accordance instructions in Annex G.

3.1.2 Electronic Payment of Invoices – Bid

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

If Annex I Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

3.1.3 Exchange Rate Fluctuation

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

Section III: Certifications

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

Section IV: Additional Information

3.1.4 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

- 3.1.4.1** As indicated in Part 6 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

- 3.1.4.2** The Company Security Officer must ensure through the [Contract Security Program](#) that the Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

3.2 Submission of Only One Bid and Joint Venture Experience

3.2.1 Submission of Only One Bid

- a. A Bidder will be permitted to submit only one bid in response to this bid solicitation. If a Bidder participates in more than one bid (participating means being the Bidder or any member of a joint venture Bidder, not being a subcontractor), Canada will provide those Bidders with two working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.
- b. Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture bid.

3.2.2 Joint Ventures Experience

A Bidder may meet the evaluation criteria itself and bid as a corporation or other such single legal entity or may meet the evaluation criteria as a joint venture if the members of the joint venture together meet the evaluation criteria. In either event, the bidder itself must meet the evaluation criteria. Canada will not accept any bid by a joint venture composed of more than three (3) members. Please note the following:

- a) Where the Bidder is a joint venture with existing experience as that joint venture (and certain experience is specified to be an evaluation criterion), the Bidder may submit the experience that it has obtained as that joint venture.

Example: A Bidder is a joint venture consisting of members L and O. A bid solicitation requires that the Bidder demonstrate experience providing maintenance and support services for a period of 24 months to a customer with a fleet of at least 10 vessels. As a joint venture (consisting of members L and O), the Bidder has previously done the work. This Bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

- b) A joint venture Bidder may rely on the experience of one of its members to meet any evaluated technical criterion of this bid solicitation.

Example: A Bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the Bidder have 3 years of experience providing maintenance service, and (b) that the Bidder have 2 years of experience integrating hardware with complex systems, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement

for 3 years of experience providing maintenance services, the Bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

- c) Joint venture members cannot pool their experience with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself.

3.2.3 Joint Venture Substantiation

Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

- a) Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:
- Contracts all signed by A;
 - Contracts all signed by B; or
 - Contracts all signed by A and B in joint venture, or
 - Contracts signed by A and contracts signed by A and B in joint venture, or
 - Contracts signed by B and contracts signed by A and B in joint venture.
- b) That show in total 100 billable days.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- 4.1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation, including the technical and financial evaluation criteria.
- 4.1.2 Canada will use the Phased Bid Compliance Process described below.
- 4.1.3 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 Phased Bid Compliance Process

4.2.1 (2018-07-19) General

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) 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.

- (c) 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.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2020-05-28) 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 (c).

- (e) 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.

4.2.2 (2018-03-13) 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 Works and Government Services.
- (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 must be identified by the Bidder and only these adjustments may 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 will 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.

4.2.3 (2018-03-13) 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 (Compliance Assessment Report or "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 will not be entitled to submit any response to the CAR.
- (c) A Bidder will 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 must 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 will 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 will 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.

4.2.4 (2018-03-13) 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 is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.3 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Annex G.

4.4 Financial Evaluation

Mandatory financial evaluation criteria are included in Annex G.

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price-Bid

4.5 Basis of Selection

4.5.1 Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory criteria;
 - c. obtain the required minimum score of 40% for each criterion for the technical evaluation, and
 - d. obtain the required minimum of 600 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 1000 points.
2. Bids not meeting (a) or (b) or (c) and (d) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The **total available points equals 135 and the lowest evaluated price is \$45,000 (45)**.

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	115/135	89/135	92/135

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Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 70 = 59.63	89/135 x 70 = 46.15	92/135 x 70 = 47.70
	Pricing Score	45/55 x 30 = 24.55	45/50 x 30 = 27.00	45/45 x 30 = 30.00
Combined Rating		84.18	73.15	77.70
Overall Rating		1st	3rd	2nd

In the case of a tie in the combined rating, the bidder who submitted the proposal with the highest rated technical score will be selected as the winning Bidder. In the case of a tie in the technical score, a coin toss will determine the winning bidder.

A tie is defined as the same rated score between Bidders rounded to two decimal places (i.e. 858.545 would be rounded to 858.55; 858.544 would be rounded to 858.54).

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 COVID-19 Vaccination Requirement Certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached at Annex K, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

5.1.3 Conflict of Interest

- 1) The Bidder must ensure that the Contractor and its Bidder Team Members are and will remain available to perform Work during the period of the Contract in accordance with the Mandate and Core Functions specified in Sections 1.2.1 and 1.2.2 above.
- 2) The Bidder must ensure, if it is awarded a Contract under this RFP that the Bidder and its Bidder Team Members conducting and reviewing Work as part of this Contract do not perform work under other Royal Canadian Navy projects, programs, contracts, requirements, standing offers, supply arrangements related to the Mandate and Core Functions specified in Sections 1.2.1 and 1.2.2 above during the performance of this Contract and for a period of 12 months after the expiry or termination of the Contract.

5.1.4 Independence, Restrictions on Bidding, and Confidentiality

The Bidder must provide certification with the bid that if awarded the contract, the Bidder will meet the requirement for Conflict of Interest and Independence no later than three (3) months after the contract award date:

The Bidder (hereinafter "Contractor") acknowledges and agrees 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 for a period of 12 months after the period of performance of the Contract, neither it nor any of its Bidder Team Members performing the Work may bid or participate as a joint venture, a subcontractor, a consultant or in any other role in the preparation of any bidder's bid for any future contract for other work that would create an unfair advantage or conflict of interest. The Contractor must bind its Bidder Team Members accordingly in order that they comply with these restrictions.
- 2) Any bid prohibited by paragraph 1) may be declared non-responsive and may not be considered. If a violation is discovered after award of a future contract, the violation may be grounds for termination under the default provisions of this Contract or the future contract(s).
- 3) The Contractor agrees that Contractor personnel or Team Members 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 its personnel or Team Members are advised of this restriction and will have its 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 must 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 Canada as a result of any breach by the Contractor of these restrictions.
- 6) The Contractor agrees that all Work performed by it or its Bidder Team Members under the Contract must be independent and impartial. The Contractor agrees it and its Bidder Team Members must conduct themselves in a manner to ensure that test and evaluation results of the Work are not biased, or perceived to be biased, as a result of a conflict of interest with other work undertaken by the Contractor or its Bidder Team Members.
- 7) The Contractor must 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, and sign the applicable Non-Disclosure Agreement provided at Annex G. The Contractor should disclose same only to those Contractor personnel or Team Members 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 must have each entity and person to whom any proprietary or confidential information is to be disclosed sign the applicable Non-Disclosure Agreement provided at Annex G before starting Work on any task under the Contract.

The Bidder must sign and submit this provision with its bid.

Full (legal) name of Bidder

Name of person who can bind the Bidder

Signature of person who can bind the Bidder

Date

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 property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

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 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause [A3050T](#).

5.2.3.2 Canadian Content Definition

SACC Manual Clause A3050T (2020-07-01) Canadian Content Definition

5.2.3.3 Status and Availability of Resources

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

5.2.3.4 Education and Experience

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

5.2.4 Additional Information Required with the Bid

1. The Bidder must fully disclose the names and roles of each of its Bidder Team Members. A "Bidder Team Member" means the Bidder and any subcontractors, affiliates, and other entities under the legal or actual control of the Bidder, who are not operating at arms length to the Bidder, whether or not the parties are named in its bid.
2. The Bidder must, if requested by the Contracting Authority, provide a written confirmation from each Bidder Team Member named in its bid, that such named Bidder Team Member has a written commitment with the Bidder to enter into a subcontract to perform work under the terms of the Bidder's bid and this RFP.

5.2.5 Security Requirements – Required Documentation

In accordance with the requirements of the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>), the Bidder must provide a completed Contract Security Program Application for Registration (AFR) form to be given further consideration in the procurement process.

Bidders are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, bidders who do not provide all the required information at bid closing will be given the opportunity to complete any missing information from the AFR form within a period set by the Contracting Authority. If that information is not provided within the timeframe established by the Contracting Authority (including any extension granted by the Contracting Authority in its discretion), or if Canada requires further information from the Bidder in connection with assessing the request for security clearance (i.e., information not required by the AFR form), the Bidder will be required to submit that information within the time period established by the Contracting Authority, which will not be less than 48 hours. If, at any time, the Bidder fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared non-compliant.

PART 6 - SECURITY, FINANCIAL 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 must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Before access to sensitive information is provided to the Bidder, the following conditions must be met:
 - (a) the Bidder's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses.
 - (b) the Bidder's security capabilities must be met as indicated in Part 7 - Resulting Contract Clauses;
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](#) (2019-11-28) Controlled Goods Program - Bid

6.4 Insurance Requirements – Proof of Availability Prior to Contract Award

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 D.

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.

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 Mandate

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.

7.2 Core Functions

1. Evaluation of the ability of equipment, systems and 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 and software Audits and IV&V.
 5. Data Recording, Reduction, and Analysis.
 6. Problem Investigation and Analysis.
 7. Support of Ranges.
 8. Support of Innovation Projects.
 9. IV&V of Naval Material Acquisition and Support (NMA&S) Policy & Processes.
- Each of these Core Functions is further defined in Section 2 of the SOW at Annex B.

7.3 Statement of Work

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

7.4 Conflict of Interest

1. The Contractor must ensure that the Contractor and its Team Members are and will remain available to perform Work during the period of the Contract in accordance with the Mandate and Core Functions specified in Sections 7.1 and 7.2 above.
2. The Contractor must ensure that the Contractor and its Team Members conducting and reviewing Work as part of this Contract do not perform work under other Royal Canadian Navy projects, programs, contracts, requirements, standing offers, supply arrangements related to the Mandate and Core Functions specified in Sections 7.1 and 7.2 above during the performance of this Contract and for a period of 12 months after the expiry or termination of the Contract.

7.5 Independence, Restrictions on Bidding, and Confidentiality

The Contractor acknowledges and agrees that 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 for a period of 12 months after the period of performance of the Contract, neither it nor any of its Team Members performing the Work may bid or participate as a joint venture, a subcontractor, a consultant or in any other role in the

preparation of any bidder's bid for any future contract for other work that would create an unfair advantage or conflict of interest. The Contractor must bind its Team Members accordingly in order that they comply with these restrictions.

- 2) Any bid prohibited by paragraph 1) may be declared non-responsive and may not be considered. If a violation is discovered after award of a future contract, the violation may be grounds for termination under the default provisions of this Contract or the future contract(s).
- 3) The Contractor agrees that Contractor personnel or Team Members 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 its personnel or Team Members are advised of this restriction and will have its 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 must 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 Canada as a result of any breach by the Contractor of these restrictions.
- 6) The Contractor agrees that all Work performed by it or its Team Members under the Contract must be independent and impartial. The Contractor agrees it and its Team Members must conduct themselves in a manner to ensure that test and evaluation results of the Work are not biased, or perceived to be biased, as a result of a conflict of interest with other work undertaken by the Contractor or its Team Members.
- 7) The Contractor must 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, and sign the applicable Non-Disclosure Agreement provided at Annex G. The Contractor should disclose same only to those Contractor personnel or Team Members 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 must have each entity and person to whom any proprietary or confidential information is to be disclosed sign the applicable Non-Disclosure Agreement provided at Annex G before starting Work on any task under the Contract.

7.6 Transition Period

The purpose of the Transition Period is for the Contractor to effectively transfer information to perform its Contractual obligations in accordance with the Contract. This Transition Period will start after the Contract award date and will end 180 calendar days thereafter, or, when the Contractor has met the following criteria, whichever comes first, as verified by Canada:

- 1) Complete independence should be achieved three months after contract award. The preferred bidder will be able to work on specific NETE 3 tasks for which the company is already independent upon contract award. Additionally, as the new contractor achieves independence from its current contracts, with Canada approval, the firm will be able to begin specific NETE 3 tasks for which there is no longer any conflict of interest. If complete independence is not achieved within three months of contract award, the preferred bidder defaults and preference

shifts to the next preferred bidder, who would then have an additional three months, if not already independent.

- 2) The Contractor must implement its Transition Plans as described in Article 48 of the SOW and successfully meet successfully 100% of the NETE core services positions and 90% of the remaining position (Combat Systems, Information systems and Marine Systems) described in the Business Continuity Plan at Appendix 4 of the SOW. The Work Element 3 payment will be reduced by 5% to a maximum of 25% of the Work Element 3 amount, for each skill and knowledge requirements not met and until such time as each is met to the satisfaction of Canada.

There will be no Transition Period if the incumbent contractor is the Contractor.

7.7 Contract Expiry – Transition

1. The Contractor must carry out any transition requirements, prior to the expiration of the Contract, to a new contractor or to Canada in accordance with the SOW, and must provide complete support and assistance to any new contractor or Canada personnel up to 90 calendar days to ensure there is an orderly transition of Work, Government Property, and documentation.

2. If Canada decides as part of the transition planning for Work Element I (SOW Section 2) that certain T&E Tasks are to be carried over to completion past the date any new contractor or Canada assumes responsibility for the NETE facility, the Contractor must agree to:

- A. complete the Work as per the Task description. In such a case, the Contractor will be reimbursed expenses in accordance with the Basis of Payment and Method of Payment of this Contract; and
- B. abide by the security and safety procedures of any new contractor or of Canada if the Work to be completed is performed in the NETE Facility.

7.8 Work Elements

The Contractor acknowledges that the Contract is comprised of three (3) Work Elements:

1. Work Element 1 – Test and Evaluation Services (SOW Section 2)
2. Work Element 2 - Maintenance and Support of the Facility and Equipment (SOW Section 3)
3. Work Element 3 – Overall Management and Administrative Services at NETE (SOW Section 4)

7.9 Task Authorization

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

7.9.1 Task Authorization Process

All NETE tasks performed under this Contract must be administered in accordance with this section and must utilize the Task Authorization form DND 626. Forms and reports used in the process must be substantially similar to those contained in SOW Section 34 reference J. However, where there is a conflict between reference J and this section, this section will take precedence. None of the labour categories in the Contract may charge for any administrative, archiving or disposition work on a Task, those charges must be under Work Element 3.

The tool used by NETE to track all task administration and conduct data is the Cost/Schedule Performance Measurement System (C/SPMS). Usage of this system is defined in the SOW Section 34, Reference L.

The Contractor must produce and maintain current, in both hard copy and electronic versions, a "User Guide for Tasks at the Naval Engineering Test Establishment" in a format similar as described in the SOW Section 34, Reference I. This guide is intended for the benefit of DND Task PMs, and must describe task administration procedures, use of C/SPMS, forms used and an explanation of their use, and all reports provided with respect to task administration. This guide must be approved by the TA prior to release.

7.9.1.1 Task Structure and Nomenclature

1. All NETE tasks must be identified for the purposes of reporting and administration. Each task must be associated with a unique alphanumeric identifier. This identifier must have the form XX0000-A, where:

- a) 'XX' is a two letter prefix denoting the purpose and customer for whom the task is performed;
- b) '0000' is a four digit number to be issued sequentially as tasks are issued under the Contract; and
- c) 'A' is a single letter indicating the type of task performed for the customer (Regular or Standing).

2. Categorization of tasks must be as follows:

- a) Tasks performed on behalf of DND Task Project Managers (PM) reporting to DGMEPM and funded with National Procurement funds must carry the prefix 'IT';
- b) Tasks performed on behalf of PMs reporting to DGMEPM and funded with other than National Procurement funds, and tasks performed on behalf of PMs in all other DND/CF organizations must carry the prefix 'ZT';
- c) Tasks described in the Maintenance and Support Plan must carry the prefix 'MP'; and
- d) Tasks described in the facility upgrade plan must carry the prefix 'MD';
- e) Commercial Tasks refer to work for all Government Departments and private sector clients, with the exception of DND. Commercial tasks must carry the prefix 'XT' and will require the approval of the TA before work for commercial tasks can start. For commercial tasks, the Contractor must not charge rates that are less than those identified in Annex C, Basis of Payment. Commercial Tasks must not place Canada in an increased risk situation.

3. There will be two general types of task. These are:

- a) "Regular" (R) Tasks, which have a defined time-phased scope, finite schedule, deliverable(s), and cost; and
- b) "Standing" (S) Tasks, which represent activity recurring on a yearly basis. For these tasks, the scope is not determined completely at the task start, but instead the DND Task PM establishes a yearly budget and activity under the task is defined and conducted as required throughout the year. This type of task is normally associated with requirements which have a limited cost, where activity is repetitive but the quantity cannot be predicted in advance, or where flexibility or the need to respond in short notice is required.

7.9.1.2 IT/ZT/MD/MP Task Preparation and Approval

1. For IT, ZT and MD tasks, the DND Task PM will forward the Task Request to the TA and a copy to the CA. The Task will identify the scope, objectives, requirements and deliverables required by the DND Task PM in sufficient detail to define the requirement and to enable the Contractor to establish either a firm price, ceiling price or not-to-exceed price for the Task. The Contractor will then be required to prepare a plan for the conduct of the task, using the standard Task Description form which must identify:

- a) the scope of work to be performed and a description of all deliverables, as well as who is responsible for shipping, customs and including the Incoterms;
- b) the type of task (Regular or Standing), the Security Classification required for work relating to the task, the financial coding, and the Class, Activity, and Cost Centre identified by the DND Task PM;
- c) a proposed schedule, identifying delivery dates of all deliverables, intermediate decision, review points and other relevant milestones;
- d) an estimate of the total cost of the task, broken down by fiscal year in which the cost will be incurred by DND. The cost estimate must separately identify:
 - (1) the number of hours of labour to be applied in each labour category;
 - (2) the cost of all materials required by the task. The Contractor must identify the quantities and nature of all material to be purchased under the task;
 - (3) the cost of all subcontracts (including the associated mark-up) to be identified under the task;
 - (4) any travel and training directly related to the task;
 - (5) any capital equipment required by the task; and,
 - (6) the task type (IT, ZT and MD tasks) as being Firm Price, Ceiling Price or Not-to-Exceed (NTE).
- e) all Government Furnished Information or Equipment and Government Supplied Material which is (are) required for the conduct of the task and is (are) to be supplied to the Contractor by the DND Task PM, along with the dates such is required; and,
- f) other special instructions such as security, site access requirements, non-standard report distribution, equipment and material disposal instructions, etc.

2. Once the Task Description is completed, the Contractor must submit a draft copy to the DND Task PM who will review the task and detail any required changes to scope or schedule. Once both parties are satisfied with the draft, the Contractor must issue the task with a task number as described above. All tasks must then be submitted to the TA. Any Work performed prior to receiving an approved Task Authorization is at the Contractor's risk.

3. The prices quoted in the Task Description must be valid for a period of thirty (30) days. In the event that task approval requires a longer period, the Contractor may cause the task to be resubmitted with a revised price. The task schedule must be based on the date the TA or CA approves the task.

4. Standing Tasks are approved on a fiscal year basis. They fall into one of three sub-categories:

- a) Repetitive Activity: This type of task includes activities where the work scope is defined, but the schedule and level of activity cannot be accurately predicted. An example is pump testing where the number of pumps to be tested each year is variable. In this case, the budget for the task is established at the start of the fiscal year, and work is authorized as necessary throughout the year. There is no restriction on the cost of an individual element to be authorized under this type of standing task, as long as the total task budget is not exceeded without Canada's approval;
- b) General Support: This type of task includes activities where the work is of a general nature and is not definable in advance in terms of scope, cost, or schedule. An example is provision of advice or expertise on an ad-hoc basis. In this case, the budget for the task is not restricted, but the maximum cost, which can be authorized for expenditure at any one time, is \$(TBD). This \$(TBD) limit may be altered at Canada's discretion; and
- c) Maintenance Tasks (MP tasks): MP tasks are, by definition, standing tasks. Their scope and budget are defined in the yearly Maintenance Plan and work is conducted in accordance with Section 3 of the SOW.
5. All cost elements applicable to Regular Tasks are applicable to Standing Tasks.

7.9.1.3 Task Conduct and Control of Revisions

1. Once the task has been properly approved and authority to commence work has been given by the TA, the Contractor must carry out the task as described in the Task Description. Any subsequent changes to the scope, approved budget or schedule of the task must be processed in accordance with the provisions of this section.
2. The Contractor must submit periodic progress reports on all currently approved tasks. These reports are to be solely for the purpose of information, and are not to be a substitute for proper authorization of changes to task scope, cost or schedule. These reports are described in the SOW section 46 Performance Measurement.
3. If the DND Task PM requests a change in scope to an approved task, or if DND activities not originally accounted for in the approved task description require a change in task budget or schedule (e.g. a delay in the provision of GFE, etc.), the revision must be processed using a standard Task Change Request form. The Task Change Request applies to changes as a result of DND direction or activities only and is not used to request additional funds or changes to the task schedule.
4. After the revised task scope has been discussed with the Contractor by the PM, the Contractor must submit a draft Task Change Request to the DND Task PM. The draft Task Change Request must detail the revised scope and present the revised cost and schedule estimate for the task. When the DND Task PM is in agreement with the change request, the Contractor must submit the Task Change Request to the TA who will review the task and issue the approval of the Task Change Request through the Procurement Authority (PA). The revised task work will then be allowed to commence.

7.9.1.4 Deliverable Acceptance and Task Completion

1. All deliverables must be submitted in accordance with the schedule stated in the latest Task Description or Task Change Request. Written reports and documents to be delivered must be submitted in the format described in this section. All deliverables must be submitted to the TA for subsequent acceptance by the DND Task PM. The TA will record the submission of the deliverable against the task and forward the deliverable to the DND task PM. Prior to accepting the deliverable, the DND task PM may request changes to format or proposed distribution of the deliverable, but the technical content of the deliverable remains the responsibility of the Contractor.

2. From the date of submission to the TA, the DND Task PM has 30 working days to accept the deliverable. After 30 days, the deliverable will be considered accepted. If the DND task PM believes that the deliverable does not meet the requirements stated in the task description or requires corrections due to errors in the deliverable, the DND Task PM will request the Contractor (through the TA) to make the necessary changes to the deliverable at no cost to DND.
3. The Contractor must commence the task closure process when all task requirements are met and all deliverables are accepted. Tasks may be closed at any time at the request of the DND task PM.
4. The Task Closure Form must detail a history of task revisions, the actual cost of work performed (broken down by labour, material, subcontracts, travel, and capital), a list of all submitted deliverables, and the disposition of any GSM/GFI which was provided to the Contractor. The Task Closure Form must be submitted to the TA for processing as required. Once the Contractor officially receives the processed Task Closure, the task is closed and no further costs may be charged to the task.
5. Within five (5) working days from the completion of each IT or ZT task, or in February for Standing and Regular Tasks covering more than one fiscal year, the Contractor must provide each DND task PM with a copy of a Customer Satisfaction Survey form for completion by them. This survey form will provide the customer with the opportunity to provide feedback on the overall quality of, and satisfaction with, the work. Customer survey data should be obtained in numerical form, but space must be provided for written feedback. The Contractor must advise the TA of all uncompleted questionnaires, who will bring the matter to the attention of appropriate DND authorities. The Contractor must provide the TA with a copy of all completed surveys.
6. The original copy of all task forms must be kept on a central file by the Contractor at the NETE facility. This file must be retained for the duration of the Contract, unless written authorization is obtained through the TA to dispose of the file.

7.9.2 Task Authorization Limit

The Procurement Authority may authorize individual task authorizations up to a limit of \$200,000.00, 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.

7.9.3 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by D MAR P 3-3-6. This process includes monitoring, controlling and reporting on expenditures of the Contract with task authorizations to the Contracting Authority.

7.10 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.

7.11 General Conditions

2035 (2021-12-02), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

1031-2 (2012-07-16) Contract Cost Principles, apply to and form part of the Contract.

7.11.1 Supplemental General Conditions

4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

4002 (2010-08-16) Software Development or Modification Services

7.12 Security Requirements

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

[SRCL clauses to be provided at the final RFP]

7.12.2 Contractor's Sites or Premises Requiring Safeguarding Measures

7.12.2.1 Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date the information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

7.12.2.2 The Company Security Officer must ensure through the Contract Security Program that the Contractor and individuals hold a valid security clearance at the required level.

7.13 Term of Contract

7.13.1 Period of the Contract

The period of the Contract is 5 years, beginning from date of contract award to *(end date to be inserted at contract award)* inclusive.

7.13.2 Option to Extend the Contract

Option to Extend the Contract: The Contractor grants to Canada the irrevocable options to extend the period of the Contract in increments of one or more whole years, under the same terms and conditions, for a potential contract duration of twenty (20) years.

- a) Canada intends to maintain a five (5) year contract period by exercising optional extensions. The exercise of an optional extension is at the discretion of Canada.
- b) 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.
- c) Canada may exercise one or more optional extensions at any time by sending a written notice to the Contractor at least 90 calendar days before the expiry date of the Contract.
- d) The optional extensions will be exercised by the Contracting Authority by way of a contract amendment.

7.14 Authorities

7.14.1 Contracting Authority

The Contracting Authority for the Contract is:

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

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

Julie Beaumier
Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Marine Sustainment Directorate
455 De la Carrière Blvd,
Gatineau, Québec
K1A 0S5

Telephone: 613-851-9981
E-mail address: Julie.Beaumier@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.

7.14.2 Technical Authority

The Technical Authority for the Contract is:

Attn: (To be inserted at Contract award)

Department of National Defence
9401 Wanklyn Street
LaSalle, Québec
H8R 1Z2

Telephone: (To be inserted at Contract award)
E-mail address: (To be inserted at Contract award)

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

7.14.3 Procurement Authority

Attn:-(To be inserted at Contract award)

Department of National Defence
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario
K1A 0K2

Telephone: (To be inserted at Contract award)
E-mail address: (To be inserted at Contract award)

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative

matters identified in the Contract with the Procurement Authority; however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

7.14.4 Contractor's Representative

Name:

Title:

Telephone:

E-mail address:

(The Contracting Authority will insert the contractor's representative information as specified by the Bidder in its bid).

7.15 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: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.16 Payment

7.16.1 Basis of Payment

The Contractor will be paid, for Work Elements 1 and 2, for the Work specified in the authorized task authorisation, in accordance with the Basis of Payment at Annex C. Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure specified in the authorized task authorization. Custom duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization or for Work Element 3 resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

In consideration of satisfactorily completing the Work Element 3, the Contractor will be paid a Firm Price in accordance with the Basis of Payment at Annex C. Custom duties are included and Applicable Taxes are extra.

7.16.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (to be inserted at Contract award). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.16.3 Progress Payments

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:

- (a) an accurate and complete claim for progress payment using form PWGSC-TPSGC 1111, 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;
- (b) the amount claimed is in accordance with the Basis of Payment;
- (c) 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;
- (d) all certificates appearing on form PWGSC-TPSGC 1111 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 the item if the Work has been accepted by Canada and a final claim for such payment is submitted.

3. Progress payments are interim payments only. Canada reserves the right to conduct interim cost, time verifications or audits and to make adjustments from time to time during the performance of the Work. Any overpayment resulting from such progress payments or otherwise must be refunded promptly to Canada.

7.16.4 Electronic Payment of Invoices – Contract

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

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI);
- c. Large Value Transfer System (LVTS) (Over \$25M)

7.16.5 Discretionary Audit

SACC Manual clause C0705C (2010-01-11) Discretionary Audit

7.16.6 Time Verification

SACC Manual clause C0711C (2008-05-12) Time Verification

7.17 Invoicing Instructions

1. The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment.
Each claim must show:

- a. all information required on form [PWGSC-TPSGC 1111](#);
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- c. For each authorized active Task, the Progress Claim report must indicate the following:
 - (a) the Task number;
 - (b) the Task Financial Coding / Account Number;
 - (c) the Task latest authorized Financial Limitation;
 - (d) Labour: a listing indicating for each category of labour, the number of hours worked, the labour rate, the extended amount, as well as the total amount claimed for labour;
 - (e) Subcontracts: the Laid Down Cost paid on account of sub-contracts, the markup percentage, the markup amount, number of hours, and the total amount claimed for subcontracts;
 - (f) Material and Capital Equipment: the Laid Down Cost paid on account of Material and Capital Equipment;
 - (g) Training Expenses: the Laid Down Cost paid on account of training;
 - (h) Travel and Living: the travel and living expenditures;
 - (i) The amount of Applicable taxes;
 - (j) The total expenditures for the Progress Claim;
 - (k) The current Fiscal Year expenditures to date, inclusive of the current Progress Claim;
 - (l) The total expenditures to date, inclusive of the current Progress Claim;
 - (m) The percentage of the Task expended function of the latest authorized Financial Limitation; and
 - (n) The amount of funding remaining (unexpended) for the Task.
- d. A summary, in the format to be approved by the Technical Authority, for the total of all Tasks against Work Element 1.
- e. A summary, in the format to be approved by the Technical Authority, for the total of all Tasks against Work Element 2.

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.
2. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
 3. The Contractor must prepare and certify the claim on form [PWGSC-TPSGC 1111](#), and forward it electronically to the Technical Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.
 4. The Technical Authority will then forward the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
 5. The Contractor must not submit claims until all work identified in the claim is completed.

7.18 Certifications and Additional Information

7.18.1 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.

7.18.2 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.

7.18.3 Canadian Content Certification

SACC Manual Clause A3060C (2008-05-12) Canadian Content Certification

7.19 Applicable Laws

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

7.20 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions: 4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information;
- (c) 4002 (2010-08-16) Software Development or Modification Services
- (d) the general conditions: 2035 (2021-12-02) General Conditions – Higher Complexity - Services;
- (e) 1031-2 (2012-07-16) Contract Cost Principles;
- (f) Annex A, Security Requirements Check List;
- (g) Annex B, Statement of Work;
- (h) Annex C, Basis of Payment;
- (i) Annex D, Insurance Requirements;
- (j) Annex E, Non-Disclosure Agreement;
- (k) the signed Task Authorizations (including all of their annexes, if any);
- (l) the Contractor's bid dated _____, *(insert date of bid)* *(If the bid was clarified or amended, insert at the time of contract award:"*, as clarified on _____ " **or** ", as amended on _____ " and insert date(s) of clarification(s) or amendment(s)).

7.21 Defence Contract

SACC Manual clause [A9006C](#) (2012-07-16) Defence Contract

7.22 Foreign Nationals (Canadian Contractor)

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

7.23 Insurance – Specific Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada. 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.

7.24 Controlled Goods Program

SACC Manual clause [A9131C](#) (2020-11-19), Controlled Goods Program
SACC Manual clause B4060C (2011-05-16), Controlled Goods

7.25 T-1204 – Information Reporting by Contractor

SACC Manual clause [A9117C](#) (2007-11-30) T1204 – Direct Request by Customer Department

7.26 Lien – Section 427 of the Bank Act

SACC Manual clause H4500C (2010-01-11) Lien-Section 427 of the Bank Act

7.27 Canadian Forces Site Regulations

SACC Manual clause A9062C (2011-05-16), Canadian Forces Site Regulations

7.28 Inspection and Acceptance

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

7.29 Use of Surplus Capacity for Commercial Purposes

1. The Contractor may use any surplus capacity in the facility and assets provided as part of this Contract to undertake work for non-defence agencies, a defence agency from other countries, or commercial clients, subject to the limitations described in the following paragraphs. For the purposes of this Contract, "surplus capacity" must be deemed to exist in the facility and associated assets if Canada has no identified work, either currently authorized or pending authorization, which requires use of the relevant portion of the facility or assets in any given period.
2. If the Contractor elects to use the surplus capacity for such purposes, the Contractor must assess a portion of the indirect costs and facility costs of NETE operation (as defined below) to any Commercial Task for non-defence agencies or commercial client work. This assessment must be in addition to whatever direct costs and profit the Contractor may elect to charge the client for the

services. Indirect costs and facility fees recovered in respect of the use of the surplus capacity must be credited against the amount payable by Canada under this Contract. "Indirect" costs are, for the purpose of this Article, the costs associated with those activities encompassed in Work Elements 2 and 3, with the exception of tasks performed to upgrade the facility or equipment ("MD" Tasks). Indirect costs and facility fees must be proposed and presented as part of the Management Plan required in the SOW for DND consideration on a yearly basis. Each year, the Management Plan, as approved by Canada, becomes an integral part of the NETE Contract. The above reference thus addresses what DND is to specifically recover each Fiscal Year.

3. The amounts assessed and recovered from any non-defence agencies or commercial clients on account of this Article are subject to audit. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of said audit, and if there has been any overpayment (i.e. if the amount credited to Canada has been undervalued), it must be promptly refunded to Canada.
4. Work conducted for non-defence agencies or commercial clients under this Article must be subject to the following limitations:
 - A. the work must be subject to review and approval by Canada prior to commencement to ensure that:
 - (1) the work is for lawful purposes;
 - (2) the work must not be for clients currently subject to government sanctions;
 - (3) the work must not adversely affect the confidence or respect the public has for Defence;
 - (4) security requirements are met; and
 - (5) the use of surplus capacity for commercial purposes is in accordance with the DND Provision of Services Policy, B-GS-055-000/AG-001, dated 24 November 1999.
 - B. the work must not involve commitments, or create the expectation thereof, past the expiration date of this Contract; and
 - C. in the event a conflict arises between a previously identified DND requirement and any work for non-defence agencies or commercial clients which arises subsequent to the DND work, the DND work must take precedence. In the event that a DND requirement arises which requires displacement of existing work for non-defence agencies or commercial clients, the Contractor must first attempt to resolve conflicts through discussions with the Technical Authority to determine if a mutually acceptable arrangement can be reached. Should a mutually acceptable arrangement not be found, the work for non-defence agencies or commercial clients must be displaced, without any resulting liability to Canada, within 5 calendar days after the provision of written notice to the Contractor by the Technical Authority, or within a longer period of time if specified by the Technical Authority in its notice.
5. The Contractor must indemnify and hold harmless Canada and the Ministers of National Defence and Public Works and Government Services from any resulting liability and costs arising from the Contractor's use of the facility for work for non-defence agencies or commercial clients.
6. The Contractor must not represent or hold itself out to be an agent or representative of Canada for any work undertaken under this Article.

7. Canada reserves the right to terminate the provisions of this Article at any time. In such an event, the Contractor will be permitted to complete any outstanding work for which a purchase order, or other firm commitment, has been issued.

7.30 Safety Regulations and Labour Codes

1. The Contractor must adhere to all safety rules, regulations and labour codes in force in all jurisdictions where the Work is to be performed.
2. If the Contractor become aware of a condition or situation arising out of the activity of the Contractor which could pose a hazard to the health or safety of any military member, DND Public Service employee, or member of the general public, the Contractor must immediately notify the Contracting and Technical Authorities.
3. If, as assessed by a Canada Health and Safety Inspector, the Work is not being performed safely by the Contractor, or is performed in a manner that is contrary to the requirements of the applicable safety legislation, the Contractor may be ordered to stop Work, and must do so forthwith. The Contractor will be liable to pay liquidated damages of \$10,000.00 per day as a result of any delay in performance of the Contract caused by any stoppage of Work for health or safety reasons. The liability for liquidated damages does not affect any other remedy that the Minister has for breach of any duty by the Contractor. Canada may, but will not be obliged, to consider, in its discretion, deducting all or a portion of the Contractor's lost revenues attributable to the stoppage against the liquidated damages otherwise payable.

7.31 Loss or Damage to Government Furnished Equipment or Facilities

1. The Contractor is liable to Canada for any loss of or damage to facilities, equipment, or materials that are supplied or placed in the care, custody and control of the Contractor by Canada for use in connection with the Contract, when that loss or damage is caused by the Contractor or its agents or servants.
2. The Contractor is not liable for any loss or damage to facilities, equipment, or materials if that loss or damage results from, and is directly attributable to, reasonable wear or tear. The Contractor is not liable for damage to equipment or material if such damage occurs as a result of a duly authorized test, under which conditions such damage would be a reasonable outcome of the test.
3. The Contractor must not use any government facilities, equipment, and materials except for the purpose of performing the Work under the Contract and any work for non-defence agencies or commercial clients pursuant to the terms of the Contract.
4. The Contractor must replace at his own expense or reimburse Canada for any materiel lost or damaged. Replacement value must include estimated cost of the procurement of the materiel per se and in addition include the estimated cost of installation and transportation, as well as a markup of 15% of the estimated procurement on account of handling and overheads. Replacement value should also incorporate a depreciation factor to recognize the decline in value of said materiel from the date of its original purchase to when it became lost or damaged.
5. When the Contractor fails to make good any loss or damage to materiel for which the Contractor is liable within a reasonable time after being required to do so by the PWGSC Contracting Authority, the PWGSC Contracting Authority may cause the loss or damage materiel to be made good at the Contractor's expense and the Contractor will thereupon be liable to Canada for the cost thereof and must, on demand, pay Canada an amount equal to the cost in accordance with the provisions of this Article, or Canada may deduct such amount from claims payable to the Contractor.

6. The Contractor must keep such records as is described in Section 4 of the SOW. The Contractor must satisfy the Technical Authority that the facility, equipment, and materials are at the place and in the condition they were observed to be at the time they were placed in the care and custody of the Contractor.
7. All capital items and material purchased or acquired by the Contractor and paid for by Canada under this Contract will become the property of Canada.

7.32 DND Loaned Equipment

DND loaned equipment utilized in processing materiel called up in this Contract must be properly maintained by the Contractor in accordance with terms as prescribed by DND. The exercise of such responsibility is subject to verification by the Technical Authority. All DND loan agreements will be processed by DND Director Disposal, Sales, Artifacts and Loans (DDSAL) and records of all materiel on loan will be maintained in that central location.

7.33 Minimum Guaranteed Throughput (MGT)

1. Starting on the day after the end of the Transition Period, Canada's obligation under the Contract is to request Work in the amount of the Minimum Amount of Work, or an equivalent dollar amount to that Minimum Amount of Work, on a quarterly basis (per Government of Canada fiscal quarter) for Work Element 1. For the purpose of this Article, "work" is assessed as one or more hours of labour performed by Contractor personnel qualified against one of the Labour categories applicable to Work Element 1 and hours worked on Work Element 1 tasks through subcontracted services. The Minimum Amount of Work guaranteed to the Contractor is detailed in sub-Article 6.

2. At the end of every fiscal quarter, the Contractor must submit, with the Management Plan Status Report, a summary of hours worked per Labour Category plus hours worked on Work Element 1 tasks through subcontracted services. In addition, a projection of workload is required for the next quarter, which reflects hour demand to be fulfilled by both Labour Category and subcontracted services. The Contractor may suggest areas where additional work may be effectively employed (e.g. in the marine systems field, information and communication systems, etc.). However, Canada will not be bound by such suggestions.

3. Should the amount of hours worked in any given fiscal quarter be less than that stated in sub-Article 6, Canada will pay the Contractor the difference between the Minimum Amount of Work and the cost of the Work requested for Work Element 1. This amount is to be invoiced with the last Progress Claim of the quarter. This amount must be based on the ratio of the current population of individuals qualified against all categories with the exception of the categories of General Labour and Clerical Support. The current population must represent the population of qualified individuals on the last day of the fiscal quarter for which the shortfall of hours is being claimed.

4. If the Contractor's workload projections submitted at the end of the fiscal quarter indicate a shortfall, Canada may, at its discretion, choose either to pay the equivalent amount of the actual shortfall at the end of the next quarter, task the Contractor with additional Work to make up for the projected shortfall, or any combination of both.

5. Notwithstanding the Minimum Amount of Work Guarantee, Canada may advise the Contractor of the projected workload for any Fiscal Year to assist the Contractor in its workload planning. Canada will not be bound by any such projections.

6. The quarterly Minimum Amount of Work Guarantee for the Contract(excluding any quarter during which any part of the Transition Period occurs and the Ramp-Up time period) is 25,000 hours. The first fiscal quarter for these purposes may be longer than a quarter, must begin on the day after the end of the

Transition Period and must end so that it includes one full fiscal quarter. There is no Minimum Amount of Work Guarantee for any period at the end of the Contract Period that is less than a full fiscal quarter.

7. For the option periods, Canada may advise the Contractor that it wishes to negotiate the Quarterly MGT, and a new MGT will apply once the parties have reached agreement, provided that the prior MGT will govern until the time the parties have reached agreement on the new MGT.

7.34 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the Contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the Contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties can agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute prior to commencing legal proceedings.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

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

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 A

SECURITY REQUIREMENTS CHECK LIST

(To be provided at final RFP)

DRAFT

Solicitation No. - N° de l'invitation
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ANNEX B

STATEMENT OF WORK

(see below)

DRAFT

ANNEX C

BASIS OF PAYMENT

1. Taxes and Customs

- 1.1 Goods and Services Tax (GST), Harmonized Sales Tax (HST), Quebec Sales Taxes (QST) and any Customs fees are extra, as applicable.

2. Work Element 1 and 2

- 2.1 The Contractor will be paid a firm, all inclusive hourly rates and mark-ups for Work Elements 1 and 2 performed pursuant to the Contract. Customs duties are excluded and Applicable Taxes are extra.
- 2.2 The firm hourly rates are "all inclusive" (including the cost of labour, fringe benefits, general & administrative expenses, overhead and profit).
- 2.3 Payment will be made for time actually worked, with no provision for annual leave, statutory holidays and sick leave, and the rates and mark ups are those applicable at the time of work performance.
- 2.4 Firm All-Inclusive Hourly Rates specified in Table 1 continue to apply to Work performed by: (i) the Contractor and (ii) personnel services subcontractors.
- 2.4.1 For the purposes of article 2.4, "personnel services subcontract" means a contract between the Contractor and an individual, including a sole proprietorship, partnership or corporation, who is qualified against a specified labour category to provide labour in one or more labour categories specified in Table 1 below and the services provided by such individual will be charged to Canada using the rates identified in Table 1 below.

Table 1 – Firm All Inclusive Hourly Rates for each Labour Categories (Work Element 1 and 2)

Labour Categories	Firm All Inclusive Hourly Rates				
	Year 1	Year 2	Year 3	Year 4	Year 5
Senior Applied Science Specialist	\$	\$	\$	\$	\$
Intermediate Applied Science Specialist	\$	\$	\$	\$	\$
Junior Applied Science Specialist	\$	\$	\$	\$	\$
Entry Level Applied Science Specialist	\$	\$	\$	\$	\$
Senior Engineer	\$	\$	\$	\$	\$

Intermediate Engineer	\$	\$	\$	\$	\$
Junior Engineer	\$	\$	\$	\$	\$
Entry Level Engineer	\$	\$	\$	\$	\$
IT Tester	\$	\$	\$	\$	\$
Advanced Naval Warfare/Military Operations Specialist	\$	\$	\$	\$	\$
Naval/Military Systems Specialist	\$	\$	\$	\$	\$
Network Administrator	\$	\$	\$	\$	\$
Advanced IT Security Specialist	\$	\$	\$	\$	\$
Senior Software Specialist	\$	\$	\$	\$	\$
Intermediate Software Specialist	\$	\$	\$	\$	\$
Junior Software Specialist	\$	\$	\$	\$	\$
Entry Level Software Specialist	\$	\$	\$	\$	\$
Technical Specialist	\$	\$	\$	\$	\$
Technician	\$	\$	\$	\$	\$
Entry Level Technician	\$	\$	\$	\$	\$
Technologist	\$	\$	\$	\$	\$
Entry Level Technologist	\$	\$	\$	\$	\$
Trade Categories	\$	\$	\$	\$	\$
General Labour	\$	\$	\$	\$	\$
CO-OP Student					

3. Work Element 3

- 3.1 In consideration of the performance of its obligation under the Contract, for Work Element 3, the Contractor will be paid the firm annual price per Contract year identified in the Table below, based on the total number of hours charged to Canada for all categories of labour for Work Elements 1 and 2 for that Contract year.
- 3.2 During the first Contract year, the Work Element 3 payment will be made on the basis of Low Throughput, and will be adjusted, if necessary, at the beginning of the following Contract year. Thereafter, the Work Element 3 payment will be made on the basis of the level of throughput for the prior Contract year, and adjusted at the beginning of the

following Contract year, if necessary. Payment must be made monthly, subject to invoice, as progress payments, subject to adjustment thereafter as specified above.

Notwithstanding the above, the Contractor will not be paid any amount for Work Element 3 until the Contractor has successfully met Article 7.6 1 and 2 of the RFP. Once the Contractor has successfully met 100% of the NETE core services positions identified at SOW Appendix 4 and 90% of the remaining position (Combat Systems, Information systems and Marine Systems), the Work Element 3 payment will be reduced by 5% to a maximum of 25% of the Work Element 3 amount, for each skill and knowledge requirements not met and until such time as each is met to the satisfaction of Canada.

- 3..4 The above rate must be inclusive of all direct and indirect costs including profit. Customs duties are excluded and Applicable Taxes are extra.

Table 2 – Management Fee (Work Element 3)

Work Element 3 Costs	Year 1	Year 2	Year 3	Year 4	Year 5
Low Through Put Up to 300,000 Hours					
Medium Through Put 300,000 to 500,000 Hours					
High Through Put Over 500,000 Hours					

4. Sub-Contracts/ Material and Capital Equipment

Definitions:

Laid-down Cost: means the cost incurred by the Contractor to acquire a specific product. This includes the invoice price to the Contractor less discounts for early payment and less any other trade discounts plus any applicable charges for transportation, exchange, customs duties, and brokerage charges.

Mark-up: The mark-up includes applicable purchasing expenses, internal handling, General and Administrative expenses and profit.

Sub-contracts: For clarity, subcontracts cover by this section exclude "personnel service subcontracts" as defined at 2.5.1 above.

4.1 Sub-contracts

- 4.1.1 The Contractor will be paid the Laid down Cost plus a firm markup of 5.0%, GST/HST extra. This rate of markup is firm for the Period of the Contract, including all option periods.

4.2 Material and Capital Equipment

- 4.2.1 The Contractor will be paid the Laid Down Cost, Applicable Taxes extra, with no markup

5. Training Expenses:

- 5.1 The Contractor will be paid Laid Down Cost, GST/HST extra, with no mark up for authorized training expenses for Contractor personnel i.e. DND specialized training or conferences, directly engaged in the performance of approved Task. The training must be authorized in advance in writing by the Project Manager.

6. Travel and Living Expenses:

- 6.1 For authorized Travel and Living expenses for Contractor personnel directly engaged in the conduct of approved Tasks the Contractor will be paid as follows:
- 6.1.1 Government supplied transportation/accommodation:
Where the Contractor engaged in the performance of the Work wish to utilize Government transportation, mess and lodging facilities, the Commanding Officer of the military base will, upon request, provide the Contractor with information concerning the availability of such facilities. Any charges paid by the Contractor for the use of such facilities will be payable under this Contract, without any allowance for overhead or profit.
- 6.1.2 Government transportation / accommodation
The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All payments are subject to government audit.

All travel must be charged at straight time.

All travel must have prior written authorization from the DND task Project Manager and it must be within the Task budget.

The Contractor must submit on an as required basis to the TA, a pre-approval travel plan detailing name of the traveller, task # reference, purpose of the travel and the duration of the trip.

7. Special Expenses

- 7.1 For special Expenses incurred under exceptional circumstances not specifically covered by above, for Contractor personnel directly engaged in the performance of approved tasks (Special Expenses authorized by the DND Task PM and TA in writing), and approved by the Requisition Authority in writing, the Contractor will be paid Laid down Cost, Taxes Applicables extra, with no markup.

8. Overtime:

- 8.1 No overtime work must be charged to the Contract unless authorized in advance in writing by DND Task Project Manager the that such written authorizations must be a condition precedent for payment at the rate/rates specified herein for overtime work and that the Contractor must submit to the Technical Authority, reports with respect to overtime performed pursuant to the said authorizations containing such details as the Technical Authority deems necessary.

- 8.2 Time work in excess of forty hours (40) a week will be considered as overtime and charged as 1.5 hourly rate. Statutory holidays will be considered as overtime.

8.2.1 For the purpose of this Article, Statutory Holidays are the following days: New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day, and Boxing Day, as well as one additional Day representing a Provincial Statutory Holiday (example; Fete Nationale du Quebec), or the Civic Holiday, according to the Province where the Work is being performed.

- 8.3 Overtime must, in no event, increase the price under a fixed price Task Authorization, nor increase the ceiling price under a ceiling price Task Authorization.

9. Insurance Requirements

- 9.1 For all insurance contracted for in order to comply with Annex D, the Contractor will be paid the Laid Down Cost of insurance premiums, Taxes Applicables extra, with no mark-up. Canada will pay for all insurance premiums. The Contractor must have these policies in place before the transition begins. The successful bidder agrees to work in good faith with the Crown to ensure that insurance policies acquired by the contractor are representative of typical insurance costs for the types of policies requested.

10. Sea Time Premium

- 10.1 The Contractor must not charge any sea time premiums to the Contract unless authorized in advance in writing by the DND Task Project Manager; that such written authorizations must be a condition precedent for payment of the labour costs associated with the sea time premium; and that the Contractor must submit to the Technical Authority reports with respect to sea time pursuant to the said authorizations containing such details as the Technical Authority deems necessary.
- 10.2 The sea time premium may apply whenever, during the conduct of trials, investigations or other activities performed as part of a Task, an individual is obliged to remain onboard a ship overnight. If the individual is onboard the ship at 23:59 local time on a given day, and by virtue of the ship's position (e.g. at sea) or the ship's regulations (e.g. no entry or egress permitted) it is not possible for the individual to disembark, the individual will be considered to have been obliged to remain onboard overnight, and the sea time premium will apply for that day. The sea time premium will apply for each day on which the preceding condition is satisfied.
- 10.3 The sea time premium is equal to 4 hours of labour at the applicable regular time hourly rate for the labour category of the individual obliged to remain onboard a ship overnight.
- 10.4 Sea time premium must not increase the price under a fixed price Task Authorization, nor increase any ceiling price under a ceiling price Task Authorization.

11 Performance Incentive Fee (PIF)

- 11.1 Work performed under Work Elements 1 and 2 is subject to a yearly performance incentive fee, awarded to the Contractor based on its aggregate record in meeting cost, schedule, and quality of the Work only for non-commercial Tasks within the Fiscal Year. The basis of award for the performance incentive fee is defined in SOW Article 46, payable at the beginning of the following Fiscal Year, after the amount is determined, subject to invoice. The first performance incentive period must be longer than one fiscal

year, and must begin on Contract award and end at the end of the first full government of Canada fiscal year within the Contract Period.

- 11.2 The total Performance Incentive Fee payable to the Contractor will not exceed a maximum of \$_____ per annum.

12 Options Years:

Economic Price Adjustment for the Option Periods:

12.1 Economic Price Adjustment for the Option Periods Firm All-Inclusive Hourly Rates

For the first option year (year 6) the firm all inclusive hourly rates, for each labour category will be determined by Canada by calculating the average of the firm hourly rates for each labour category over the previous five (5) Contract years. The Applicable taxes are extra.

This average rate will be increased by the percentage difference between year 5 and year 4 of the average weekly earnings column for the Labour Category number identified below, from catalogue no. 72-002-X under table 4 "Estimates of employment and average weekly earnings for all employees, by industry - Canada" published each month of each year. The year to year calculation will be based on the month of September issue of the catalogue.

For the first option year (year 6) of the Contract: $P(X) = P(O) \times AWE(X-1) / AWE(X-2)$,
Whereas,

$P(X)$ = Firm Labour category rate for the coming 12 month period beginning 1 April (Year X).

$P(O)$ = Firm labour category average rate for the 5 first years of the contract.

$AWE(X)$ = Average Weekly Earnings for the Labour Category number published in the September issue of catalogue no. 72-002-X under table 4 "Estimates of employment and average weekly earnings for all employees, by industry - Canada" for year X of the contract.

The adjustment derived from the ratio $AWE(X) / AWE(X-1)$ shall never exceed 1.05 or be lower than 1.00.

Example:

Category	Year 1 (2020)	Year 2 (2021)	Year 3 (2022)	Year 4 (2022)	Year 5 (2023)	Five Year Average
General Labour	\$20.00	\$20.60	\$21.22	\$21.90	\$22.00	\$21.14
$P(2024) = \$21.14 \times \left(\frac{737.50}{717.77} \right)^* = \$21.72 \text{ (2.7\% increase)}$						
* Randomly selected for example purposes						

- 12.1.1 For each option year after the first option year, the firm all inclusive hourly rates for each labour category, will be determined by calculating and applying the percentage difference between the previous year and the current year of the average weekly earnings column for the Labour Category number identified below, from catalogue no. Table 14-10-00203-01 (formerly CANSIM 281-0026) "**Average weekly earnings**"

(SEPH), unadjusted for seasonal variation, by type of employee for selected industries classified using the North American Industry Classification System (NAICS)” published each month of each year. The Applicable Taxes are extra. The year to year calculation will be based on the month of September issue of the catalogue.

The average of the preceding 12 months' average weekly earnings for Labour Category number is to be used in the September issue of catalogue no. Table 14-10-00203-01 (formerly CANSIM 281-0026).

For the subsequent option year (year 7 and on) of the Contract.

$P(X+1) = P(X) \times AWE(X) / AWE(X-1)$, where
 $P(X+1)$ = Firm labour category number rate for the coming 12 month period beginning 1 April (X+1)

$AWE(X)$ = Average Weekly Earnings for the Labour Category number published in the September issue of catalogue no. Table 14-10-0203-01 (formerly CANSIM 281-0026) **“Average weekly earnings (SEPH), unadjusted for seasonal variation, by type of employee for selected industries classified using the North American Industry Classification System (NAICS)”** for year X of the contract.

- 12.1.2 Each year the applicable rate(s) for the coming 12 months period, beginning 1 April, will be calculated as indicated below. These rate(s) will remain fixed for the year, except for adjustments provided for within this Article.

The adjustment derived from the ratio $AWE(X) / AWE(X-1)$ shall never exceed 1.05 or be lower than 1.00.

Example:

$$P(2025) = \$21.72 \times \left(\frac{757.41}{737.50} \right)^* = \$22.31 \quad (2.7\%)$$

* Randomly selected for example purposes.

12.2 Economic Price Adjustment for the Option Periods Work Element 3 Prices

- 12.2.1 Work Element 3: For the first option year (year 6) the Work Element 3 costs, will be determined by Canada by calculating the average of the Work Element 3 costs over the previous 5 Contract years. The Applicable Taxes are extra.

This average cost will be adjusted by the percentage difference between year 5 and year 4 of the average weekly earnings column for the Labour Category #55, 551, from catalogue no. 72-002-X under table 4 “Estimates of employment and average weekly earnings for all employees, by industry - Canada” published each month of each year. The year to year calculation will be based on the month of September issue of the catalogue.

For the first option year (year 6) of the Contract: $C(X) = C(O) \times AWE(X-1) / AWE(X-2)$, whereas,

$C(X)$ = Work Element 3 Cost for the coming 12 month period beginning 1 April (Year X).

$C(O)$ = Average Work Element 3 Cost for the 5 first years of the contract.

$AWE(X)$ = Average Weekly Earnings for the Labour Category number #55, 551 published in the September issue of catalogue no. 72-002-X under table 4 "Estimates of employment and average weekly earnings for all employees, by industry - Canada" for year X of the contract.

The adjustment derived from the ratio $AWE(X) / AWE(X-1)$ will never exceed 1.05 or be lower than 1.00.

Example:

$$C(2024) = \$1,000.00 \text{ (weekly)} \times \left(\frac{934.84}{958.55} \right)^* = \$1,000.00 \text{ } (< 1.00, \text{ adjustment} = 0\% \text{ increase})$$

* Randomly selected for example purposes.

12.2.2 For each year after the first option year the Work Element 3 Costs, will be determined by calculating the percentage difference between the previous year and the current year of the average weekly earnings column for the Labour Category #55, 551 from the same catalogue and table identified in paragraph 12.1.1 The Applicable taxes are extra.

This percentage difference will be applied against the most recent Work Element 3 rate. The year to year calculation will be based on the month of September issue of the catalogue.

The average of the preceding 12 months' average weekly earnings for Labour Category number # 55,551 is to be used in the September issue of catalogue no. Table 14-10-00203-01 (formerly CANSIM 281-0026).

For the subsequent option year (year 7 and on) of the Contract

$$C(X+1) = C(X) \times AWE(X) / AWE(X-1), \text{ where}$$
$$C(X+1) = \text{WE 3 Cost for the coming 12 month period beginning 1 April (X+1)}$$

$AWE(X)$ = Average Weekly Earnings for the Labour Category number published in the September issue of catalogue no. Table 14-10-00203-01 (formerly CANSIM 281-0026) "**Average weekly earnings (SEPH), unadjusted for seasonal variation, by type of employee for selected industries classified using the North American Industry Classification System (NAICS)**" for year X of the contract.

Each year the applicable Work Element 3 Costs for the coming 12 months period, beginning 1 April, will be calculated as indicated below. These costs will remain fixed for the year, except for adjustments provided for within this Article.

The adjustment derived from the ratio $AWE(X) / AWE(X-1)$ shall never exceed 1.05 or be lower than 1.00.

$$C(2025) = \$1,000.00 \text{ (Weekly)} \times (957.27)^* = \$1,024.00 \text{ (2.4\%)}$$

934.84

* randomly selected for example purposes

The WE 3 adjustments will be determined for each of the three (3) hour levels, for up to 300,000 hours; from 300,000 to 500,000 hours; and over 500,000 hours.

Labour Categories	Labour Category No.
Senior Engineer	54,541
Intermediate Engineer	54,541
Junior Engineer	54,541
Technical Specialist	54,541
IT Tester	54,541
Network Administrator	54,541
Senior Software Specialist	54,541
Advanced IT Security Specialist	54, 541
Intermediate Software Specialist	54,541
Junior Software Specialist	54,541
Entry Level; Engineer / Software Specialist / Technologist/ Applied Science Specialist	54,541
Entry Level Technician / Engineer Coop Student	54,541
Technician	54, 541
Technologist	54,541
Trade Categories	23
General Labour	81
Naval Systems Specialist	54,541
Junior Applied Science Specialist	54,541
Intermediate Applied Science Specialist	54,541
Senior Applied Science Specialist	54,541
Advanced Naval Warfare / Military Operations Specialist	54,541

- 12.3 Option Prices by Contract Amendment: Until the all inclusive hourly rates and the prices for Work Element 3 for any option period have been formalized by Contract amendment, the parties will use the firm all-inclusive hourly rates and the Work Element 3 prices applicable to the period immediately prior, and will adjust after the Contract amendment. There will be no adjustment to firm price Task Authorizations.

ANNEX D

INSURANCE REQUIREMENT

1. The Contractor must maintain in effect at all times during the term of this Contract, the insurance policies described in this Article, covering its operations and activities under the Contract with insurers, acceptable to Canada. At the request of the Contracting Authority, the Contractor must furnish Canada with certificates of insurance (in form satisfactory to Canada) certifying that such insurance is in full force and effect and that the insurer will notify Canada 30 days prior to any cancellation or change, and will provide certified copies of policies if the Contracting Authority so requests. To the extent that the obligations of the Contractor extend beyond the term of the Contract, the Contractor must maintain the prescribed insurance coverage by renewal or extension until all obligations under the Contract are satisfied or otherwise expire.
2. The Contractor must be responsible for paying any deductible in connection with a claim under any of the insurance policies in this contract.
3. The insurance under is to be written in the name of the Contractor and payable to the Contractor and Canada as their interests may appear. Such insurance must also provide a waiver of subrogation rights against Canada and its officers and employees.
4. Each policy of insurance must:
 - A. be enforceable by any party named as an insured thereunder and contain a breach of condition clause;
 - B. be primary to and non-contributing with and not in excess of any other insurance or retention available to Canada; and
5. It is understood and agreed that Her Majesty will not be liable for claims in respect of death, disease, illness, injury or disability which may arise in carrying out the services as defined herein. The Contractor agrees not to make any claims against Her Majesty in respect of any of the foregoing contingencies.

A. Commercial General Liability (CGL) Insurance – G2001C (2018-06-21)

1. The Contractor must obtain Commercial General Liability Insurance, and maintain in force throughout the duration of this Contract, in an amount usual for a contract of this nature, but for not less than \$10,000,000.00 per accident or occurrence and in the annual aggregate.

The CGL policy must include the following:

2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 2. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

3. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
4. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
5. 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.
6. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
7. Employees and, if applicable, Volunteers must be included as Additional Insured.
8. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
9. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
10. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
11. 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.
12. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
13. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
14. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
15. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
16. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
17. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
18. 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.

B. Errors and Omissions Liability (E&O) Insurance - G2002 (2018-06-21)

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$5,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:
Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

C. Ship Repairer's Liability (SRL) Insurance – G5501C (2018-06-21)

1. The Contractor must obtain Ship Repairers' Liability Insurance and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
2. The Ship Repairers' Liability insurance must include the following:

1. 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
2. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Department of National Defence and Public Works and Government Services Canada for any and all loss of or damage to the vessel, however caused.
3. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
4. 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.
5. 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.
6. 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.

D. All Risk Property Insurance - G3001C (2018-06-21)

The Contractor must obtain All Risks Property insurance while the Government Property is under its care, custody or control, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$35,000,000.00 The Government's Property must be insured on a replacement Cost (new) basis.

1. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
2. The All Risks Property insurance policy must include the following:
 - a. Notice of Cancellation: The Contractor will provide the Contracting Authority at least thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
2. Loss Payee: Canada as its interest may appear or as it may direct.
3. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Department of National Defence and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

E. Sub-Contractors' Insurance

It is the responsibility of the Contractor to require all sub-contractors to file certificates of insurance with the Contractor. A minimum Third-Party Liability Coverage for Bodily Injury and Property Damage in the form of a Commercial Liability policy, including Premises and Operations Coverage and Product Liability, must be carried for a minimum of \$1,000,000.00 per occurrence.

G. The Contractor must also provide the following coverage:

- Boiler & Machinery Insurance with a damage limit of liability of \$32,000,000.00.
- Marine & Ocean Cargo Insurance with a limit of liability for any one occurrence of \$1,000,000.00.
- Pollution Legal Liability with a claim limit of liability of \$5,000,000.00
- Unmanned Aerial Vehicle (UAV) Insurance with a limit of liability of \$5,000,000.00.

ANNEX E

NON-DISCLOSURE AGREEMENT

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 as represented by the Minister of Public Works and Government Services Canada representing the Canadian Government as the Contracting Authority; and to Her Majesty the Queen in Right of Canada as represented by the Minister of the Department of National Defence of Canada representing the Canadian Government as the Technical Authority (hereinafter both are referred to as Canada)

1. [Legal Name of winning bidder] (the 'Company') recognizes that the Company 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 its Work as a contractor of Canada for services in relation to NETE under Contract No. [to be inserted at contract award] (the 'Contract').

2. In this Agreement, 'Confidential Technical Information' means any information in relation to the NETE Contract No. [to be inserted at contract award], 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 the Company during the performance of the Contract or subcontract or as a result of it, and includes but is not limited to: any 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. The Company hereby agrees and must so instruct its employees that the Company must 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 the Contract, and hereby undertakes 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.

4. Without limiting the generality of the foregoing, the Company understands and agrees that Confidential Technical Information disclosed to the Company 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 considered to be employees of the Company, and the Company is responsible for them hereunder as if they were employees.

5. If requested by Canada or at the expiry or termination of the Contract, the Company must immediately deliver to the Contracting Authority all hard copies of all Confidential Technical Information that have come into its 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 the Company

must immediately delete all electronic records of any of those, except that the Company is under no obligation to delete back-up computer records, provided that the Company makes 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 the Company;
- (b) is or becomes known to the Company from a source other than Canada or the party who disclosed it to the Company for purposes of the Contract, except any source that is known to the Company 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 threatened or actual breach of this Agreement by the Company.

8. If any provision of this Agreement shall be held invalid or unenforceable, that provision shall be considered 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.

10. This Agreement must be interpreted and governed by the laws in force in [insert laws as used in Contract] Province, Canada.

11. The Company agrees that the terms of this Agreement will survive the completion of the Work under the Contract.

IN WITNESS WHEREOF this Agreement has been duly signed and delivered this _____ day of ____ - ___, 20___, by the Company's officers duly authorized in this respect.

Name _____
Title _____

Signature _____

(I have authority to bind the Company)

Non-Disclosure and Confidentiality of Information Agreement ('Agreement') with Contractor's Bidder Team Members

[Use this NDA for each of the Contractor's Bidder Team Members that are incorporated - even if it is a company of 1 individual.]

To: Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services Canada representing the Canadian Government as the Contracting Authority; and to Her Majesty the Queen in Right of Canada as represented by the Minister of the Department of National Defence of Canada representing the Canadian Government as the Technical Authority (hereinafter both are referred to as Canada)

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

1. [corporate legal name], a company incorporated under the laws of _____, (the 'Company') recognizes that in the course of or as a result of its work as a contractor or subcontractor to XX for services in relation to the NETE Contract No. *[to be inserted at contract award]* (the 'Contract'), the Company 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. *[to be inserted at contract award]*, 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 the Company during the performance of the Contract or subcontract or as a result of it, and includes but is not limited to: any 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. The Company hereby agrees and must so instruct its employees that the Company must 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 undertakes 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, the Company understands and agrees that Confidential Technical Information disclosed to the Company 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 considered 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, the Company must immediately deliver to XX all hard copies of all Confidential Technical Information that have come into the Company's 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 the Company must immediately delete all electronic records of any of those, except that the Company is under no obligation to delete back-up computer records, provided that the Company makes 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 the Company;
 - (b) is or becomes known to the Company from a source other than Canada or XX, except any source that is known to the Company 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 threatened or actual breach of this Agreement by the Company.
8. If any provision of this Agreement shall be held invalid or unenforceable, that provision shall be considered 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 and signed by all the parties.
10. This Agreement must be interpreted and governed by the laws in force in [Province], Canada.
11. The Company agrees that the terms of this Agreement will survive the completion of the work under its contract or subcontract with XX, as the case may be.

[IF APPLICABLE INSERT THE FOLLOWING: As of the date hereof, this Non-Disclosure and Confidentiality of Information Agreement supersedes the Non-Disclosure and Confidentiality of Information Agreement signed on _____, with respect to confidential information disclosed to the Company in relation with the Work under the 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)

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 Bidder Team Members that signed the second NDA above.]

To: Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services Canada representing the Canadian Government as the Contracting Authority; and to Her Majesty the Queen in Right of Canada as represented by the Minister of the Department of National Defence of Canada representing the Canadian Government as the Technical Authority (hereinafter both are referred to as Canada) ('Canada')

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

1. I, _____ [employee's full legal name], am an employee, or considered 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. [to be inserted at contract award] (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. [to be inserted at contract award] 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 me during the performance of the Contract or subcontract or as a result of it, and includes but is not limited to: any 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 must 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.
5. At the written request of Canada or XX, or at the expiry or termination of the contract, I must 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 must 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 threatened or actual breach of this Agreement by me.
8. If any provision of this Agreement shall be held invalid or unenforceable, that provision shall be considered 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 and 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 will survive the completion of the work under the Company's contract or subcontract with XX, as the case may be.

[IF APPLICABLE INSERT THE FOLLOWING: As of the date hereof, this Non-Disclosure and Confidentiality of Information Agreement supersedes the Non-Disclosure and Confidentiality of Information Agreement signed on _____, with respect to confidential information disclosed to me in relation with the Work under the Contract.]

IN WITNESS WHEREOF this Agreement has been duly signed and delivered this _____ day of _____, 20__.

Name _____
Title _____
Signature _____

Solicitation No. - N° de l'invitation
W8482-217850/D
Client Ref. No. - N° de réf. du client
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File No. - N° du dossier
027ism.W8482-217850

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

ANNEX F

DND 626 TASK AUTHORIZATION FORM

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ANNEX G

Technical and Financial Evaluation Criteria

1. Mandatory Technical Criteria Evaluation.....2
2. Point Rated Technical Evaluation Criteria.....9
3. Financial Evaluation.....15

Appendix I Resume Format (Curriculum Vitae (CV))

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1. Mandatory Technical Criteria Evaluation

The Phased Bid Compliance Process will apply to all mandatory technical criteria.

The Bidder (Bidder Team Members) must comply with ALL mandatory technical criteria and requirements as outlined in the Table 1 below. Proposals failing to meet the mandatory technical evaluation criteria will be considered non-compliant and excluded from further consideration.

In order to facilitate the evaluation, the Bidder should refer to the supporting documents within their technical proposal, with the exact page number(s) and paragraph number(s) where the required substantiation can be found.

Bidders are advised that only listing experience without providing any supporting documents/information to describe responsibilities, duties and relevance to the requirements, or simply repeating the statement contained in the RFP, is not sufficient for the purpose of this evaluation. The bidder must provide complete details as to where (city/country), when (year), and how (through which activities/responsibilities), the stated qualifications/experience were obtained.

Table 1 - Mandatory Technical Evaluation Criteria

Item Number	Mandatory Technical Evaluation Criteria	Proposal Pages #
M1 Canadian Corporation	<p>The Bidders must be a Canadian Corporation in accordance with Section 89 of the Canadian Income Tax Act.</p> <p>Evidence Required:</p> <p>The Bidder must provide a proof of Canadian business registration, partnership agreement or article(s) of incorporation.</p>	
M2 Corporate Experience	<p>The Bidder must have experience in managing at least one (1) service contract within Canada, valued at \$20M or more within the last five (5) years, prior to the bid closing date.</p> <p>Evidence Required:</p> <p>The Bidder must submit a summary providing contract details, including contract number, contract award date, contract value and scope of work.</p>	
M3 Corporate Experience	<p>The Bidder must have experience conducting Test and Evaluation (T&E) and Independent Verification and Validation (IV&V) work on complex equipment. The Bidder must have carried out a combination of at least five (5) T&E and IV&V projects or tasks for a combined total value of at least \$5M, within the past five (5) years, prior to bid closing date.</p> <p>Evidence Required:</p> <p>The Bidder must provide a description of:</p> <ol style="list-style-type: none"> 1) T&E and IV&V services; and 2) Five (5) project or task summaries for T&E and IV&V work carried, including the value of each project or task and the start and end date for each project or task. 	
M4 Quality Management System	<p>The Bidder must operate a Quality Management System compliant with the most recent ISO 9001 standard.</p> <p>Evidence Required:</p> <p>The Bidder must provide a copy of its current Certificate(s) of Registration for the ISO 9001 Quality Management System.</p>	
M5	<p>The Bidder must operate an Environmental Management System compliant with the most recent ISO 14001 standard.</p>	

Environmental Management System	Evidence Required: The Bidder must provide a copy of its current Certificate(s) of Registration for the ISO 14001 Environmental Management System.	
M6 Management Team Experience	<p>The Bidder must propose resources for the Key Personnel of the Management Team for each of the required category of personnel listed below:</p> <ol style="list-style-type: none"> 1. Site Manager 2. Quality System Manager 3. Facility Manager 4. Marine Systems Section Head Manager 5. Combat Systems Section Head Manager 6. Information & Communication Systems Manager <p>Qualifications for each of the Key Personnel are described in the tables below: Technical Mandatory Resources Requirements.</p> <p>Evidence Required: The Bidder must provide a detailed Curriculum Vitae using Appendix I with one (1) unique qualified candidate for each of the required category of personnel. The Bidder must include proof of certification and details for the qualifications or education being claimed. Examples of adequate substantiation include the name of the person, the name of the project (if applicable), the name of the company, period, and description of the work, location of the work, for each claim of experience or copies or evidence of qualifications, certificates, or degrees.</p> <p>Bidders must provide specific dates for each period of qualifying continuous service. Each period of continuous service will be counted separately. One (1) month of qualifying service is defined as one complete calendar month. Any partial months of qualifying service may be credited. A partial month is defined as the month at the beginning or end of the qualifying period. To obtain one (1) month's qualifying credit, the sum of the total days of service for the partial months must be between 28 days and 55 days (inclusive), and to obtain two (2) months qualifying credit, the sum of the total days of service for the partial months must be equal to 56 days or greater. Less than 28 days will receive no credit for qualifying service.</p> <p>Experience gained during formal education will not be considered work experience. All requirements for work experience must be obtained in a legitimate work environment as opposed to an educational setting.</p>	

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027ism.W8482-217850

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

	<p>Co-op terms are considered work experience provided they are related to the required services.</p> <p>The proposed individual must be an employee of the Bidder, or have entered into an agreement with the Bidder to become an employee of the Bidder for the purpose of any Contract that results from this RFP, and the Bidder must supply evidence of this upon request of the Contracting Authority.</p>	
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Technical Mandatory Resource Requirements

1. Site Manager	
Description of the requirement	Proposal Pages #
The Bidder's proposed Site Manager must meet each of the following criteria:	
1. have at least five (5) years experience, prior to bid closing, in a managerial capacity applicable to a technical organization of similar size and complexity as NETE;	
2. have at least five (5) years, prior to bid closing, experience with project management; and	
3. have at least five (5) years, prior to bid closing, experience with the Defence Industry..	

2. Quality System Manager	
Description of the requirement	Proposal Pages #
The Bidder's proposed Quality System Manager must meet the following criterion:	
1. have experience being responsible for the implementation and operation of a Quality Management System to the ISO 9001:2015 standard or recognized equivalent for a five (5)-year period in the past eight (8) years, prior to bid closing.	

3. Facility Manager	
Description of the requirement	Proposal Pages #
The Bidder's proposed Facility Manager must meet the following criterion:	
1. have at least five (5) years of experience, prior to bid closing, in the management and supervision of facility maintenance and support activities of similar size and complexity to that of NETE;	

4. Marine Systems Section Head Manager	
Description of the requirement	Proposal Pages #
The Bidder's proposed Marine Systems Section Head Manager must meet each of the criteria listed for one of the Naval System Specialist – OR - Senior Engineer categories:	
Naval System Specialist	
1. Have a minimum of eight (8) years of work experience in the operation, maintenance and testing of naval/military systems or equipment, with at least three (3) years of the eight (8) in the last five (5) years prior to bid closing;	
2. have a minimum of three (3) years, prior to bid closing, of supervisory experience within the last ten (10) years	
3. Have a university undergraduate degree or a diploma in a related field from a three (3) year college or technical institute program.	
4. Have military training through any Canadian Armed Forces Classification, including but not limited to Naval Technical Officer, Naval Warfare Officer, Pilot, Air Navigator, Air Traffic/Weapons Controller, Military Engineer, Communications & Electrical Engineer and Clearance Diver; or civilian equivalent.	

- OR -	
Senior Engineer	
1. Have eight (8) years of experience in an engineering field of which five (5) years have been within the last ten (10) years prior to bid closing;	
2. have a minimum of three (3) years, prior to bid closing, of supervisory experience within the last ten (10) years and	
3. Have an undergraduate degree in engineering, or eligibility for registration as a professional engineer in any province in Canada.	

5. Combat Systems Section Head Manager	
Description of the requirement	Proposal Pages #
The Bidder's proposed Combat Systems Section Head Manager candidate must meet each of the criteria listed for one of the Naval System Specialist – OR - Senior Engineer categories:	
Naval System Specialist	
1. have a minimum of eight (8) years of work experience in the operation, maintenance and testing of naval/military systems or equipment, with at least three (3) years of the eight (8) in the last five (5) years;	
2. have a minimum of three (3) years of supervisory experience within the last ten (10) years;	
3. Have a university undergraduate degree or a diploma in a related field from a three (3) year college or technical institute program.	
4. Have military training through any Canadian Armed Forces Classification, including but not limited to Naval Technical Officer, Naval Warfare Officer, Pilot, Air Navigator, Air Traffic/Weapons Controller, Military Engineer, Communications & Electrical Engineer and Clearance Diver; or civilian equivalent.	
- OR -	
Senior Engineer	
1. have (8) years of experience in an engineering field of which five (5) years have been within the last ten (10) years prior to bid closing;	
2. have a minimum of three (3) years of supervisory experience in total within the last ten (10) years; and	
3. Have an undergraduate degree in engineering, or eligibility for registration as a professional engineer in any province in Canada.	

6. Information & Communication Systems Manager	
Description of the requirement	Proposal Pages #
The Bidder's proposed Information & Communication Systems Manager must meet each of the criteria listed for one of the Senior Software Specialist – OR - Senior Engineer categories:	
Senior Software Specialist	
The Senior Software Specialist must meet one (1) of the five (5) groups of criteria:	

1	a) have three (3) years of work experience in a related software support field within the last six (6) years prior to bid closing; and	
	b) have a university post graduate degree in computer engineering or computer science; or	
2	a) have five (5) years of work experience in a related software support field within the last seven (7) years prior to bid closing; and	
	b) have a university undergraduate degree in computer engineering or computer science; or	
3	a) have six (6) years of work experience in a related software support field within the last then (10) years prior to bid closing; and	
	b) have two (2) year College level certificate in computer science or equivalent; or	
4	a) have six (6) years or work experience in a related software support field within the last ten (10) years prior to bid closing; and	
	b) have successful completion of an IM/IT course with a minimum of six hundred (600) hours of instruction and assignments; or	
5	a) have ten (10) years of work experience in a related software support field within the last fifteen (15) years prior to bid closing.	
- OR -		
Senior Engineer		
1.	have (8) years of experience in an engineering field of which five (5) years have been within the last ten years prior to bid closing;	
2.	have a minimum of three (3) years of supervisory experience within the last ten (10) years and	
3.	Have an undergraduate degree in engineering, or eligibility for registration as a professional engineer in any province in Canada.	

2. Point-Rated Technical Evaluation Criteria

This solicitation contains point-rated requirements as outlined in Table 2 – Point Rated Technical Evaluation Criteria below. Bidders must achieve a minimum score of 40% for each criteria and a minimum of 600 points out of 1000 overall on their point-rated criteria. Bids that do not have the minimum scores will be declared non-responsive and will be given no further consideration.

Two (2) decimal places will be maintained through the calculations. Scores will be rounded up to two (2) decimals places.

Rating Guideline for Point Rated Criteria R3, R4, R5, and R7.

For point rated criteria R3, R4, R5, and R7, the descriptions below will be used to determine the amount of points allotted to the rated criteria above. If an evaluator is hesitating between two word description categories, a score of the midpoint between categories is permissible. The word pictures will be applied considering the complete picture of the scored element.

For example, in R3 (1) the score of the word picture will be multiplied by 115 factoring in all overall requirements holistically. Ex: Good = 60% therefore 0.60×115 points = 69 points allotted to the element.

Points	Quality	Explanation
100%	Excellent	The proposal fully meets all requirements. There are no apparent weaknesses in the solution that would affect the successful achievement of the work associated with this criteria element. The perceived risks to NETE business continuity are negligible.
80%	Very Good	The proposal adequately all requirements. There are minor weaknesses in the solution which are unlikely to adversely affect the successful achievement of the work associated with this criteria element. The perceived risks to NETE business continuity are low.
60%	Good	The proposal meets most of the requirements. There are minor deficiencies in the solution which may affect the successful achievement of the work associated with this criteria element or the evidence provided is either weak or lacking. These weaknesses have a moderate chance of affecting the successful achievement of the work associated with this criteria element. The identified weaknesses are correctable, but may potentially affect the successful achievement of the work associated with this criteria element. These weaknesses introduce medium risks that may adversely affect NETE's business continuity.
40%	Satisfactory	The proposal meets most of the requirements with some notable deficiencies or insufficient evidence presented regarding how the requirements will be met. There is a high level of perceived risks in the solution which may be a challenge to overcome, and which will likely affect the successful achievement of the work associated with this criteria element. These weaknesses introduce high risks that may adversely affect NETE's business continuity.
20%	Inadequate	The proposal falls below a minimum acceptable level. There are weaknesses in the solution which would be difficult to resolve and present intolerable risk levels to the successful completion of business outcomes.

	<p>c. Include a description of the organizational approach for the Managers and the support activities including how to integrate teams working in different functional and geographical areas</p>	<p>/2</p>
		<p>/20</p>
<p>R.2 Corporate Technical Experience</p>	<p>Corporate Technical Experience</p> <p>The Bidder should demonstrate its corporate experience in each of the sub-functions for each of the nine (9) Test & Evaluation Functions described at Section 2, Article 9 of the SOW.</p> <p>For each sub-function, the corporate experience should be demonstrated by providing a summary of a project performed by the Bidder within the last eight (8) years. The project only needs to be sufficiently described to clearly show corporate experience associated to a specific sub-function and the project's description must be limited to half a page.</p> <p>Submitting the same project to fulfil multiple a sub-function in a function is permissible, however, may be considered as a lack of breadth or depth of experience and be factored into the scoring.</p> <p>For this Rated Requirement, providing employees' resumes will not be considered an acceptable form of demonstrating corporate experience.</p> <p>Two (2) points per year of corporate experience will be awarded, up to eight (8) points per sub-function.</p> <p>Functions:</p> <ul style="list-style-type: none"> a. Evaluation of the ability of materiel to meet DND requirements – 7 sub-functions at SOW 9.1.1 b. Conduct and development of trials – 4 sub-functions at SOW 9.1.2 c. Evaluation of Design Changes – 3 sub-functions at SOW 9.1.3 d. Conduct of Equipment, Systems and Software Audits / IV&V – 5 sub-functions at SOW 9.1.4 e. Data Recording, Reduction and Analysis – 5 sub-functions at SOW 9.1.5 f. Problem Investigation and Analysis – 6 sub-functions s at SOW 9.1.6 g. Support to designated Ranges – 3 sub-functions at SOW 9.1.7 	<p>/56</p> <p>/32</p> <p>/24</p> <p>/40</p> <p>/40</p> <p>/48</p> <p>/24</p> <p>/8</p>

	<p>h. Support to Innovation Projects – 1 sub-function at SOW 9.1.8</p> <p>i. Support of Materiel Processes – 2 sub-functions at SOW 9.1.9</p>	<p>/16</p> <p>288</p>
R.3 Business Continuity Resources	<p>The Bidder should propose at least one (1) additional resource for each of the requirements listed in SOW Appendix 4. These additional resources are to address NETE's business continuity requirements and represent the minimum expected initial workforce at the Contract Effective Date.</p> <p>For this requirement, the bidder will demonstrate its compliance by providing a series of Curriculum Vitae (CV) using the form at Appendix I.</p> <p>The Bidder will demonstrate how it will fulfil each additional resource requirement by providing a spreadsheet that maps which CV is being applied to which requirement.</p> <p>The rating guideline will be applied based on the overall ability to address the overall requirements in each business continuity requirement area as follows:</p> <ol style="list-style-type: none"> 1. NETE core services 2. Combat Systems 3. Information Systems 4. Marine Systems <p>Each CV provided may only be utilized against one additional resource requirement.</p> <p>The content of each CV should demonstrate how that additional resource fulfils the applicable prerequisites stated in SOW Appendix 4.</p> <p>Resources proposed for Mandatory Core Resources are not eligible to be used as additional resources for this point rated criteria.</p>	<p>/115</p> <p>/60</p> <p>/60</p> <p>/60</p>
R.4 Transition Plans	<p>The Bidder should provide detailed Transition Plans as defined in Section 4, Article 48 of the SOW.</p> <p>The rating guideline will be applied based on the overall ability to address the overall requirements in each plan as follows:</p> <ol style="list-style-type: none"> a. Human Resources and Transition Staffing Plan b. Personnel, Site and Information Security Plan c. Capital and Materiel Acquisition, Control and Custody Plan d. Health and Safety, Environmental and Fire Protection Plan e. Quality Management System Plan 	<p>/100</p> <p>/10</p> <p>/10</p> <p>/10</p> <p>/10</p>

	Each transition plan should be no more than ten (10) pages.	/140
R.5 Management of the three (3) Work Elements	<p>The Bidder should propose a plan which should demonstrate how each of the three (3) Work Element of NETE's operations will be managed from Contract Effective Date onward in a manner that will maximize business operations at NETE.</p> <p>The plan should address the following Elements:</p> <ul style="list-style-type: none"> a. WE1 – Contractor ready to accept, conduct and deliver T&E work on Contract Effective Date (SOW Section 2); b. WE2 – Contractor ready to implement Maintenance & Support Plan on Contract Effective Date (SOW Section 3); c. WE3 – Contractor ready to manage all aspects of NETE operations on Contract Effective Date (SOW Section 4). <p>The plan should include a proposed breakdown for each of the following elements:</p> <ul style="list-style-type: none"> • staffing and training • knowledge transfer • change management • scheduling • communications and reporting <p>The plan related to the three (3) Work Elements should be no more than ten (10) pages.</p>	<p>/50</p> <p>/50</p> <p>/50</p> <p>/150</p>
R.6 Additional Management Team Experience	<p>The Bidder should demonstrate the Management Team experience over and above the minimum required in the CVs provided in response to M6 Management Team Experience.</p> <ul style="list-style-type: none"> a. Site Manager <p>In excess of Mandatory Requirement M.6.1.1, up to three (3) points will be awarded per year of experience up to a maximum of three (3) additional years.</p> <p>In excess of Mandatory Requirement M.6.1.2, up to three (3) points will be awarded per year of experience up to a maximum of three (3) additional years.</p> <p>In excess of Mandatory Requirement M.6.1.3, up to three (3) points will be awarded per year of experience up to a maximum of three (3) additional years.</p> b. Facility Manager 	<p>/9</p> <p>/9</p> <p>/9</p> <p>/9</p>

	<p>In excess of Mandatory Requirement M.6.2.1, three (3) points will be awarded per year of experience up to a maximum of three (3) additional years.</p> <p>c. Quality Systems Manager In excess of Mandatory Requirement M.6.3.1, three (3) points will be awarded per year of experience up to a maximum of five (5) additional years.</p> <p>d. Marine Systems Manager In excess of Mandatory Requirement M.6.4.1, one (1) point will be awarded per year of work experience up to a maximum of five (5) additional years.</p> <p>In excess of Mandatory Requirement M.6.4.2, one (1) point will be awarded per year of supervisory experience up to a maximum of five (5) additional years.</p> <p>e. Combat Systems Manager In excess of Mandatory Requirement M.6.5.1, one (1) point will be awarded per year of work experience up to a maximum of five (5) additional years.</p> <p>In excess of Mandatory Requirement M.6.5.2, one (1) point will be awarded per year of supervisory experience up to a maximum of five (5) additional years.</p> <p>f. Information & Communication Systems Manager In excess of Mandatory Requirement M.6.6.1, one (1) point will be awarded per year of work experience up to a maximum of five (5) additional years.</p> <p>In excess of Mandatory Requirement M.6.6.2, one (1) point will be awarded per year of supervisory experience up to a maximum of five (5) additional years.</p>	<p>/9</p> <p>/5</p> <p>/5</p> <p>/5</p> <p>/5</p> <p>/5</p> <p>/5</p> <p><u>/5</u></p> <p><u>/5</u></p> <p>/75</p>
R.7 Incentive Plan	<p>The Bidder should propose an Incentive Plan which meets the requirements set out in the SOW at Article 46. The proposed Incentive Plan may take the form of a scoring scheme, formula, matrix, chart, etc. or any combination thereof. It should address the following performance measures:</p> <ol style="list-style-type: none"> 1. Cost 2. Schedule 3. Quality 4. Overall Performance <p>The Incentive Plan should be no more than ten (10) pages.</p>	<p>/8</p> <p>/8</p> <p>/8</p> <p><u>/8</u></p> <p>/32</p>

3. Financial Evaluation

Bidders must provide their Financial Bid by completing the Attachment 1 to Part 4 – Financial Bid Presentation Sheet. The Financial Bid must include each of the following two Financial Elements:

1. Bidders must provide All-Inclusive Hourly Labour Rate for each personnel category in accordance with the Labour Categories Requirement specified in SOW Appendix 3 for each year of the initial five (5) year contract period. The All-Inclusive Hourly Labour Rate is for Work performed by the Contractor and must include the cost of direct labour, overhead, general and administrative costs (G&A) and profit. The All-Inclusive Hourly Labour Rate must include no more than two (2) decimal places.
2. Bidders must provide Management Fee, the firm Annual Management Fee for each of the initial five (5) year contract period. The Management Fee includes, as a minimum, the following resources: Site Manager, Quality System Manager, Facility Manager, Health and Safety, Hazardous Materiel and Environmental Specialist(s), the three (3) Section Head Managers (Marine Systems Section Head Manager, Combat Systems Section Head Manager and Information & Communication Systems Manager) and any additional support resources the Bidder deems necessary. These resources must not charge any of their time to Work Elements 1 or 2, their efforts must be covered under Work Element 3.

The submitted rates for the specific Financial Elements will be firm for the first five (5) years of the contract period and will be in effect at Contract Award.

3.1 Financial Element Evaluation Methodology

3.1.1 All-Inclusive Hourly Labour Rates for Work Element 1 & 2.

Bidders must submit all-Inclusive Hourly Labour Rates for each labour category to a maximum of two decimal places in Table 2 below.

To reduce the likelihood of unusually low Labour rates, Canada requires the Bidder to provide All-Inclusive Hourly Labour Rate for each Labour Categories that will meet specific criteria when compared to the average (mean) rate of their respective Category Group. Meeting these criteria will be mandatory. The following Category Groups have been created on for the purposes of the evaluation:

Category Groups	Labour Categories
Group A	<ul style="list-style-type: none">• Senior Applied Science Specialist• Intermediate Applied Science Specialist• Junior Applied Science Specialist• Entry Level Applied Science Specialist
Group B	<ul style="list-style-type: none">• Senior Engineer• Intermediate Engineer• Junior Engineer• Entry Level Engineer
Group C	<ul style="list-style-type: none">• Senior Software Specialist• Intermediate Software Specialist• Junior Software Specialist• Entry Level Software Specialist
Group D	<ul style="list-style-type: none">• Technician• Entry Level Technician

Group E	<ul style="list-style-type: none"> • Technologist • Entry Level Technologist
Group F	<ul style="list-style-type: none"> • General Labour • IT Tester • Network Administrator • Trade Categories • Advance IT Security Specialist • Advance Naval Warfare/Military Operations Specialist • Naval/Military Systems Specialist • CO-OP Student • Technical Specialist

1. Criteria for Category Group A to Group E inclusively:

The Bidder must have an average (mean) rate for the second Labour Category in the group within -10 % and -35% of the average (mean) rate of the first Labour Category in the group. The Bidder must also have an average (mean) rate for the third Labour Category in the group within -10% and -35% of the average (mean) rate of the second Labour Category in the group and so on and so forth for all the labour category in the same group.

For example:

For Group A, the Bidder must have an average (mean) rate for the Intermediate Applied Science Specialist that will be within -10% and -35% of the average (mean) rate of Senior Applied Science Specialist.

The Bidder must have an average (mean) rate for the Junior Applied Science Specialist that will be within -10% and -35% of the average (mean) rate of Intermediate Applied Science Specialist.

The Bidder must have an average (mean) rate for the Entry Level Applied Science Specialist that will be within -10% and -35% of the average (mean) rate of the Junior Applied Science Specialist.

2. Criteria for Category Group F

The Labour Rate for General Labour should be the lowest rates for Category Group F.

(An EXCEL Spreadsheet will be provided for validation of hourly rates.) The Bidder is responsible to review and confirm that all rates are accurate.

The weighting (*to be provided at final RFP*) provided in Table 3 below is based on estimation for future year demands and is used for information purposes only and is not binding on Canada.

Table 3 Financial Bid Presentation Sheet

Cod e	Labour Categories	Weightin g	Year 1 firm all- inclusive	Year 2 firm all inclusive	Year 3 firm all- inclusive	Year 4 firm all inclusive	Year 5 firm all inclusive
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			Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
1	Senior Applied Science Specialist	TBD	\$	\$	\$	\$	\$
2	Intermediate Applied Science Specialist	TBD	\$	\$	\$	\$	\$
3	Junior Applied Science Specialist	TBD	\$	\$	\$	\$	\$
4	Entry level Applied Science Specialist	TBD	\$	\$	\$	\$	\$
5	Senior Engineer	TBD	\$	\$	\$	\$	\$
6	Intermediate Engineer	TBD	\$	\$	\$	\$	\$
7	Junior Engineer	TBD	\$	\$	\$	\$	\$
8	Entry Level Engineer	TBD	\$	\$	\$	\$	\$
9	IT Tester	TBD	\$	\$	\$	\$	\$
10	Advance Naval Warfare/Military Operations Specialist	TBD	\$	\$	\$	\$	\$
11	Naval/Military Systems Specialist	TBD	\$	\$	\$	\$	\$
12	Network Administrator	TBD	\$	\$	\$	\$	\$
13	Advanced IT Security Specialist	TBD	\$	\$	\$	\$	\$
14	Senior Software Specialist	TBD	\$	\$	\$	\$	\$
15	Intermediate Software Specialist	TBD	\$	\$	\$	\$	\$
16	Junior Software Specialist	TBD	\$	\$	\$	\$	\$

17	Entry Level Software Specialist	TBD	\$	\$	\$	\$	\$
18	Technical Specialist	TBD	\$	\$	\$	\$	\$
19	Technician	TBD	\$	\$	\$	\$	\$
20	Entry Level Technician	TBD	\$	\$	\$	\$	\$
21	Technologist	TBD	\$	\$	\$	\$	\$
22	Entry Level Technologist	TBD	\$	\$	\$	\$	\$
23	Trade Categories	TBD	\$	\$	\$	\$	\$
24	General Labour	TBD	\$	\$	\$	\$	\$
25	CO-OP Student	TBD	\$	\$	\$	\$	\$
Total for each year			\$	\$	\$	\$	\$
Total for all inclusive Hourly Labor rates Average (Year 1 + Year 2 + Year 3 + Year 4 + Year 5) x Weight							\$

3.1.2 Management Fee for Work Element 3

Bidders must submit three firm fixed prices in Table 3 below based on the total numbers of hours charged to Work Element 1 and Work Element 2 work (Through Put) for the Period of the Contract.

Table 4 Management Fee for Work Element 3

Management Fee	Year 1	Year 2	Year 3	Year 4	Year 5
Low Throughput (LT) Up to 300,000 Hours	\$	\$	\$	\$	\$
Medium Throughput (MT) 300,000 to 500,000 Hours	\$	\$	\$	\$	\$
High Throughput (HT) Over 500,000 Hours	\$	\$	\$	\$	\$

The formula to determine the Management Fee price for evaluation purposes is the following:

$$\begin{aligned}
 &[(LT1 \times 0.1) + (MT1 \times 0.45) + (HT1 \times 0.45)] + \\
 &[(LT2 \times 0.1) + (MT2 \times 0.45) + (HT2 \times 0.45)] + \\
 &[(LT3 \times 0.1) + (MT3 \times 0.45) + (HT3 \times 0.45)] + \\
 &[(LT4 \times 0.1) + (MT4 \times 0.45) + (HT4 \times 0.45)] +
 \end{aligned}$$

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$[(LT5 \times 0.1) + (MT5 \times 0.45) + (HT5 \times 0.45)] = \text{Evaluation price for Management Fee}$

Total Evaluation Price of Bid = Total for All-Inclusive Hourly Labor rates + Evaluation price for Management Fee.

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Appendix I

FORMAT FOR RESUME

NETE Contract Evaluation Plan	
Function Title: Corresponding Function Title (ex. Site Manager) from the SOW or Skill/Knowledge requirement from Appendix 3 of the SOW	
Proposed Candidate: (Name of employed individual or letter of intent attached)	
Labour Category: (that the Candidate will meet iaw requirements of SOW Appendix 5)	
Requirements Management Team requirements or Skill/Knowledge requirements	Demonstrated Compliance Explain HOW the candidate meets Experience, Education and Qualification(s) requirements
Experience Provide experience chronologically Month-Year: Sept 2000 – present Title: Project Manager, Company #1, Description of roles, responsibilities with emphasis on Naval Engineering discipline(s), T&E experience, etc. -	
Education Year Degree / Diploma Institution -	
Qualification(s) Ex: - Security Classification: NATO Secret - P.Eng., Province - Microsoft Cetified System Engineer - Project Management Professional (PMP)	

ANNEX H to PART 5 OF THE BID SOLICITATION

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)

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ANNEX I to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

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

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ANNEX J

ECONOMIC IMPACT ASSESSMENT (EIA)

(see below)

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ANNEX K

COVID-19 VACCINATION REQUIREMENT CERTIFICATION

I, _____ (first and last name), as the representative of
_____ (name of business) pursuant to
_____ (insert solicitation number), warrant and certify that all
personnel that _____ (name of business) will provide on the
resulting Contract who access federal government workplaces where they may come into contact with
public servants will be:

- a. fully vaccinated against COVID-19;
- b. for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or
- c. partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the
_____ (name of business) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____

Date: _____

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the *Privacy Act*. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all

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individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

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STATEMENT OF WORK (SOW)
FOR
MANAGEMENT AND OPERATION OF THE
NAVAL ENGINEERING TEST ESTABLISHMENT (NETE)

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SECTION 1 - GENERAL INFORMATION

1. Background

- 1.1 The Naval Engineering Test Establishment (hereafter referred to as NETE) was created in 1953 to test naval auxiliary equipment for the Royal Canadian Navy (RCN). Since NETE's inception, the field unit has operated as a Government-Owned Contractor-Operated (GOCO) facility that relies on a long-term performance-based contract. NETE is a National Defence Headquarters 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, Mission and Objectives are as follows:
 - 1.1.2 Vision: To support a modern Royal Canadian Naval Fleet that meets technical and operational expectations.
 - 1.1.3 Mission: To provide independent engineering and field-testing services in support of naval materiel for the Canadian Armed Forces (CAF).
 - 1.1.4 Objectives:
 - a. Sustain operational priorities in accordance with Director General Maritime Equipment Program Management (DGMEPM) plans;
 - b. Provide expert advice to help protect the interests of the Navy;
 - c. Validate technical and operational effectiveness and suitability of naval systems and equipment;
 - d. Deliver new test and evaluation capabilities to meet the needs of the Navy's future program; and
 - e. Support risk management and decision-making during acquisition planning and implementation.
- 1.2 NETE provides a broad range of multi-disciplinary engineering test and evaluation (T&E) 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. NETE's facilities and services are also available to other government departments and the private sector under certain conditions.
- 1.3 NETE's personnel are specialized in several disciplines, including combat systems, marine systems, information and communication 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 (as defined in DAOD 3035-0) accept or reject equipment, systems, and software for service in the CAF.
- 1.4 The continuation of the current services is important to DND since NETE's mandate ensures the engineering safety and effectiveness of naval equipment. DND relies on the independent verification and validation (IV&V) services to do the groundwork for the 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*.

2. NETE Role and Functions

- 2.1 The role of NETE is to provide independent and expert T&E services in support of naval materiel for the Canadian Forces (CAF). NETE functions principally in support of the Director General Maritime Equipment Program Management, who is the principal Design Authority for naval materiel. As such, most of NETE's T&E activity is considered a "third-line" activity. However, NETE may be called upon to perform tests and trials of materiel which has been accepted into service and is under the control of Operational Authorities, which is considered a "second-line" activity.
- 2.2 The functions that are a part of NETE's role are described below and are further elaborated in Section 2 of the Statement of Work. These functions are defined in broad terms to provide flexibility, but the focus of NETE's activity is T&E. Other types of activity, such as providing in-service support to given systems or equipment or producing engineering designs, are not to be undertaken by NETE, unless in direct support of a T&E activity as specified in Section 2, Articles 8 and 9.
- 2.3 The functions, which comprise NETE's role, are:
 - 2.3.1 Evaluation of the ability of equipment, systems and software to meet RCN and DND requirements;
 - 2.3.2 Assistance to the Design Authority in the development and conduct of trials;
 - 2.3.3 Evaluation of Design Changes;
 - 2.3.4 Equipment, Systems and Software Audits and IV&V;
 - 2.3.5 Data Recording, Reduction, and Analysis;
 - 2.3.6 Problem Investigation and Analysis;
 - 2.3.7 Support of Ranges;
 - 2.3.8 Support of Innovation Projects; and
 - 2.3.9 IV&V of Naval Material Acquisition and Support (NMA&S) Policy and Processes.
- 2.4 These functions are not the exclusive purview of NETE to perform. Other DND or outside agencies may be called upon to conduct these functions at DND's discretion.
- 2.5 To perform these functions, the Contractor must provide expertise in a number of engineering and technical disciplines relating to combat, computer, marine systems and test support. These requirements are fully described in Section 2 of the SOW.

3 Scope of Work

- 3.1 The scope of Work for this requirement is subdivided into three elements. These elements are fully described in the referenced sections of the SOW, and are, in brief:

Table 3-1 - Scope of Work

Work Element	Description	SOW Section
1	Provide T&E services to DND customers in accordance with NETE's role.	2
2	Operate, maintain, and logistically support the NETE facility and test equipment on DND's behalf.	3
3	Provide overall management and administrative services at NETE.	4

- 3.2 For Work Element 1, all T&E activities raised by the Procurement Authority or the Contracting Authority on an "as and when requested" basis, will be handled as individual tasks. Tasks will have a defined scope, cost, deliverable(s) and schedule. Nevertheless, provision is made for "level of effort" activities where repetitive, small dollar value, or urgent work can be conducted with a streamlined approval process. All costs associated with tasks (labour, materials, subcontracts, and capital) must be identified and charged to the cost center designated by DND. Progress reports must be submitted to the DND Task Project Manager (PM) as required, until the task is complete. Once complete, a formal report describing the results of the evaluation will be written for the customer's acceptance.
- 3.3 For Work Element 2, these activities will be subdivided into tasks. A plan outlining the scope and cost of each maintenance and support task must be prepared by the Contractor for DND's approval prior to the commencement of each fiscal year. Once approved, the Contractor is expected, within some limitations detailed in Section 3, to carry out the activities with minimal DND involvement. An incentive is provided to ensure the Work is performed efficiently, and periodic inspections will be conducted by Canada to verify the continued integrity of NETE assets.
- 3.4 DND may request, or the Contractor may propose, an upgrade or improvement to the facility and assets. Such improvements must be treated as Work Element 2 tasks, with the scope, cost and schedule defined. These tasks, and any capital spending in support of the facility, must be approved through a yearly business planning cycle.
- 3.5 Work Element 3 activities are important, but indirect, activities to NETE's operations and will be considered as "overhead".

4 NETE Organization

- 4.1 The term "organization" in this section applies to the manner in which any DND/CAF personnel assigned to NETE are accounted for by DND, and does not apply to any

Contractor personnel. The organization of the Contractor's workforce is the responsibility of the Contractor, subject to any requirements described elsewhere in the SOW.

- 4.2 NETE is officially organized as a unit of the CAF, assigned to the Assistant Deputy Minister (Materiel). A military officer, normally of the Naval Engineer classification, will be present on-site and is designated as a "Commanding Officer" under the National Defence Act for the purposes of discipline and control over any other DND /CAF members which may be assigned to NETE. The Commanding Officer reports to ADM (Mat), through the functional control of DGMEPM.
- 4.3 This officer is also designated as the Technical Authority (TA) for the Contract. His/her duties and responsibilities are described in Appendix 1. Other CAF/DND personnel may be assigned to NETE at DND's discretion; provision for their support by the Contractor is also described in Appendix 1.
- 4.4 The term "Commanding Officer" carries no meaning in respect of the Contract. The Contractor must not infer this to imply authority or responsibility over the Contractor or Contractor personnel, nor responsibility by Canada for any part of the Work other than which may be inherent to the TA's duties.
- 4.5 DND may elect to change the DND/CAF organization of NETE at any time without prior notification to the Contractor.

5 Definitions

- 5.1 The following terms and definitions apply throughout the Statement of Work:
 - 5.1.1 Betterment: A Betterment must be recorded when an item meeting the criteria of a "Capital Item" becomes part of another Capital Item. The cost must be added to the original historic cost of the complete Capital Item.
 - 5.1.2 Capital Item: A durable item that is purchased, constructed, acquired through donation, or developed that has a useful life extending beyond one year; has been acquired by the Contractor as part of an approved task; and has an initial cost of at least \$500 per item. Capital Items will be recorded for accounting purposes as being complete, working items (for example, a Personal Computer). There may be many components of a Capital Item which otherwise meet the criteria as stated above, but these components will either be treated as inventory items (e.g. spare parts) or possibly as Betterment once integrated into a Capital Item.
 - 5.1.3 Contract Effective Date (CED): The first day after the Transition Period.
 - 5.1.4 Contractor Furnished Equipment (CFE): Equipment made available by the Contractor after Contract Effective Date (CED) or during the Contract from either its own inventory or by rental or purchase to support T&E tasks (Work Element 1) or for general purposes (Work Elements 2 and 3).
 - 5.1.5 Contractor Furnished Material (CFM): Components or material made available by the Contractor after Contract Effective Date (CED) or during the Contract from commercial

sources to support T&E tasks (Work Element 1) or for general purposes (Work Elements 2 and 3).

- 5.1.6 Government Furnished Equipment (GFE): Equipment or other assets designated as accountable by the TA and transferred by Canada to the Contractor upon Contract Effective Date (CED) or thereafter, either on a permanent or temporary basis, and also includes any capital items purchased by the Contractor as part of an approved task.
- 5.1.7 Government Furnished Facility (GFF): A building or work, including any supporting fixed assets and associated systems and equipment, transferred by Canada to the Contractor upon Contract Effective Date (CED) or thereafter.
- 5.1.8 Government Furnished Information (GFI): Any documentation, drawings, calculations or other information to be supplied to the Contractor as part of an approved task.
- 5.1.9 Government Supplied Material (GSM): Components or consumable goods transferred by Canada to the Contractor upon Contract Effective Date (CED) or thereafter, and includes all material subsequently purchased by the Contractor as part of an approved task.
- 5.1.10 Material: Component parts or consumable goods (e.g. paper, sheet metal, lubricants, fasteners, etc.) acquired by the Contractor as part of an approved task.
- 5.1.11 Materiel: The equipment, supplies, and apparatus of a military force.
- 5.1.12 Project: A Project is a set of DND approved activities under the control of a DND Task Project Manager (PM). The term 'Project' must be used exclusively in this sense under this Contract to avoid confusion between DND-managed and Contractor-managed activities.
- 5.1.13 Task: A Task is an approved NETE activity that is in the scope of the SOW and performed on behalf of a DND customer.
- 5.1.14 Firm Price: A Firm Price Task Authorization will be used when the statement of work can define the requirement in sufficient detail to enable the Contractor to establish a firm price. In consideration of the Contractor satisfactorily completing all of its obligations under the Task Authorization, the Contractor will be paid the Firm Price stipulated in the applicable Task Authorization document.
- 5.1.15 Ceiling Price: A Ceiling Price Task Authorization will be used instead of Firm Price only in cases where the Work to be performed is not in sufficient detail to accurately determine a reasonable firm price, through which the Contractor is bound to complete the prescribed Work without additional payment, whether or not actual costs exceed the ceiling. The Contractor will be paid its costs reasonably and properly incurred in the performance of the Work under the Task Authorization, up to the Ceiling Price specified in the applicable Task Authorization document. The Ceiling Price is subject to downward adjustment so as not to exceed the actual charges and costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment specified in the Task Authorization document.
- 5.1.16 Not-to-Exceed (NTE): A Task Authorization subject to a Limitation of Expenditure (Not to exceed - NTE) will be used for Services where the nature of the Work cannot be

defined in detail for pricing purposes. When goods and/or services are to be furnished under a Limitation of Expenditure Task Authorization, the parties agree on a Limitation of Expenditure for the Contractor to commence work. The Contractor will be paid its costs reasonably and properly incurred in the performance of the Work under the Task Authorization, in accordance with the Basis of Payment specified herein and in the applicable Task Authorization document.

6 Acronyms (Glossary)

See Appendix 6: Acronyms (Glossary)

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SECTION 2 - TEST AND EVALUATION SERVICES (WORK ELEMENT 1)

7 Preparation for Delivery and WHMIS Regulations

- 7.1 Preparation for Delivery: Preparation for delivery of items shipped to DND (other than reports and drawings) must be in accordance with the latest issue of the applicable Canadian Forces Packaging Specification (CFPS) listed below:
- 7.1.1 For Electrostatic Discharge (ESD) protection of Sensitive Electronic Parts, Assemblies and Equipment: CFPS D-LM-008-035/SF-001; and
- 7.1.2 For all other parts: CFPS D-LM-008-036/SF-000.
- 7.2 WHMIS Regulations: The Contractor must label and ship goods falling within the Hazardous Products Act, R.S.C. 1985, c. H-3 and regulation(s) there under in accordance with the said Act and regulation(s) accompanied by the Material Safety Data Sheet(s) completed in either English or French.

8 Test and Evaluation (T&E) Services

- 8.1 The Contractor must supply T&E services to DND in accordance with the provisions of this Section. This includes the supply of all labour, materials, services and capital items necessary to meet any DND requirements identified to the Contractor. In the performance of the Work, the Contractor may make full use of the NETE facility and equipment furnished by the Government under this Contract.
- 8.2 The provision of services must include the design, manufacture, construction, and fabrication of test circuits, assemblies and components as necessary to satisfy the T&E requirements.
- 8.3 Services are to be performed in support of naval DND/CAF materiel, and may be exercised throughout the materiel life cycle. These services are normally performed in support of the DGMEPM in National Defence Headquarters (NDHQ). The Contractor may also provide services for other DND agencies and offer commercial work for other government departments and private sector clients. However, such work must be consistent with the T&E functions defined below, and must be submitted to the TA for review and approval prior to the work being authorized in accordance with the provisions for the Task Authorization described in the clauses of the contract.

9 Test and Evaluation (T&E) Functions

- 9.1 T&E of DND/CAF materiel comprises the following functions:
- 9.1.1 Evaluation of the ability of equipment, systems and software to meet DND requirements. This is defined as the conduct of physical tests, either on the NETE site or off site, and use of expert judgement to:
- a. conformance of these items 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 with another;
- d. confirm the suitability of employing existing materiel in a different application;
- e. collect operational data to establish 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.

9.1.2 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 when so authorized, in:

- 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, CGSB, military-specifications (mil-specs), military standards (mil-stds), etc.) or the establishment and validation of specific equipment and 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.

9.1.3 Evaluation of Design Changes. This includes, when so authorized by the Design Authority:

- 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 and improvements.

9.1.4 Equipment, Systems and Software Audits and IV&V. 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 RFPs and bid responses;

- b. comparative evaluation and testing of computer systems and information technology;
- c. validation of simulator designs, simulator validation plans & conduct of evaluation trials in support of force development and tactical and doctrinal development analysis;
- d. integration, investigation, evaluation testing of information, management and communication systems, including deployed networks; and
- e. audits of in-service equipment and systems design and technical readiness, including configuration control, maintenance and trials records verification, in support of mandatory technical requirements validation.

9.1.5 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.

9.1.6 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 prototype, 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 IT systems (hardware and software).

9.1.7 Support of Ranges. The following services may be required in support of the Naval Ranges, when so requested by the Design Authority:

- 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.

9.1.8 Support to Innovation Projects. This includes, when so authorized by the Design Authority:

- a. providing test and evaluation, trials, IV&V.

9.1.9 IV&V of NMA&S 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 Defence Resource Management Information Systems (DRMIS).

9.2 All of the functions identified above are to be exercised on an "as and when requested" basis for DND. The scope of an individual T&E requirement will be identified to the Contractor by DND Task PMs within DND. All T&E requirements must be treated as individual tasks, having a defined scope, cost, deliverable and schedule, and which are agreed with the DND Task PM prior to commencement. These tasks must be administered in accordance with the provisions on Task Authorization described in the clauses of the contract..

10 Location of Work

10.1 Work will normally be conducted at the NETE LaSalle facility but may also be carried out at one of NETE's detachments in Halifax and Victoria, or at NDHQ Ottawa. Regulations associated with travel and subcontracting of Work are detailed in the terms and conditions section of this Contract.

10.2 If a task requires Work to be conducted at DND locations other than the NETE LaSalle facility, this will be clearly detailed in the Task Description. Travel and living costs must be identified and invoiced to DND as per the Contract terms and conditions. Any arrangements for use of office space on DND premises will also be detailed in the Task Description and must be agreed between DND and the Contractor prior to the Contractor occupying such office space, including measures to ensure that security and information safeguards are abided with.

10.3 The Contractor may conduct Work at the Contractor's own or other facilities, subject to the following limitations:

10.3.1 Before any Work is performed which involves sensitive or classified documents, equipment, or media and which, if performed at the Contractor's own, or other, facilities, would require amendment of blocks XX-XX of the Security Requirement Check List (SRCL), such Work is subject to the approval of the Authority (CA). The SRCL must be amended as required and the necessary security arrangements verified by PWGSC prior to such Work being undertaken;

- 10.3.2 any Work performed which is wholly unclassified may be performed at the Contractor's own or other facilities without prior approval from Canada, but the Contractor must clearly describe where the Work will be performed in the Task Description; and
- 10.3.3 for any Work conducted at the Contractor's own, or other, facilities, only those labour costs associated with Work Element 1 will be chargeable to Canada, and the Work must be in accordance with the terms and conditions of this Contract.

11 Liaison with other DND Elements for Test and Evaluation

- 11.1 The Contractor must advise the TA prior to visiting DND elements and units other than NDHQ and DGMEPM as part of approved tasks. The Contractor must prepare and disseminate any required documentation to support visits. If a task requires access to a DND element or unit on an ongoing basis, this will be indicated in the task description and such arrangements must be confirmed prior to approval of the task.

12 Test and Evaluation Performance Requirements

12.1 Capacity Requirements

- 12.1.1 The Contractor must ensure that sufficient personnel are qualified against the general labour categories defined in Appendix 3 to meet the Minimum Guaranteed Throughput (MGT) defined in RFP.

12.2 Turnaround time

- 12.2.1 The Contractor must provide a task description, meeting the requirements describe in the Task Authorization in the clauses of the contract, within 10 working days of notification of a Task requirement by a DND Task PM. The Task Work must commence upon the approvals of the TA and CA.
- 12.2.2 If the Contractor is tasked with Work over and above the MGT, or lacks sufficient resources to conduct the Work, or if the proposed task budget is greater than \$50,000.00, or if the Work requires a unique skill that is not available amongst the personnel qualified against one of the labour categories, the Contractor must provide a task description within 20 working days of notification of a Task requirement by the DND Task PM. Work must commence once the resources are available as stated in the task description.

12.3 Task Performance

- 12.3.1 The expectation for Task performance is:
- a. that tasks must be completed within the baseline cost and time schedule established for the task, and;
 - b. that the deliverables must be accepted by the TA and DND Task PM without requiring any rework.

- 12.4 The Contractor will be assessed annually on the global performance of tasks in accordance with Section 4 of the SOW.

13 Quality Assurance

- 13.1 For Work performed at NETE or other DND locations, the Contractor must comply with the provisions of the SOW entitled "Quality Management System". For any Work performed at the Contractor's or subcontractors' facilities, the Contractor must comply with the requirements of ISO 9001:2015 Quality Management Systems - Requirement, published by the International Organization for Standardization, current edition.
- 13.2 All Work is subject to Government Quality Assurance (GQA), at the NETE facility or those facilities of the Contractor or his subcontractor(s), by the Director of Quality Assurance, Department of National Defence, MGen. George R. Pearkes Building, 101 Colonel By Drive, Ottawa, Ontario K1A 0K2 or his designated Quality Assurance Representative (QAR), hereafter referred to as the QAR.
- 13.3 The QAR, where the QAR holds the appropriate security clearance, has the right of access to any area of the NETE facility, or those facilities of the Contractor or his subcontractor(s) where any Work is being performed. The QAR has unrestricted opportunity to evaluate or verify Contractor compliance with Quality System procedures and to validate conformance with Contract requirements. The Contractor must provide the QAR with such accommodation and facilities as the QAR may reasonably require, and must provide any other assistance reasonably required by the QAR for evaluation, verification, validation and documentation purposes. The Contractor must make available, for reasonable use by the QAR, the equipment necessary for validation purposes. Contractor personnel must be made available for the operation of such equipment as required.
- 13.4 Within 48 hours of receipt of this Contract, the Contractor must contact the QAR. The position of the QAR is as follows:
- Director Quality Assurance Quebec
DQA Quebec
- 13.5 Quality Control, Inspection and Test records that substantiate conformance to the specified requirements, including records of corrective actions, must be retained by the Contractor for three (3) years from the date of completion or termination of the Contract and must be made available to the QAR upon request.

14 Meetings

14.1 Kick-off Meeting

- 14.1.1 A kick-off meeting, chaired by the CA, will take place at the NETE facility no later than 30 calendar days of the Contract Effective Date.
- 14.1.2 The Contractor must forward a list of meeting attendees and an agenda for this meeting to the CA no later than 5 working days prior to the meeting.

14.2 Progress Review Meetings

- 14.2.1 Progress Review Meetings (PRMs) will take place, as a minimum, twice a year, scheduled six months apart. Interim meetings may also be scheduled on an as and when required basis.
- 14.2.2 PRMs will normally be held at the NETE facility, but may also be held at an alternate location or by videoconferencing as agreed to by Canada and the Contractor.
- 14.2.3 All PRMs will be chaired by the CA. The Contractor must notify the CA at least one month in advance of the proposed date, location, the Contractor's proposed agenda, and solicit Canada for agenda items for the meeting. Any issue relevant to the Contract may also be discussed.
- 14.2.4 At semi-annual PRMs, subsequent to the Kick-off Meeting, the Contractor must present a summary of current and projected Contract spending for the fiscal year.
- 14.2.5 The Contractor must record minutes of these meetings, highlight the action items, and provide for the duplication and distribution of these minutes (one copy to each attendee). Minutes of the PRMs must be distributed within 30 calendar days of each respective PRM.

15 Progress Reports and Records

- 15.1 The Contractor must submit and distribute reports as stipulated in the Statement of Work and as called for under individual tasking allocated during the performance of the Contract.

SECTION 3 - MAINTENANCE AND SUPPORT OF THE FACILITY AND EQUIPMENT (WORK ELEMENT 2)

16 Applicable Regulations and References for Work Element 2

N.B. These references will be identified by their specific letter for Section 3.

- A. CF Construction and Engineering Manual;
- B. DAOD 6000 Information Management;
- C. DAOD 6001 Internet;
- D. C-06-020-001/AM-001 Test Equipment Calibration Policy;
- E. C-06-030-003/TM-001 Test Equipment Maintenance Management Information System;
- F. Logistics Statement of Work for Free Flow (Components) for Repair and Overhaul OPI: DBCM 1999-02-01;
- G. Logistics Statement of Work for Accountable Advance Spares for Repair and Overhaul OPI: DBCM 1999-02-01;
- H. DAOD 4003-1 Hazardous Materials Management;
- I. Canadian Forces Supply Manual.

17 Operation and Maintenance of the NETE Facility

- 17.1 The Contractor must operate, maintain and logistically support the NETE facility and grounds, associated facility services, all test circuits, Automatic Data Processing (ADP) and computer assets, and all other items on the NETE inventory in accordance with the provisions of this section.
- 17.2 The assets and items, which are covered under this section, are established by the initial inventory and inspection procedures outlined in this Section. Subsequently, additions and deletions to these assets and items will be determined in accordance with the materiel control provisions of this Section.
- 17.3 The objectives of this section are:
 - 17.3.1 to ensure that NETE's physical assets are maintained in a safe and usable condition;
 - 17.3.2 to ensure that these activities are performed as efficiently as possible and to provide an incentive to search for continual improvement in the efficiency of the service delivery;
 - 17.3.3 to identify areas of unused capacity and determine whether there is continued benefit in retaining that capacity at NETE, or if alternate means of delivering the service at a lower cost exist; and
 - 17.3.4 to ensure DND maintains visibility for the costs associated with this Work Element.
- 17.4 The term "maintenance" must be taken to include all general housekeeping, preventive maintenance actions, corrective maintenance actions, repairs, inspections, calibration, and tests required to preserve the economic value, physical integrity, and functionality of assets.

- 17.5 Maintenance activity is not directly chargeable to T&E tasks. For example, if an item of equipment fails during the conduct of a test and requires corrective maintenance to resume the test, the cost of the corrective maintenance will be charged to Work Element 2 and not to the T&E task. However, where equipment is maintained in a "stand by" or "preserved" state prior to use, costs associated with readying the equipment for use in a T&E task, including any preparatory alignment and calibration checks, will be charged to that task.
- 17.6 The Contractor may be required to perform maintenance on items of DND equipment, which are temporarily transferred to NETE for testing (e.g. engines). The requirements and standards for such maintenance will be detailed in the T&E task description. The costs associated with the maintenance of such items by the Contractor must be charged to that T&E task.

18 Maintenance and Support Task Control and Administration

- 18.1 All Work performed under this section must be controlled, administered, and accounted for through separate tasks. A yearly Maintenance and Support plan must be prepared by the Contractor, which will be used to budget for and gain approval for each task. The procedure for gaining approval of the Maintenance Plan, and for administering and reporting on the progress and performance of these tasks is described in Section 4.
- 18.2 As part of the Maintenance and Support Plan, the Contractor must break down the total maintenance and support Work into tasks. Each task must separately identify the cost of labour, materials, subcontracts, travel, and capital items budgeted for and to be expended against it. The tasks must be structured and sufficiently detailed to permit DND to maintain visibility into the costs associated with maintenance of the facility and equipment. As a minimum there must be separate tasks for:
- 18.2.1. maintenance and support of immovable assets including the office complex, grounds, workshop, heating, ventilation, and air conditioning systems, and other building services;
 - 18.2.2. maintenance and support of movable assets including metrology equipment, laboratory equipment, electronics and instrumentation, and graphics equipment;
 - 18.2.3. maintenance and support of computer equipment, networks and software, including connectivity to the internet; and
 - 18.2.4 maintenance and support of all other office equipment including telephones, photocopiers, etc., including monthly service or user costs (including long distances) of communication technologies.
- 18.3 The scope of all maintenance and support tasks must include:
- 18.3.1. acquisition and integration of new capital items into the facility and updating the associated data such as inventory documentation;
 - 18.3.2. all actions necessary to maintain and support the assets covered by the task in a safe and usable condition, reflecting fair wear and tear on those assets;

- 18.3.3. tracking and documenting the maintenance and repair history of items covered by the task; and
- 18.3.4. disposal of any items in accordance with the procedures described in Section 3, paragraph 31.5.3.

19 Conduct of Facility Maintenance and Support Work

- 19.1 Once the Maintenance and Support plan is approved, the Contractor must carry out all activities described in the plan. Further DND approvals or reviews are only required as described in paragraphs below.
- 19.2 The Contractor must perform all Work in accordance with the applicable laws, federal codes and standards. Work must be performed in a safe and environmentally responsible manner. The Contractor must ensure that only qualified personnel or agencies are used to conduct this Work.
- 19.3 The Contractor must maintain the NETE infrastructure and equipment in a state of readiness and preservation consistent with the anticipated usage of these items. The Contractor may consult with the TA, if necessary, to determine the most cost-effective state in which to maintain these items.
- 19.4 The Contractor must maintain all areas of the Facility in a tidy condition and free from the accumulation of waste material and debris.

20 High Value and Uneconomical Repairs

- 20.1 In general, the Contractor must initiate corrective maintenance or repair without prior notification of DND. However, where the cost of the corrective maintenance or repair is estimated to exceed \$25,000.00 or 75% of the replacement value of the item, whichever is lower, the Contractor must advise the TA and CA in writing. The TA will determine, in conjunction with appropriate DND authorities, whether the corrective maintenance or repair is warranted or if disposal action should ensue. DND's decision will be communicated to the Contractor in writing.

21 Information Technology

- 21.1 The Contractor must comply with DND policies for use of information technology contained in references B and C, and any subsequent policies promulgated by DND applicable to NETE operations.

22 Modifications to Equipment and Infrastructure

- 22.1 In the event that modifications are required to the building, other fixed assets, or equipment, such modifications may be conducted and accounted for against maintenance (MP) tasks if they are minor (<\$20K) and are for the purposes of improving safety, reliability, or efficiency of maintenance activity. If they are major (>\$20K), or constitute an upgrade or enhancement to NETE's capabilities, they must be administered as facility upgrade (MD) tasks as described in Section 4.

- 22.2 The Contractor is responsible for ensuring the safety and performance of the modified equipment. Any approvals given by DND will not constitute an independent verification of the safety of the modifications or certification that the proposed modifications will function.
- 22.3 If the modifications involve load bearing structures, pressure vessels or other components with significant potential for injury of personnel and damage to assets, the Contractor must engage an independent consultant of the correct specialty to assess the safety and functionality of the proposed modifications.
- 22.4 Once the modifications are completed, the Contractor must update the technical documentation which is affected by the modifications.

23 Major Construction or Renovations

- 23.1 Very large construction or renovation projects involving the NETE facility will normally be funded and managed by DND outside the NETE Contract. The nature and scope of involvement by the Contractor must be determined in advance of such projects being undertaken, and must be administered as facility upgrade (MD) tasks.

24 Records and Reports

- 24.1 A Computerized Maintenance Management System (CMMS) is included as a module of the Cost and Schedule Performance Measurement System (C/SPMS) at NETE to track facility and physical plant routine and preventive maintenance activities. The Contractor must maintain this system, or equivalent, and update it as required to reflect the changes or modifications to items requiring preventive maintenance.
- 24.2 The Contractor must maintain records, in electronic format, related to the maintenance and support of the facility and infrastructure, and all other equipment whose value is significant enough, as determined by Canada, to warrant record keeping. These records must enable the Contractor to track the maintenance and repair history of items, usage and failure rates of equipment, costs of maintenance, and to provide DND with summary and detailed information related to maintenance when required.

25 Supply Support

- 25.1 The Contractor must arrange for the repair, servicing, and supply of spare parts as necessary to perform the maintenance and support Work. The Contractor must not normally draw on the Canadian Forces Supply System (CFSS) for logistical support. In the event a spare part or item is not available commercially or is uneconomical in the quantity required, the Contractor may request CFSS support through the TA, but DND reserves the right to refuse such a request.
- 25.2 The Contractor must maintain a record of any outside agencies used to repair items or supply parts.

26 Utilities and Special Services

- 26.1 Table 26-1 below depicts the arrangements for provision of utilities and other selected services to NETE. Certain services are provided by Base support to NETE through the Groupe de soutien de la 2^e division du Canada (Montréal) (2 Div CA) Where indicated, the Contractor may use such services but any liaison with 2 Div CA must be arranged through the TA.
- 26.2 Though certain services in Table 26-1 are now paid for through 2 Div CA, DND may require that the Contractor pay the required invoices at a future date. The Contractor will be reimbursed for such payments in accordance with the Contract terms and conditions. DND reserves the right to alter the support arrangements at any time.
- 26.3 Where the actual cost of the utility and taxes are not to be incurred by the Contractor, the Contractor must include the cost of the given utility and taxes as a separate line in the presentation of its Management Plan and subsequent Management Reports for information and calculation of Maintenance (General) indirect Costs Burden Rate only. However, when the Contractor does incur the cost of the utility and taxes, it must be included in the appropriate maintenance task. Only the estimated cost of utilities paid by the Contractor will be used to establish the target cost for maintenance and support and to award an efficiency Incentive Fee to the Contractor.

Table 26-1 - Utilities and other Services to NETE

Description of Services and Consumables Required	Estimated Yearly Quantity	Notes
Municipal and School Taxes paid by 2 Div CA.	\$200,000	The estimated yearly cost for Taxes must be presented in the yearly Management Plan and subsequent Management Reports.
Electricity: provided by Hydro Quebec and paid by 2 Div CA.	\$200,000	The estimated yearly cost for electricity must be presented in the yearly Management Plan and subsequent Management Reports.
Natural gas: is provided by Gaz Metropolitan and paid for by 2 Div CA.	\$25,000	The estimated yearly cost for natural gas must be presented in the yearly Management Plan and subsequent Management Reports
Water Taxes: To be paid by DND to Ville LaSalle.	\$TBD	The estimated yearly cost for water must be presented in the yearly Management Plan and subsequent Management Reports.
Transport: (to pick up/deliver materials from CFSS, Canada Assets, etc.).	\$3,000	
Crane Services supplied by 2 Div CA.	\$TBD	Only in those instances where alternate sources of supply are unavailable.
Any Mil-Spec Petroleum, Oil, Lubricants (POL) not available from commercial sources.	\$TBD	Must be included in the budget of the task requiring the POL.

27 Test Equipment Calibration and Maintenance

- 27.1 The Contractor may make use of the programmes described at References D and E to repair or calibrate any test equipment properly included under these programmes.

28 Unused and Surplus Capacity of Assets

- 28.1 The yearly Maintenance and Support plan prepared by the Contractor must contain a summary of the historical usage rates (hours/year) and maintenance costs of major assets. Where, in the opinion of the Contractor, effort is being expended to operate, maintain, or support assets for which there appears to be little benefit, or where alternate means are available to provide the same service at a lower cost, the Contractor may indicate this in the Maintenance and Support Plan. Recommendations for alternate methods of service delivery must be supported by a comprehensive business case. DND will respond to any recommendations in writing through the TA.
- 28.2 DND may direct the Contractor, through Crown Assets, to dispose of or 'mothball' unused or surplus DND assets. Disposal procedures are contained in this Section. DND reserves the right to direct that any item of equipment be disposed of, or transferred from NETE at any time. If such action could interfere with a task in progress or commercial support testing arrangement, the Contractor must advise the TA. Disposal must ensue as soon as possible once any commitments requiring use of the item are discharged.

29 Periodic Inspections

- 29.1 The efficacy of the Contractor's maintenance program will be determined through a regime of periodic inspections by Canada's representatives, and by a final inspection upon completion of the Contract. Notwithstanding the formal inspections described here, the TA will have the right of full access to all areas of the facility, and may conduct informal inspections at any time. The TA will notify the Contractor in writing of any observations noted during informal inspections, which the Contractor must rectify within 30 working days.
- 29.2 At least once a year, the TA will conduct a joint inspection with the Contractor of the building, grounds, and building services (heating and cooling systems, water and sanitation). The TA may be accompanied by any specialist expertise as is deemed necessary. A minimum of 5 working days' notice will be provided to the Contractor that such an inspection will occur.
- 29.3 As part of this inspection, the TA will also select a number of items of equipment on the NETE inventory at random, without prior notification of the Contractor. The number of such items will be not less than 10 and not more than 25. The Contractor must verify the correct functioning and condition of these items in the presence of the TA.
- 29.4 All deficiencies observed during these inspections will be recorded and provided to the Contractor. The Contractor must rectify all observed deficiencies to the satisfaction of the TA within 30 working days of the inspection or, if more significant, in a longer time frame to be agreed with the TA.

30 Capital Items, Services and Material Acquisition

- 30.1 The Contractor must procure capital items, services and material (as defined in Section 1) as is necessary for the performance of the Work. Any such items, services and material are intended solely for use by the Contractor in the performance of the Work, and must not be transferred to other agencies or locations except as described in Subsection 31.
- 30.2 All capital items, services and material must be identified, charged, and accounted for against the specific task which requires these items. At the time the task is submitted for approval, the capital items, services and material requirements must be sufficiently detailed and contain supporting justification to permit the authority approving the task to understand what is proposed for procurement. Additionally, the Contractor must submit documentary evidence to the DND Task PM and the CA for concurrence, preferably at the time of task approval but prior to the procurement in all cases:
- 30.2.1 That there is a sole source of supply; or
- 30.2.2 That quotes have been obtained from at least two, and preferably three, sources. Should the lowest quote not be acceptable, the reason for choosing a higher quote must be detailed.
- 30.3 Once the task is approved and concurrence with the source of supply is granted, the procurement of material, services, and capital items may proceed without further approval. However, where the quoted price obtained for a capital item, service or item of material exceeds \$TBD and is to be procured from a sole source of supply or the lowest quote obtained is not the one proposed, the concurrence of the CA must be sought prior to procurement. The CA must be provided with a copy of the Task Description and other relevant documentation.
- 30.4 If a requirement to purchase a capital item is not foreseen at the time of task approval, or if the cost of the capital item increases by more than 25% from that projected in the task description, or if the capital item described at the time of approval no longer fulfills the task requirements, a Task Change Request (TCR) must be submitted, which details the revised requirement, cost, and justification. Approval of the Task Change by the CA and the DND Task PM Request will authorize the procurement.
- 30.5 Auditable records must be kept of all items procured by the Contractor in the performance of the Work. Items procured must be properly inventoried and accounted for in accordance with the Subsection 31. The Capital Acquisition List prepared as part of the yearly Management Plan must be updated throughout the course of the year to reflect the cost and details of actual procurements under the Contract.

31 Materiel Control and Custody

- 31.1 The Contractor must ensure that all materiel in its custody is safeguarded from loss, negligent damage, or unauthorized use. The Contractor must satisfy any regulatory requirements and ensure an effective and efficient interface with DND.

31.2 The Contractor must control materiel to provide timely, effective and efficient support to Work Element 1 (T&E tasks) and to Work Elements 2 and 3 (Facility Maintenance and Operation) at the NETE Facility in LaSalle, and at any affiliate locations subsequently placed under the control of the Contractor under this Contract. This includes administration and management of the associated activities including procurement, receipt, storage, issue, packaging, disposal and shipping of equipment, materiel and spares.

31.3 General Responsibilities

31.3.1 The Contractor's responsibilities are:

- a. to develop and implement a supply policy for complete materiel control and custody, which will take into account all related activities including the management of supply, requisitioning, transportation interfaces, inventory and data control, storeroom management, customer service associated with equipment and materiel, periodic stocktaking, cataloguing, documentation, serial number control, discrepancy reporting, disposal and write-offs;
- b. to maintain an audit trail showing, where appropriate, demand requisition, procurement, receipt, issue, stock location, distribution, repairs and disposal with corresponding action dates and authorities;
- c. to establish and maintain a storeroom and stock location system for all materiel and equipment to ensure tracking, necessary packaging, and handling of materiel and appropriate environmental storeroom conditions are maintained for the materiel and equipment held;
- d. to develop, implement and maintain a record of all aspects of the NETE inventory to capture all transactions and the materiel status of the inventory as affected by additions, disposals, modifications, transfers, loans and repairs as necessary;
- e. to establish and implement necessary procedures to ensure the physical integrity of the NETE inventory against loss, damage or deterioration;
- f. to control and manage shelf life for optimum life expectancy for consumables and minimize obsolescence;
- g. to analyze inventory and provide recommendations to the TA regarding inventory rationalization and standardization, including recommendations for disposal or replacement; and
- h. to provide an annual report to the TA, in an agreed format, on the anniversary of Contract Effective Date (CED) and on each subsequent anniversary thereafter. This report must include, as a minimum, a full stock taking of all GFE in terms of location, materiel state, value and historical transactions.

31.4 Inventory Procedures - GFE

31.4.1. The Contractor must continuously account for all GFE within a fixed asset register, which the Contractor must implement and maintain throughout the period of the

Contract. The Contractor must record and register movement of all GFE, including additions and removals from the originally approved allowance of GFE. Records of all GFE must include location and materiel condition of equipment. The fixed asset register must be in a form which is suitable for transfer to Canada or other Contractor upon termination of the Contract and for the administration of the following three sections:

- a. CFSS Catalogued items (prefixed "M", "N", or "L") which are to be permanently maintained on the NETE fixed asset register. For Disposal of these items, the Contractor must obtain written concurrence of the TA. The authority for disposal of these items is the DND Life Cycle Manager.
- b. CFSS Catalogued items (prefixed "M", "N", or "L") which are temporarily transferred to NETE (e.g. for a T&E). A DND Repairable Materiel Account (RMA) and a Contractor Repair Parts Account (CRPA) are provided to the Contractor for the efficient administration of these items. These accounts must be administered by the Contractor in accordance with References F and G and any subsequent revision of these references.
- c. Non-catalogued items. These items, which were purchased by the Contractor as Capital items or transferred to the Contractor as GFE by DND, must be recorded with the Director Disposal, Sales, Artifacts and Loans (DDSAL) records of all materiel on loan will be maintained in that central location. The Contractor must only dispose of any Non-Catalogued items which are declared surplus in accordance with instructions provided by the TA.

31.4.2. The fixed asset register and any reports generated must be available for inspection by the TA on provision of a minimum of 3 days' notice to the Contractor. The database must be on all occasions no less than 97% accurate. All transactions must be recorded within 3 working days of occurrence.

31.4.3. The Contractor may recommend to the TA any GFE for disposal. No action is to be taken without the formal written approval of the TA. Any and all disposals must be conducted in accordance with instructions issued by the TA on a case-by-case basis. Replacement action must not be initiated prior to DND endorsement of disposal action proposed. There must be no incident of unauthorized disposal or failure to follow disposal procedures issued by the TA.

31.4.4. The Contractor must submit a quarterly report detailing the status of NETE's inventory in a format to be agreed between the TA and the Contractor prior to its first submission. These reports must be submitted no later than July 30, October 30 and January 30 of each year. Additionally, the Contractor must conduct, as a minimum, a complete annual stocktaking of all GFE and must submit an annual inventory report to the TA no later than April 30. On completion of DND review of the annual inventory report, the Contractor must submit an updated Contract loan record in electronic format to the Director Disposal, Sales, Artifacts and Loans (DDSAL).

31.5. Inventory Procedures – GSM

31.5.1. GSM must normally be purchased and consumed as part of the task which requires it. The Contractor must, to the extent practicable, minimize the inventory of GSM which is maintained under the Contract.

31.5.2. GSM is not accountable. However, the Contractor must, concurrently with the submission of the quarterly report required in paragraph 31.4.4, provide DND with a report describing the value and nature of the GSM which was not consumed as part of the tasks which funded the acquisition of that GSM.

31.5.3. The Contractor may recommend any GSM for disposal to the TA. The exception is that the Contractor may unilaterally dispose of individual items of GSM valued at less than \$100. Above that amount, any and all disposals must be conducted in accordance with instructions issued by the TA on a case-by-case basis. There must be no incident of unauthorized disposal or failure to follow disposal instructions issued by the TA.

31.6. Contractor Furnished Equipment & Material (CFE & CFM)

31.6.1. The Contractor may employ equipment and material for which it has title in the performance of the Work, subject to the following limitations:

- a. must be held and accounted for separately from GFE and GSM;
- b. CFE must be approved for use by the TA, if it is to be used on Canada's property;
- c. CFM must not be mixed with or added to Canada's Property (i.e. as spare parts or used to modify Government equipment); and
- d. the Contractor must save Canada harmless from any loss, liability, or damage that may result from the use of the Contractor's own equipment.

32 Hazardous Material Services

32.1. The Contractor must ensure that all hazardous material or waste is removed, used, stored, transported, and disposed of in accordance with applicable legislation and in a manner consistent with reference H and any sub-references contained therein. The Contractor must maintain an inventory of all hazardous material on the NETE premises or work site and must provide such to the TA semi-annually (no later than June 15 and December 15) or upon request.

32.2. The Contractor must, to the maximum extent practicable, attempt to minimize the use of hazardous materials in the performance of the Work and, where possible, identify and use non-hazardous substitutes.

33 Transition to War or National Emergency / Surge Capacity

33.1 In the event of war or other national emergency, DND must have unrestricted access to the facility to perform work, and DND may re-prioritize or displace any or all ongoing work being undertaken by the Contractor at the facility without prejudice. However, should the Contractor suffer any losses as a result, Canada will compensate the Contractor for such losses to the extent demonstrated by the Contractor, and to the satisfaction of Canada. This is without prejudice to any other right or remedy of Canada under the Contract or the Defence Production Act, as amended from time to time.

- 33.2 DND may also require the Contractor, in such an event, to conduct operations and services performed under the Contract on a “24 hour/day, seven day per week” basis or other schedule as is required by DND.

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SECTION 4 - OVERALL MANAGEMENT AND ADMINISTRATIVE SERVICES AT NETE (WORK ELEMENT 3)

34 Applicable Regulations and References for Work Element 3

N.B. These references will be identified by their specific letter for Section 4.

- A. A-SJ-100-001/AS-000 National Defence Security Policy;
- B. DAOD 4003-0 Environmental Protection and Stewardship;
- C. ISO 14001 - Environmental Management System;
- D. Canadian Environmental Protection Act;
- E. Fisheries Act;
- F. Canadian Environmental Assessment Act;
- G. DND Sustainable Development Strategy;
- H. DAOD 4007 - Fire Protection Services;
- I. User Guide for Tasks at the Naval Engineering Test Establishment (current version issued by DND);
- J. Sample NETE Letter Report - To be issued with RFP;
- K. Sample Report of Proceedings ;
- L. C/SPMS Instructions for Projects at the Naval Engineering Test Establishment (current version issued);
- M. National Defence Security Orders and Directives (upon promulgation or issued by DND).

35 Management Support and Administration for NETE

- 35.1 The Contractor must provide all management, administrative, clerical services, and other services as described below to ensure the effective and efficient functioning of NETE. These services must be provided as required during the transition and turnover, operational, and closeout phases of this Contract.
- 35.2 This Work Element also includes the provision of reports, plans and records to the TA and provides support for audits and inspections required by the Contract, visits to NETE requested by Canada, progress review meetings and Contract administration.
- 35.3 The Contractor must conduct the day-to-day management of NETE without requiring Canada's approvals, except as noted elsewhere in this SOW.

36 Workforce Organization

- 36.1 Other than the position of Contractor's Site Manager and other mandatory positions named in clause 47 which must be maintained throughout the duration of the contract, the Contractor may organize the NETE workforce as necessary to perform the Work. However, the Contractor must maintain and provide the TA with a current organization chart for NETE, which details the full names, reporting relationships, and telephone numbers of all NETE personnel.

37 Contractor's Site Manager

- 37.1 The Contractor's Site Manager is the Contractor's on-site representative and must be the principal point of contact for all matters relating to the Contract. The Contractor's Site Manager has full responsibility for the operations of the Contractor and its subcontractors in the performance of the Work and must be authorized to accept, on behalf of the Contractor, any notice, consent, or other communication that may be given to the Contractor.
- 37.2 During any absence of the Contractor's Site Manager, another representative of the Contractor must be authorized to perform the Contractor's Site Manager's duties, and such authorization must be notified to the TA in advance.
- 37.3 The Contractor's Site Manager must be available to the TA to share concerns related to the performance of the Work directly to the Contractor's Site Manager. If the TA is not satisfied with the Contractor's Site Manager's response, the matter must be referred to the CA.
- 37.4 If the Contractor elects to change the Contractor's Site Manager, the TA must be notified without delay.

38 Personnel, Site and Information Security

- 38.1 The Contractor is responsible for the security of the NETE facility and all associated assets and information in the Contractor's custody. The Contractor must protect the facility, assets and information from damage, loss, and access by or disclosure to unauthorized parties.
- 38.2 The Contractor must implement a security program at NETE in accordance with reference A and any sub-references contained therein. The Contractor must designate an individual possessing the qualifications required by reference A to be the Unit Security Officer at NETE. This individual must liaise, through the TA, with the Security and Military Police Section of 2 Div CA on any security-related matter.
- 38.3 The Contractor must ensure that any personnel or subcontractor personnel acting as security guards have a security clearance appropriate to their duties.
- 38.4 At least yearly, the Contractor's security program at the facility will be reviewed and inspected by the TA in conjunction with appropriate DND Security personnel. The Contractor must correct discrepancies or observations recorded by DND authorities in the manner and time scale directed on each occasion.
- 38.5 All existing security-related equipment, systems and associated items are provided in an "as-is" condition. Inventory and assessment of the condition of these items must be established in accordance with the provisions of Subsection 31. Maintenance and repair of these items must be done in accordance with the provisions of Section 3.
- 38.6 If modifications or upgrades to the physical components of the security system at NETE are required as a result of DND direction, the Contractor must prepare a facility upgrade

(MD) task to identify the scope, cost and schedule associated with the required modifications or upgrades. The task will then be authorized, amended, or the requirement waived, at DND's discretion, after review by DND authorities.

39 Health and Safety Services

- 39.1 The Contractor must ensure that a safe working environment is maintained within the NETE premises and other work sites that may be placed under the control of the Contractor as part of this Contract. The Contractor must implement any necessary practices, procedures and activities to accomplish this and must ensure that all Contractor personnel, subcontractors, DND employees and other visitors to NETE, comply with these practices, procedures and activities. These practices, procedures and activities are governed by Federal, Provincial, and Treasury Board / DND occupational health and safety codes and standards, including but not limited to, the applicable references in this Section. Moreover, the Contractor must comply with the requirements of ISO 45001:2018 and be able to demonstrate a track record of a high standard of Health and Safety.
- 39.2 Notwithstanding the Contractor's responsibility for health and safety, the TA will advise the Contractor at any time if an unsafe condition or practice is observed. The Contractor must advise the TA of proposed corrective measures within one (1) working day for observations the TA deems serious, and within five (5) working days for observations deemed minor. The Contractor and TA must undertake a joint inspection and review of the Contractor's safety program and condition of the facility with respect to safety at least yearly. All observations and corrective actions taken must be recorded.

40 Environmental Protection Services

- 40.1 The Contractor must manage NETE in an environmentally responsible manner, and must exercise due diligence in the conduct of the Work to anticipate and prevent environmental damage. The Contractor must conduct the Work in line with references D to G. The Contractor must comply with any applicable legislation respecting the environment, and must ensure that employees and subcontractors are aware of, and comply with these regulations in the conduct of the Work.
- 40.2 The Contractor must maintain at NETE the Environmental Management System (EMS) registered with the ISO 14001:2015 standard.
- 40.3 The Contractor must produce an annual report on the performance and status of the Environmental Management System and on progress towards meeting Sustainable Development Strategy (SDS) targets and objectives. The annual report must be submitted jointly with the yearly Management Plan. Where, in the opinion of Canada, an activity of high environmental risk is to be undertaken by the Contractor, the Contractor may be required to produce reports on a more frequent basis.
- 40.4 DND may, at any time, conduct environmental management audits at the NETE Facility, and any other areas which may be placed under the management of the Contractor as part of this Contract. The Contractor must respond to audit findings and implement corrective actions required by DND in a timely manner. Notwithstanding the Contractor's responsibilities, DND reserves the right to enter onto the NETE premises, or other areas designated by this Contract to be under the management of the Contractor and, without

limitation, carry out soil, water, air or other environmental tests, measurements, and sampling.

- 40.5 Whenever operations undertaken at the facility involve the handling of significant quantities of fuel or lubricants, the Contractor must ensure that the capability exists to detect, respond, contain and clean-up any spills prior to their occurrence. Personnel involved in such activities must be sufficiently trained to deal with spills and must be aware of all pertinent regulations for handling fuel and lubricants. Should a spill occur, the Contractor must take all necessary measures to properly contain and cleanup any spill. The Contractor must ensure reports are made to the TA and other appropriate authorities, i.e. federal or provincial regulator.
- 40.6 Where operations are undertaken by the Contractor in the performance of the Work that require environmental screening or assessment in accordance with reference F, the Contractor must ensure that these are conducted and documented, and subsequently approved by appropriate DND authority in accordance with applicable legislation and policy.
- 40.7 DND will be responsible for any corrective measures required with respect to a written notice, direction or order from a regulatory authority related to any substance present on the property prior to the Contract Effective Date. The Contractor will be responsible for any corrective action required with respect to a written notice, direction or order from a regulatory authority related to any substance that has been added to the property after the Contract Effective Date.
- 40.8 Should changes in environmental legislation or policy occur during the period of the Contract, which require modifications or upgrades to the facility or equipment, the Contractor must prepare a facility upgrade (MD) task to identify the scope, cost and schedule associated with the required modifications or upgrades for review and approval by DND.
- 40.9 The Contractor must provide immediate verbal notification and, as soon as practicable, provide written notice to DND of any occurrence which constitutes a contravention or non-compliance with environmental regulations. In the event of a contravention or non-compliance, or if an occurrence or event may significantly adversely affect the value of the property, the Contractor must, as soon as practicable, take action to rectify such conditions. DND may also make inquiries to any Government Agency with respect to the Contractor's compliance with applicable Environmental Laws.

41 Fire Protection Services

- 41.1 The Contractor is responsible for protecting the facility from fire hazards and, in the event of a fire, must take appropriate action to safeguard the facility, assets and personnel. The Contractor must implement a comprehensive fire safety program for the NETE facility, and must ensure that all Contractor personnel employed at the NETE site(s) are aware of measures necessary to prevent and respond to fire. The Contractor must comply with applicable orders and directives issued by the Canadian Forces Fire Marshall applicable to NETE, including reference H (DAOD 4007 - Fire Protection Services), and must submit all reports and returns required by such orders to the TA.

42 Quality Management System

- 42.1 NETE is currently registered as meeting the ISO 9001:2015 standard. In the performance of the Work, the Contractor must comply with the requirements of ISO 9001:2015, or any subsequent edition as may be published by the International Organization for Standardization, and must ensure that the NETE facility, and any other DND-owned work sites placed under the supervision of the Contractor as part of this Contract maintain ISO 9001 registration throughout the duration of the Contract. Documentation related to the quality system will remain the property of DND. DND reserves the right to conduct independent audits of the Quality Management System at NETE. The Contractor will be given reasonable notice prior to any such audit.
- 42.2 The Contractor must ensure that any costs of registering or maintaining the registration of the NETE Facility to the ISO 9001:2015 and the ISO 14001:2015 standards will be borne in the firm price of Work Element 3.

43 Business & Planning Processes

- 43.1 The Contractor must submit a yearly Management Plan to the TA and to the CA no later than January 31 of each year, covering the period of the following fiscal year. The purpose of this plan is to allow Canada to approve the proposed activities, accurately budget for the following fiscal year, and assist in the development of workload projections for the following fiscal year. This Management Plan must detail:
- 43.1.1. a Maintenance and Support Plan, which outlines the objectives, scope and budget for each proposed maintenance task as described in Section 3;
 - 43.1.2. a facility/asset upgrade plan, which outlines the objectives, scope and budget for all tasks proposed by the Contractor to upgrade or modify the facility or equipment during the following fiscal year. The plan must also provide an overview of any long-term (5 year) plans for facility upgrades;
 - 43.1.3. a Capital Acquisition List outlining the projected cost of capital equipment purchases proposed for the following year, cross-referenced to the task(s) which will fund these acquisitions;
 - 43.1.4 a General Management Plan which outlines:
 - a. a breakdown by labour category of the number of hours (and other costs) of T&E work currently scheduled for the next fiscal year, as well as the total hours of work projected and available for the next year;
 - b. actions being undertaken to correct any deficiencies noted as a result of yearly inspections or progress review meeting actions;
 - c. any management concerns or issues; and
 - d. a Risk Management Plan, which identifies how the Contractor will apply the risk management methodology for the services rendered, including the management

of: risk identification, risk information analysis, risk response planning, risk control and how the Contractor will communicate the information to Canada.

- 43.2 The TA or CA will review the plan and respond to the Contractor in writing by March, followed with meetings or negotiations as necessary to reach agreement on the General Management Plan.
- 43.3 Once the General Management Plan is approved, the Contractor must submit a report no later than 30 calendar days after the end of each fiscal year quarter on the status of activities approved by the General Management Plan, and update cost and schedule information as necessary to allow Canada to budget effectively.

44 Documentation and Language Requirements

- 44.1 All deliverables submitted under the Contract must conform to a standard format, as defined by the TA, and be as free as possible of grammatical and typographical errors. Unless otherwise directed by the DND Task PM, a final report must be produced for each T&E task, which is substantially similar in format and content to the sample provided at reference J.
- 44.2 Once a final report has been accepted by the DND Task PM, the Contractor must distribute the report. A standard list of the various DND, and other agencies, to which the report is to be distributed must be agreed with the TA. Responsibility to ensure that classified, sensitive, or proprietary information is not distributed improperly rests with the Contractor. All reports and deliverables must bear the appropriate security classification and clearly display any caveats required to safeguard the information.
- 44.3 The Contractor must maintain at NETE a library of all reports and deliverable documents which have been submitted as part of the Contract. An electronic record must be kept of all documents contained in the library. Documents contained in the library must be able to be retrieved, reproduced, and distributed as requested by DND.

44.4 Electronic Copies

- 44.4.1 All documents submitted as part of approved tasks must be submitted in soft copy for acceptance. All documents must be available in electronic format in which they were originally submitted to DND. Once submitted, documents in electronic format will not be updated to keep pace with subsequent changes in the office automation suite employed by DGMEPM, unless specifically directed to do so.

44.5 Language of Production and Distribution

- 44.5.1 The Contractor must, if requested by the DND Task PM, submit deliverables in either or both official languages of Canada. Determination of the language requirement for deliverables is the responsibility of the DND Task PM and any language requirements will be stated in the Task Description. Costs associated with translation must be assigned to the task. Documents must be retained in the NETE library in the language of creation.

45 Report of Proceedings

- 45.1 The Contractor must produce a semi-annual "Report of Proceedings" in a format similar to reference K. The report must provide an overview of the total spectrum of activities at NETE. It must contain a synopsis of the principal highlights of the period covered and a descriptive summary of T&E tasks completed. It must include a listing of the technical publications issued, new tasks assigned during the period, and all active tasks. The Report of Proceedings must not contain classified, commercially sensitive, or proprietary information.
- 45.2 The Report of Proceedings must cover the first six months and last six months of each fiscal year and must be submitted to the TA no later than November 30 and May 30 of each year in a final bilingual format. Once accepted, the report must be distributed in both official languages to addressees to be agreed with the TA. Costs of producing this report must be borne in the firm price of Work Element 3.

46 Performance Measurement

- 46.1 The Contractor must measure and report on the performance of all tasks and other selected Contract requirements. The objectives of performance measurement are:
- 46.1.1. to provide DND with data to assess the global performance of the Contractor over the course of the Contract;
 - 46.1.2. to provide individual DND Task PMs with information relating to their tasks at NETE so that they may budget and forecast DND resources as required, and take corrective action where necessary; and
 - 46.1.3. to provide DND with an estimate of NETE resource availability.
- 46.2 The measures used to indicate performance must comprise:
- 46.2.1 Satisfactory completion of each task as demonstrated by the acceptance of the deliverables or other task requirements by TA and DND Task PM;
 - 46.2.2 Measurement of the actual versus planned completion date for the task as stated in the Task Description or latest Task Change Request; and
 - 46.2.3 Measurement of the actual versus the estimated total cost for the task as stated in the Task Description or latest Task Change Request.
- 46.3 The Contractor must propose, for DND's acceptance, specific indicators related to each measure. For example, schedule variances may be expressed in terms of a dollar equivalent or time, as is appropriate to the performance measurement system adopted by the Contractor. However, the reference in all cases will be the scope, cost and schedule expressed in the approved Task Description or in the latest approved Task Change Request authorized by the TA for inclusion in the performance calculation. All cost data used by the performance measurement system must be consistent with costs invoiced to Canada for payment.

46.4 Global Performance

- 46.4.1 The performance of the task at the time of closure, as indicated on the Task Closure Form, must be recorded for each approved task. No later than May 30 after the completion of every fiscal year, the Contractor must submit a Contract Performance Data Submission to the TA and CA, which compiles the data for all tasks completed since the last report. The report may also contain any information the Contractor believes necessary to elaborate on the performance of tasks. Data contained in the report must be used to award the Performance Incentive Fee applicable to Work Element 1 and Work Element 2.

46.5 Individual Task Reporting

- 46.5.1 The Contractor must be able to report to DND Task PMs on the performance of all active tasks against the task plan submitted in the Task Description. The performance measurement data must provide DND Task PMs with the task progress to date, a realistic indication of the projected completion date and the projected cost at completion.

- 46.6 The reports required are the following:

- 46.6.1. Task Budget and Status Report: For each individual task, a monthly status report must be submitted to the DND Task PM. This report must detail the progress made on the task to date, actual costs as invoiced on the latest progress claim, and the projected cost and schedule at completion of the task with any explanations of variances from that originally stated in the Task Description. The report must indicate estimated expenditures by fiscal year. The report must be submitted monthly until completion of the task and must be distributed to the DND Task PM. If requested, a copy of the report must be made available to the TA.
- 46.6.2 Contract Budget and Status Report: Concurrent with the submission of the monthly progress claim, the Contractor must submit a report summarizing the status of all active tasks under the Contract. This report must detail the task number, description, the current authorized budget and completion date, the current projected budget and completion date, and the amount expended to date.

46.7 Resource and Workload Information

- 46.7.1 When requested by Canada, the Contractor must provide estimates of resource availability. These estimates must detail the number of person hours available to conduct T&E work in relation to the Minimum Guaranteed Throughput, and in relation to the number of hours committed against approved projects. Resource availability must be broken down in sufficient detail to allow DND to assign work in the proper disciplines.

46.8 Software Enabler

- 46.8.1 The Contractor must use the Cost/Schedule Performance Measurement Standard (C/SPMS) as a management information system. This application was tailored to NETE's environment and is described at reference L.
- 46.9 Where the terminology or the requirements expressed in the SOW conflicts with the current C/SPMS software application, the SOW will take precedence. The Contractor

must ensure that all forms and reports are consistent with the SOW. The Contractor must prepare a MD task to modify the application currently in use at NETE to reflect the requirements of the SOW. Once this task has been completed, maintenance or modifications to the C/SPMS must be carried out under this Work Element.

47 Management Team Qualifications

47.1 The Contractor must have resources meeting the following requirements to perform Work under this Section.

47.2 Site Manager

47.2.1 The Contractor must have a Site Manager with the following experience:

- a. have at least Five (5) years' experience in a managerial capacity applicable to a technical organization of similar size and complexity as NETE;
- b. have at least five (5) years' experience with project management; and
- c. have at least five (5) years' experience with the Defence Industry.

47.3 Quality System Manager

47.3.1 The Contractor must have a Quality System Manager that will be responsible for the Quality System to ensure that NETE maintains its ISO 9001:2015 certification. The Quality System Manager must have previously been responsible for the implementation and operation of a Quality Management System to the ISO 9001:2015 standard or recognized equivalent for a (5) five-year period in the last eight (8) years.

47.4 Facility Manager

47.4.1 The Contractor must have a Facility Manager responsible for the maintenance and support of facility and immovable assets. The Facility Manager must have five (5) years of experience in the management and supervision of facility maintenance and support activities of similar size to that of NETE.

47.5 Health and Safety, Hazardous Material and Environmental Specialist(s)

47.5.1 The Contractor must have a resource(s) responsible for management of the health and safety, hazardous material and environmental programs at NETE. This resource must have at least two (2) years of experience with the management of these activities in organizations whose operations pose similar risks to health, safety, and the environment as that of NETE.

47.6 Section Head Managers

47.6.1 The Contractor must have the following Section Head Managers employed in a supervisory capacity:

- a. Marine Systems Section Head Manager qualified as a Naval Systems Specialist or as a Senior Engineer;
- b. Combat Systems Section Head Manager qualified as a Senior Engineer or as a Naval Systems Specialist;
- c. Information & Communication Systems Manager qualified as a Senior Engineer or a Senior Software Specialist.

47.7 Work Element 3 includes, as a minimum, the following resources: Site Manager, Quality System Manager, Facility Manager, Health and Safety, Hazardous Material and Environmental Specialist(s), the three Section Head Managers listed above and any additional support resources the Contractor deems necessary.

48 Implementation of Transition Plans

48.1 Canada will use the Contractor's Transition Staffing Plans, submitted in their bid, to determine whether the Contractor has met the requisite threshold to transition from the initial transition phase into steady state activities for the contract. The contents of these transition plans is a contractual commitment by the Contractor. Failure to deliver on commitments made within these plans may result in financial or contractual sanctions. As such, the plans should consist of measurable achievable commitments that are time-bound.

48.2 Human Resources and Transition Staffing Plan

48.2.1 From the Contract Effective Date onward, the Contractor will be expected to ramp up its work force to meet DND demands. The initial workforce should address all of the requirements defined in Appendix 4 of this SOW. The steady state workforce is expected to be substantially larger than the minimum business continuity requirements.

48.2.2 The Human Resources and Transition Staffing Plan should describe how the Contractor will ensure minimal disruption to NETE's delivery of services within three (3) months of the Contract Award Date. It must do so by describing how it will ramp up its workforce to the appropriate threshold to meet DND's demand.

48.2.3 The contractor should demonstrate within the Human Resources and Transition Staffing Plan how it will be able to support all of NETE's deemed critical services defined in SOW Appendix 4 no later than 90 calendar days after the Contract Award Date.

48.2.4 The Human Resources and Transition Staffing Plan should also include a strategy that identifies how the Contractor intends to:

- 1. sustain staffing activity to meet the DND's requirements
- 2. manage workforce
- 3. manage subcontractors
- 4. manage work assignment and workload
- 5. adapt to incumbent's transition plan
- 6. promote retention
- 7. promote skill and knowledge development

48.3 Personnel, Site and Information Security Plan

48.3.1 The Personnel, Site and Information Security Plan should address the requirements defined in Section 4, Article 38 of the SOW and include:

1. establish and manage personnel security
2. ensuring awareness of DND regulation
3. ensuring compliance to regulation
4. assuming control of site security
5. assuming control of IM security

48.4 Capital Items, Services and Materiel Acquisition Plan

48.4.1 The Capital Items, Services and Materiel Acquisition Plan should address the requirements defined in Section 4, Article 30 of the SOW and include:

1. assuming control of materiel and assets
2. maintain control of materiel and assets
3. ensuring awareness of DND regulations
4. stocktaking, audit and discrepancy management
5. control of demands, issues and returns

48.5 Health and Safety, Environmental and Fire Protection Plan

48.5.1 The Health and Safety, Environmental and Fire Protection Plan should address the requirements defined in Section 4, Article 39,40 and 41 of the SOW and include:

1. ensuring awareness of DND regulations and relevant laws
2. ensuring awareness of status of equipment
3. discrepancy and issues management
4. ongoing review validation

48.6 Quality Management System Plan

48.6.1 The Quality Management System Plan should address the requirements defined in Section 4, Article 42 of the SOW and include:

1. ensure compliance to the latest ISO 9001
2. relevance to NETE business needs
3. ensuring awareness of quality system and processes
4. performance measurement
5. adaptability to DND business processes/requirement

SOW – Appendix I

Technical Authority – Duties and Responsibilities and Contractor Support to DND Personnel on-site

1. Technical Authority

1.1 The TA will, in addition to those functions stated elsewhere in the SOW, have the following duties and authority:

- A. inspection for compliance by the Contractor with the terms and conditions of the Contract. In the performance of this duty, the TA will have the right and means of access to any and all parts of the establishment without prior notification to the Contractor;
- B. administration of tasks on behalf of DND, including verification that these tasks conform to NETE's authorized role;
- C. certification of the Contractor's claims to progress payments in accordance with the stipulations of the Contract;
- D. establishment and negotiation of priorities of tasks and acceptance of adjustments to their deadlines by the Contractor, in only those cases where conflicts arise as a result of DND requirements;
- E. verification of progress reports prior to forwarding to higher DND authority;
- F. inspection and acceptance of deliverable documentation format and quality; and
- G. liaison with other DND agencies as required to coordinate visits to NETE by DND personnel, or visits by Contractor personnel to other DND establishments.

1.2 The TA will have the right to inspect or access any documentation passed to or generated by the Contractor in the performance of the Work (provided the TA possesses the necessary security clearance). Work that is proprietary or commercially sensitive to the Contractor must be kept separately from other NETE related information, and is not subject to inspection.

2. Contractor Support to the Technical Authority

2.1 The office located on the third floor, south west corner of the NETE office complex, complete with furnishings, or any alternate location that is acceptable to the TA must be reserved for the TA. The TA must also be provided with telephone access, computer equipment and software applications equivalent to those used by NETE management personnel.

2.2 The Contractor must provide the TA with office supplies and other items normally required in the conduct of the Work. The TA must have access to the Contractor's clerical support for completion, distribution, filing and archiving of DND correspondence related to the performance of the Work. Costs associated with provision of support to the TA must be accounted for in Work Element 3.

3. Contractor Support to Other DND / CAF Personnel

- 3.1 At DND's discretion, additional DND/CAF personnel may be located temporarily or permanently at the LaSalle facility. The TA will provide the Contractor with the names and security clearances of those personnel requiring access to the facility. Workspaces, furnishing, telephones and computer equipment as are available may be used by these personnel.
- 3.2 The Contractor must provide any additional support or supplies requested by DND to support these personnel. The cost of this support must be funded through a separate MD task administered in accordance with Section 4 of the SOW.
- 3.3 The presence of additional DND/CAF personnel will not alter the Contractor's responsibilities or obligations under the Contract.

SOW – Appendix 2

Allocation of Costs among Work Elements

In order to ensure a consistent application of cost among Work Element 3, Appendix 2 presents a listing of various account centers for NETE with descriptions, grouped in two major categories (i.e. a first category for Work Elements 1 and 2, and a second category for Work Element 3). Although the information presented in this Appendix has been prepared to be as complete as possible, such information is not necessarily all encompassing. -It must be referred to as a guide to determine what type of costs are to be accounted for as part of Work Element 3.

Unless provisions are made elsewhere in the Contract/SOW, all materials and services costs required to provide the services referred to in Section 4 of the SOW, are to be accounted for in the Firm Price for Work Element 3. -All Management Team (see Section 47 of the SOW) salaries and expenses are included in Work Element 3.

SECTION 1: CHARGES TO BE BILLED UNDER WORK ELEMENT 1 & 2

1.1 Materials

Account Center	Description	Work Element	Remarks
Supplies – General Office			
Computers & Peripherals	Consumable and replacement parts for computer equipment, including peripherals, terminals, servers, disk drives, printers, etc.	2	
Software	All software upgrades costs and new software licenses.	2	
Supplies - Direct Projects			
Equipment	Equipment such as motors, controllers, valves, pumps, relays, flow meters, pressure gauges, etc.	1	
Laboratory	Supplies such as sample bottles, chemicals, gases, etc.	1 and 2	
Instrumentation	Instrumentation supplies such as cables, electronic components, connectors, instruments, transducers, etc.	1	
Metrology	Inspection supplies and equipment.	1	
Fuel	Fuel requirements.	1	
Miscellaneous Materials	Materials/supplies such as nuts, bolts, gaskets, solvents, welding, cleaners, photographic supplies, etc.	1	
Supplies - Facilities & Property			
Property	Materials required for the general maintenance and alterations to the principle building structure, property, office infrastructure, safety & security and janitorial duties e.g. main floor area, walls, roof, driveway, parking, fences, subsidized safety glasses, safety masks, safety boots, safety hats, first-aid supplies, hand towels, toilet paper, cleaning supplies, etc.	2	
Building Services	Materials required for the boilers, the electrical equipment, the air conditioning and circulating	2	

Account Center	Description	Work Element	Remarks
	system, the material handling system e.g. fire brick, boiler gauge, controls, recording charts, steam Plant High Pressure steam auxiliary machinery and piping system, replenishment of chemicals, electric motors, controllers, transformers, power distribution system, etc.		
Test Facilities	Materials required for the maintenance of the Gas Turbine Test Cell (GTTC), Diesel Test Cell, pump test bays, shock test equipment, environmental protection, etc.	2	
Work Shop	General stores items and items required to be used in the plant support shops (machinery, welding & carpentry e.g. nuts, bolts, screws, solvents, gaskets, files, rags, batteries, fuel, cleaning solutions, petroleum products, gloves, welding rods, steel plates, pipes, valves, etc.)	2	
Supplies - Other Departmental Support			
Photography/CAD	Photographic materials and replacement parts, equipment and related accessories including requirements for the CAD system. Supplies such as films, spotlights, flashbulbs, ektatherm paper, etc.	2	
Laboratory	Laboratory materials and replacement parts, equipment, including laboratory chemicals and gases.	2	
Instrumentation	Materials and replacement parts for test instrumentation, the mechanical and electrical test equipment, transducers, shock test machine, electrical and mechanical shaker, environmental chamber, balancing machine, load bank, motors, pumps, controllers, including replacement instrumentation, etc.	2	
Metrology	Materials and replacement parts for metrology equipment.	2	

1.2 Services

Account Center	Description	Work Element	Remarks
Services - General Office			
Photocopiers	Lease and maintenance/service costs for photocopiers.	2	
Computers, peripherals & Plotters	Maintenance/service contracts for all computer equipment, including peripherals, terminals, servers, disk drives, printers, plotters, etc.	2	
Communication	Maintenance/service costs of telephone switchboard system (including individual local phones), fax machines and modems. Monthly service/user costs (including long distances) of telephones, faxes, modems, Centrex connection charges for Government Telecommunications Agency (GTA) account number, connectivity to the Internet, etc.	2	

Account Center	Description	Work Element	Remarks
Insurance	Property and liability insurance policy premiums.	2	See Note 1
Maintenance - Other Departmental Support			
Photography/CAD	Maintenance service/repair for printing, film development, including maintenance of the CAD system and software, including plotter.	2	
Laboratory	Maintenance service/repair for laboratory equipment such as atomic absorption, spectrometer, carbon analyzer, exhaust gas analysis system, etc.	2	
Instrumentation	Maintenance service/repair for test instrumentation, permanent test equipment such as Real Time Analyzer (RTA), power meters, balancing machine, shock test machine, vibration machines, environmental chamber, etc.	2	
Metrology	Maintenance service/repair for metrology equipment such as material testing machine, laser alignment system, etc.	2	
Travel & Training			
Travel Expenses - Direct Projects	Travel expenses, including airfares, meals, hotel accommodations, taxi, etc. related to a direct project.	1 and 2	See Note 2
Travel Expenses - Direct Projects	Registration fees for training courses, technical seminars.	1	See Note 3
Travel Expenses - Training/Direct Projects	Travel expenses, including airfares, meals, hotel accommodations, taxi, etc. related to training for a direct project.	1	See Notes 2 & 3
NETE Vehicle/Car Rentals	Costs associated with renting vehicles in support of a direct project.	1 and 2	
Maintenance Facilities and Property			
Property	Service/repair to the property such as floors, roof, walls, windows, sewers, fences, snow removal, entomological services, rental of storage space, waste disposal, etc.	2	
Building Services	Service/repair for the main boilers including controls, the heating and electrical boilers, the annual inspection of the boilers, the controls, etc. Includes equipment rentals, and city water services.	2	
Test Facilities	Service/repair to the Gas Turbine Test Cell (GTTC), Diesel Test Cell, pump test bays, shock test equipment and environmental protection, etc.	2	
Work Shop	Service/repair applicable to the shop support such as the rental of gas bottles for the weld shop, rental and cleaning of the shop uniforms, etc.	2	
Professional and Project Services			
Contracted Consultant Services - Direct Projects	Contracted consultant services in support of a direct project.	1 and 2	

Account Center	Description	Work Element	Remarks
Service/Repair Project	Service/repair contracted in support of a direct project.	1	
Freight Project	Shipping and freight charges directly applicable to a direct project.	1 and 2	

SECTION 2 - CHARGES TO BE BILLED UNDER WORK ELEMENT 3

2.1 Materials

Account Center	Description	Work Element	Remarks
Supplies – General Office			
General Office	All office stationary needs (pens, note pads, file folders etc.), consumable and replacement parts for office equipment.	3	
Photocopiers, Printers and Plotters	Consumable (including paper and chemicals) for photocopiers, printers, plotters, transparency machine, etc.	3	See Note 4
Communication	Cellular phones, consumable for fax machines (including paper and chemicals), modems, etc.	3	See Note 4

2.1 Services

Account Center	Description	Work Element	Remarks
Services - General Office			
Communication	Monthly service/user costs (including long distances) of telephones, faxes, modems, cellular phones, Centrex connection charges for Government Telecommunications Agency (GTA) account number, connectivity to the Internet, etc.		
Freight - General	All shipping and freight charges not associated with a direct project.	3	
Personnel (Professional - Recruiting)	Includes personnel associated costs e.g. relocation costs, recruiting costs, legal services, professional dues, etc.	3	
Subscription/Literature/Books	Subscription to magazines, literature and the cost of books.	3	
Travel & Training			
Travel Expenses - Non Task Specific	Travel expenses, including airfares, meals, hotel accommodations, taxi, etc. of a general nature, or for training related to Work Element 2 efforts (unless it is to satisfy a new Work Element 2 effort raised by DND or resulting from changes in legislation), or related to management and planning purposes.	3	See Note 3
Training - Non Task Specific	Registration fees for training courses, technical seminars of a general nature, or for training related to Work Element 2 efforts (unless it is to satisfy a new Work Element 2 effort raised by DND or resulting from changes in legislation), or related to management and planning purposes	3	See Note 3

Account Center	Description	Work Element	Remarks
Administrative Support			
Administrative support	The CO NETE will require approximately one (1) PY. The Contractor will determine the level of office administrative support required for Work Elements 1&2. Task administration and Archiving and Disposition will be included.	3	
Registration			
Registration	The Contractor shall obtain and maintain at NETE the ISO 9001 and the ISO 14001 standards.	3	

NOTES:

- Note 1: Applies to Property and Liability insurance policy premiums per the requirement of the Contract. The Contractor will be reimbursed for the premiums for such insurance at cost, with no markup. Such expenses are to be claimed as part of Work Element 2. The administrative expenses associated with the efforts of the Contractor to contract for such insurance is part of the Firm Price for Work Element 3. Payment for insurance is subject to the limitations in Annex B Basis of Payment.
- Note 2: All allowable travel and living expenses incurred against Work Elements 1 & 2 will be reimbursed as per Section 6 Travel and Living Expenses in Annex C Basis of Payment.
- Note 3: Training related to Work Element 1 efforts, and travel associated with such training is allowable provided that the training is required to acquire specific skills/knowledge to work on a specific task and that such training has been authorized as part of the task approval process. Training of a general nature (e.g. word processing software, spreadsheet software, etc.) should be accounted for under the Firm Price for Work Element 3. Training related to Work Element 2 efforts, and travel associated with such training should be considered as overhead (i.e. part of the Firm Price of Work Element 3). As part of the requirement, Canada has requested Contractor personnel to have the necessary skills to maintain the facility. Any training to maintain this capability is the responsibility of the Contractor. Therefore, costs associated with the training to maintain the capability should be covered under the Firm Price for Work Element 3. The only exceptions would be training expenses and associated travel expenses to acquire a specific skill to satisfy a new Work Element 2 effort raised by DND, or resulting from changes in legislation.
- Note 4: In cases where chemicals are in reusable containers such as "Toner Cartridges, Maintenance Cartridges, etc." fifty percent (50%) of the cost must be allocated to WE2.

SOW – Appendix 3

Labour Categories and Additional Specific Skills and Knowledge Requirement

GENERAL - Notes

1. The Labour categories at Section 1 below are applicable for the services offered by the Contractor to meet the requirements of Work Elements 1 and 2. Only those resources that are proposed to, and accepted by Canada, as meeting the requirements of one of these labour categories are eligible to be employed against a fixed-time rate. The Contractor must provide, upon request, a list of all such qualified resources and the Labour Category they are qualified against.
2. Canada's acceptance of a resource's qualification does not constitute endorsement of the resource's competence or suitability to perform the Work, which must remain the Contractor's responsibility.
3. If the Contractor wish to qualify additional or replacement resources, or re-qualify existing resources against a different category, the Contractor must submit the Curriculum Vitae (CV) of such resources, through the Technical Authority (TA), to the Contracting Authority (CA), and clearly identify the Labour Category against which they are proposed. Canada will provide a response within 10 working days.
4. Work Experience Requirement: For the purpose of personnel qualifications, experience gained during full time education must not be considered work experience. All requirements for work experience must be obtained in a legitimate work environment as opposed to an educational setting. Coop terms are considered work experience provided they are related to the required services.
5. Undergraduate degree by a Canadian university or the equivalent as established by a recognized Canadian academic credentials assessment service [Home \(cicic.ca\)](http://Home.cicic.ca), if obtained outside Canada or demonstrate eligibility for registration as a professional in any province in Canada.
5. Section 2 to this Appendix provides the additional specific skills and knowledge requirements applicable to NETE Work Elements 1 and 2.

SECTION 1 – Labour Categories Requirement

Personnel Category Code	Personnel Title
1	Senior Applied Science Specialist

Mandatory Requirements	Supervisory Experience	Additional Notes:
<p>Work Experience: Eight (8) years of experience in an applied science field of which five (5) years have been within the last ten (10) years.</p> <p>Qualifications & Education: An undergraduate degree in applied science offered by a recognized university.</p>	A minimum of three (3) years of supervisory experience in total.	

Personnel Category Code	Personnel Title
2	Intermediate Applied Science Specialist

Mandatory Requirements	Supervisory Experience	Additional Notes:
<p>Work Experience: Five (5) years of experience in an applied science field of which three (3) years have been within the last eight (8) years.</p> <p>Qualifications & Education: An undergraduate degree in applied science offered by a recognized university.</p>	No	

Personnel Category Code	Personnel Title
3	Junior Applied Science Specialist

Mandatory Requirements	Supervisory Experience	Additional Notes:
Work Experience: Three (3) years of experience in an applied science field within the last eight (8) years. Qualifications & Education: An undergraduate degree in applied science offered by a recognized university.	No	

Personnel Category Code	Personnel Title
4	Entry Level Applied Science Specialist

Mandatory Requirements	Supervisory Experience	Additional Notes:
Qualifications & Education: Either of A or B: <ul style="list-style-type: none"> A. Undergraduate degree from a recognized University. B. a diploma from a 3-year program from a recognized college, or technical institute. 	No	

Personnel Category Code	Personnel Title
5	Senior Engineer

Mandatory Requirements	Supervisory Experience	Additional Notes:
<p>Work Experience: Eight (8) years of experience in an engineering field of which five (5) years have been within the last ten years.</p> <p>Qualifications & Education: An undergraduate degree in engineering, or eligibility for registration as a professional engineer in any province in Canada.</p>	A minimum of three (3) years of supervisory experience in total.	See Additional Notes for Specific Skill and knowledge Requirements at section 2 below.

Personnel Category Code	Personnel Title
6	Intermediate Engineer

Mandatory Requirements	Supervisory Experience	Additional Notes:
<p>Work Experience: Five (5) years of experience in an engineering field of which three (3) years have been within the last eight years.</p> <p>Qualifications & Education: An undergraduate degree in engineering, or eligibility for registration as a professional engineer in any province in Canada.</p>	No	See Additional Notes for Specific Skill and knowledge Requirements at section 2 below.

Personnel Category Code	Personnel Title
7	Junior Engineer

Mandatory Requirements	Supervisory Experience	Additional Notes:
<p>Work Experience: An undergraduate degree in engineering, or eligibility for registration as a professional engineer in any province in Canada.</p> <p>Qualifications & Education: Three (3) years of experience in an engineering field within the last eight years.</p>	No	

Personnel Category Code	Personnel Title
8	Entry Level Engineer

Mandatory Requirements	Supervisory Experience	Additional Notes:
<p>Qualifications & Education: Either of A or B:</p> <p>A. Undergraduate degree from a recognized University</p> <p>B. a diploma from a 3-year program from a recognized college, or technical institute</p>	No	

Personnel Category Code	Personnel Title
9	IT Tester

Mandatory Requirements Either A, B or C	Supervisory Experience	Additional Notes:
A Work Experience: Four (4) years of work experience within the last five (5) years in application testing, creating test plans, writing test scripts, experience with unit, integration and regression testing, documenting test plans and experience in tracking and control changes. Qualifications & Education: Two year College level certificate in computer science or equivalent.	No	
B Work Experience: Four (4) years of work experience within the last five (5) years in application testing, creating test plans, writing test scripts, experience with unit, integration and regression testing, documenting test plans and experience in tracking and control changes. Qualifications & Education: Successful completion of an IM/IT course with a minimum of six hundred (600) hours of instruction and assignments.	No	
C Work Experience: Five (5) years of work experience within the last six (6) years in application testing, creating test plans, writing test scripts, experience with unit, integration and regression testing, documenting test plans and experience in tracking and control changes.	No	

Personnel Category Code	Personnel Title
10	Advanced Naval Warfare/Military Operations Specialist

Mandatory Requirements Either A, B or C:	Supervisory Experience	Additional Notes:
<p>A</p> <p>Work Experience: A minimum of ten (10) years of work experience in naval / military doctrine, tactics, software algorithms and analytics for threat evaluation, engageability assessment and effector management in the context of warfare operations, within the last fifteen (15) years.</p> <p>Qualifications & Education: University undergraduate degree in engineering, applied or computer science, or related field;</p> <p>and military training through any Canadian Armed Forces Classification, including but not limited to: Naval Technical Officer, Naval Warfare Officer, Pilot, Air Navigator, Air Traffic/Weapons Controller, Military Engineer, Communications & Electrical Engineer and Clearance Diver: or civilian equivalent.</p>	<p>A minimum of five (5) years of supervisory experience in total.</p>	
<p>B</p> <p>Work Experience: A minimum of fifteen (15) years of work experience in naval / military doctrine, tactics, software algorithms and analytics for threat evaluation, engageability assessment and effector management in the context of warfare operations, within the last twenty (20) years.</p> <p>Qualifications & Education: A diploma from a three year technical program offered by a recognized college or technical institute;</p> <p>and military training through any Canadian Armed Forces Classification, including but not limited to: Naval Technical Officer, Naval Warfare Officer, Pilot, Air Navigator, Air Traffic/Weapons Controller, Military Engineer, Communications & Electrical Engineer and Clearance Diver: or civilian equivalent.</p>	<p>A minimum of five (5) years of supervisory experience in total.</p>	
<p>C</p> <p>Work Experience: A minimum of twenty (20) years of work experience in naval / military doctrine, tactics, software algorithms and analytics for threat evaluation, engageability assessment and effector management in the context of warfare operations, within the last twenty five (25) years.</p> <p>Qualifications & Education: No university or college diploma;</p>	<p>A minimum of five (5) years of supervisory experience in total.</p>	

Mandatory Requirements Either A, B or C:	Supervisory Experience	Additional Notes:
and Military training through any Canadian Armed Forces Classification, including but not limited to: Naval Technical Officer, Naval Warfare Officer, Pilot, Air Navigator, Air Traffic/Weapons Controller, Military Engineer, Communications & Electrical Engineer and Clearance Diver; or civilian equivalent.		

Personnel Category Code	Personnel Title
11	Naval/Military Systems Specialist

Mandatory Requirements	Supervisory Experience	Additional Notes:
Work Experience: Minimum of eight (8) years of work experience in the operation, maintenance and testing of naval/military systems or equipment, with at least three (3) years of the eight in the last five (5) years. Qualifications & Education: An undergraduate degree or a diploma in a related field for a three (3) years program offered by a recognized college or technical institute; and military training through any Canadian Armed Forces Classification, including but not limited to: Naval Technical Officer, Naval Warfare Officer, Pilot, Air Navigator, Air Traffic/Weapons Controller, Military Engineer, Communications & Electrical Engineer and Clearance Diver; or civilian equivalent;	A minimum of three (3) years of supervisory experience in total.	

Personnel Category Code	Personnel Title
12	Network Administrator

Mandatory Requirements Either A, B, C or D	Supervisory Experience	Additional Notes:
A Work Experience: Six (6) months of work experience in administering Networking Technologies and protocols within the last three (3) years. Qualifications & Education: University undergraduate degree in computer engineering or computer science.	No	
B Work Experience:	No	

Mandatory Requirements Either A, B, C or D	Supervisory Experience	Additional Notes:
One (1) year of work experience administering Networking Technologies and protocols within the last five (5) years. Qualifications & Education: Two (2) year College level certificate in computer science or equivalent.		
C Work Experience: One (1) year of work experience in administering Networking Technologies and protocols within the last three (3) years. Qualifications & Education: Successful completion of an IM/IT course with a minimum of six hundred (600) hours of instruction and assignments.	No	
D Work Experience: Three (3) years of work experience in administering Networking Technologies and protocols within the last five (5) years.	No	

Personnel Category Code	Personnel Title
13	Advanced IT Security Specialist

Mandatory Requirements First - must meet either A, B, C D or E from Code 14:	Supervisory Experience	Additional Notes:
A Work Experience: Three (3) years of work experience in a related software support field within the last six (6) years. Qualifications & Education: University post graduate degree in computer engineering or computer science.	No	
B Work Experience: Five (5) years of work experience in a related software support field within the last seven (7) years. Qualifications & Education: University undergraduate degree in computer engineering or computer science.	No	
C Work Experience:	No	

Mandatory Requirements First - must meet either A, B, C D or E from Code 14:	Supervisory Experience	Additional Notes:
Six (6) years of work experience in a related software support field within the last ten (10) years Qualifications & Education: Two (2) year College level certificate in computer science or equivalent.		
D Work Experience: Six (6) years of work experience in a related software support field within the last ten (10) years. Qualifications & Education: Successful completion of an IM/IT course with a minimum of six hundred (600) hours of instruction and assignments.	No	
E Work Experience: Ten (10) years of work experience in a related software support field within the last fifteen (15) years;	No	
Mandatory Requirements Second - must meet the following requirements in addition to above requirements:		
Work Experience: Shall have three (3) years of experience in the past five (5) years providing expertise in one of the following three areas of IT specializations: a. IT Security b. SAP: or c. Advance networking Qualifications & Education: Education/training and the associated certification in one of the following three areas of Information Technology (IT) specializations: a. IT Security with a valid CISSP, CISA or CISM certification; b. SAP with at least one SAP certification at the level of Associate or higher; or c. Advance networking with a valid CCIE certification.		

Personnel Category Code	Personnel Title
14	Senior Software Specialist

Mandatory Requirements Either A, B, C, D or E	Supervisory Experience	Additional Notes:
A Work Experience: Three (3) years of work experience in a related software support field within the last six (6) years. Qualifications & Education: University post graduate degree in computer engineering or computer science.	No	
B Work Experience: Five (5) years of work experience in a related software support field within the last seven (7) years. Qualifications & Education: University undergraduate degree in computer engineering or computer science.	No	
C Work Experience: Six (6) years of work experience in a related software support field within the last ten (10) years Qualifications & Education: Two (2) year College level certificate in computer science or equivalent.	No	
D Work Experience: Six (6) years of work experience in a related software support field within the last ten (10) years. Qualifications & Education: Successful completion of an IM/IT course with a minimum of six hundred (600) hours of instruction and assignments.	No	
E Work Experience: Ten (10) years of work experience in a related software support field within the last fifteen (15) years.	No	

Personnel Category Code	Personnel Title
15	Intermediate Software Specialist

Mandatory Requirements Either A, B, C or D	Supervisory Experience	Additional Notes:
<p>A</p> <p>Work Experience: Three (3) years of work experience in a related software support field within the last five (5) years.</p> <p>Qualifications & Education: University undergraduate degree in computer engineering or computer science.</p>	No	See Additional Notes for Specific Skill and knowledge Requirements at section 2 below.
<p>B</p> <p>Work Experience: Four (4) years of work experience in a related software support field within the last seven (7) years.</p> <p>Qualifications & Education: Two (2) year College level certificate in computer science or equivalent.</p>	No	See Additional Notes for Specific Skill and knowledge Requirements at section 2 below.
<p>C</p> <p>Work Experience: Four (4) years of work experience in a related software support field within the last seven (7) years.</p> <p>Qualifications & Education: Successful completion of an IM/IT course with a minimum of six hundred (600) hours of instruction and assignments.</p>	No	See Additional Notes for Specific Skill and knowledge Requirements at section 2 below.
<p>D</p> <p>Work Experience: Five (5) years of work experience in a related software support field within the last eight (8) years.</p>	No	See Additional Notes for Specific Skill and knowledge Requirements at section 2 below.

Personnel Category Code	Personnel Title
16	Junior Software Specialist

Mandatory Requirements Either A, B, C or D	Supervisory Experience	Additional Notes:
A Work Experience: Six (6) months of work experience in a related software field within the last three (3) years. Qualifications & Education: University undergraduate degree in computer engineering or computer science.	No	
B Work Experience: One (1) year of work experience in a related software field within the last five (5) years. Qualifications & Education: Two (2) year College level certificate in computer science or equivalent.	No	
C Work Experience: One (1) year of work experience in a related software field within the last three (3) years. Qualifications & Education: Successful completion of an IM/IT course with a minimum of six hundred (600) hours of instruction and assignments.	No	
D Work Experience: Three (3) years of work experience in a related software support field within the last five (5) years	No	

Personnel Category Code	Personnel Title
17	Entry Level Software Specialist

Mandatory Requirements	Supervisory Experience	Additional Notes:
Qualifications & Education: Either of A or B: A. Undergraduate degree from a recognized University. B. a diploma from a 3-year program from a recognized college, or technical institute.	No	

Personnel Category Code	Personnel Title
18	Technical Specialist

Mandatory Requirements	Supervisory Experience	Additional Notes:
Either A or B:		
A Work Experience: Five (5) years of experience in an engineering or science field within the last ten (10) years. Qualifications & Education: An undergraduate degree in science.	No	See Additional Notes for Specific Skill and knowledge Requirements at section 2 below.
B Work Experience: Fifteen (15) years of experience, within the last twenty (20) years, in a unique highly specialized naval engineering/technical field specifically required by the contract. Qualifications & Education: A diploma from a three year (3) technical program offered by a recognized technical institute or eligibility for registration as a technologist in any province in Canada.	A minimum of five (5) years of supervisory experience in total.	See Additional Notes for Specific Skill and knowledge Requirements at section 2 below.

Personnel Category Code	Personnel Title
19	Technician

Mandatory Requirements	Supervisory Experience	Additional Notes:
Work Experience: Three (3) years of experience in a related technical field in the last ten (10) years.	No	See Additional Notes for Specific Skill and knowledge

Mandatory Requirements	Supervisory Experience	Additional Notes:
Qualifications & Education: Either of A, B or C: A. A diploma from a two (2) year technical program offered by a recognized technical institute or eligibility for registration as a technician in any province in Canada; or equivalent work experience. B. A two (2) year College level Certificate/Diploma from a recognized institution relevant to the task being performed. C. A university undergraduate degree relevant to the task being performed.		Requirements at section 2 below.

Personnel Category Code	Personnel Title
20	Entry Level Technician

Mandatory Requirements	Supervisory Experience	Additional Notes:
Qualifications & Education: Either of A or B or C: A. For an entry level technician – A diploma from a two (2) year technical program offered by a recognized technical institute or eligibility for registration as a technician in any province in Canada; or equivalent work experience; or B. A two (2) year college level Certificate/Diploma from a recognized institution relevant to the task being performed; or C. A university undergraduate degree relevant to the task being performed.	No	

Personnel Category Code	Personnel Title
21	Technologist

Mandatory Requirements	Supervisory Experience	Additional Notes:
<p>Work Experience: Five (5) years of experience in a related technical field in the last ten (10) years.</p> <p>Qualifications & Education: Either of A, B or C</p> <ul style="list-style-type: none"> A. A diploma from a three (3) year technical program offered by a recognized technical institute. B. Eligible for registration as a technologist in any province in Canada. C. A Royal Canadian Navy QL6 qualification in technical hard sea trades. 	No	See Additional Notes for Specific Skill and knowledge Requirements at section 2 below.

Personnel Category Code	Personnel Title
22	Entry Level Technologist

Mandatory Requirements	Supervisory Experience	Additional Notes:
<p>Qualifications & Education: Either of A or B</p> <ul style="list-style-type: none"> A. Undergraduate degree from a recognized University. B. A diploma from a 3-year program from a recognized college, or technical institute. 	No	

Personnel Category Code	Personnel Title
23	Trade Categories

Mandatory Requirements	Supervisory Experience	Additional Notes:
Qualifications & Education: Certification to applicable provincial or federal standards and; Educational/Vocational training relevant to the task being performed.	No	

Personnel Category Code	Personnel Title
24	General Labour

Mandatory Requirements	Supervisory Experience	Additional Notes:
Qualifications & Education: Either of A or B: A. Two (2) years of secondary school B. Equivalent of two (2) years of related work experience.	No	See Additional Notes for Specific Skill and knowledge Requirements at section 2 below.

Personnel Category Code	Personnel Title
25	Co-op Student

Mandatory Requirements	Supervisory Experience	Additional Notes:
Qualifications & Education: For a COOP Student – 1.5 years of undergraduate study in a relevant field from a recognized university	No	

SECTION 2 – SPECIFIC SKILL AND KNOWLEDGE REQUIREMENTS APPLICABLE TO NETE WORK ELEMENTS 1 AND 2

Additional Notes for Specific Skill and knowledge Requirements

- A. The Contractor must ensure that the specific skill and knowledge requirements described below are met by individuals proposed against the Labour Categories described above. It is not necessary that a different individual be proposed for each specific skill/knowledge requirement; a given individual may meet one or multiple specific skill/knowledge requirements, as long as all the requirements are met.
- B. To qualify an individual as meeting one of the specific skill/knowledge requirements, that person's CV must be submitted, through the TA, to the CA. The proposed individual must be qualified against the labour category listed against the specific requirement in this Appendix, and shall meet any additional qualification requirement specified. The person will be rejected if it cannot be clearly and unambiguously demonstrated from the CV information that the person meets the specific skill/knowledge requirement.
- C. These specific skill/knowledge requirements must be provided no later than three (3) months after contract award and must remain in place for the duration of the Contract. Canada may waive the requirement at any time in the event that there is no longer a demonstrable need for that skill, or more cost-effective means exist to meet the requirement. The Contractor may submit, through the Technical Authority, a request to waive a specific skill/knowledge requirement in writing to the CA at any time with supporting substantiation. If a person possessing a specific skill/knowledge requirement ceases to be employed by the Contractor, and no other individual meets the skill or knowledge requirement, the Contractor must ensure that another individual provides the qualification or skill requirement.
- D. The Contractor must maintain current a chart which visually depicts the list of employed individuals cross-referenced against these skill/knowledge requirements. This list must be made available for circulation within DND upon the request of the DND Technical Authority.
- E. The term "knowledge" must be taken to mean understanding gained by formal education, or courses, and a minimum of one year work's experience directly related to the requirement.
- F. By extension, persons qualified against a labour category more stringent than called for in each requirement are acceptable (i.e. a senior engineer is acceptable to be proposed against any requirement which calls for a junior or intermediate engineer. Similarly, for requirements calling for technologists, an intermediate or senior engineer or technical specialist is also acceptable).

Field: Combat Systems

	Skill/Knowledge Requirement	Labour Category	Additional Requirements
1	Knowledge of operation, maintenance and testing of shipboard combat data systems	Intermediate Engineer	
2	Knowledge of operation, maintenance and testing of shipboard radar (surveillance and fire control) and associated systems	Intermediate Engineer	
3	Knowledge of the combat systems simulators and trainers	Intermediate Engineer	
4	Knowledge of operation, maintenance and testing of naval missiles, torpedoes, launchers, and targets	Intermediate Engineer	
5	Knowledge of weapons firing data recording and post-firing data analysis	Intermediate Engineer	
6	Knowledge of operation, maintenance and testing of naval electronic support measures	Intermediate Engineer	
7	Knowledge of the fundamentals, testing, problem solving and analysis of electromagnetic environmental effects	Intermediate Engineer	
8	Knowledge of Naval underwater warfare acoustic sensors & systems	Intermediate Engineer	
9	Knowledge of the requirements and operation of the Naval Electronic Support Test ranges	Intermediate Engineer	

Field: Information and Communication Systems

	Skill/Knowledge Requirement	Labour Category	Additional Requirements
10	Knowledge of development and evaluation of local, wide area networks, and turnkey computer systems that comply with DND security policy and/or contemporary security practices	Intermediate Software Specialist	
11	Knowledge of the development and evaluation of engineering databases	Intermediate Software Specialist	
12	Knowledge of software Independent Verification and Validation	Intermediate Software Specialist	
13	Knowledge of current generation naval maintenance management information systems	Technologist/ Software Specialist-Intermediate	
14	Knowledge of shipboard tactical and non-tactical ADP systems	Intermediate Software Specialist	

Field: Marine Systems

	Skill/Knowledge Requirement	Labour Category	Additional Requirements
15	Knowledge of operation, maintenance and testing of shipboard power generation and distribution systems	Intermediate Engineer	
16	Knowledge of environmental & pollution prevention legislation applicable to Navies	Intermediate Engineer	
17	Knowledge of operation, maintenance and testing of shipboard pollution abatement systems including certification testing to IMO or other standards	Intermediate Engineer	
18	Knowledge of strain gauging and hull stress measurement methods	Intermediate Engineer	
19	Knowledge of shock, noise, vibration measurement and analysis in the naval environment	Senior Engineer	
20	Knowledge of Marine Gas Turbine Operation, Maintenance, and testing	Senior Engineer	
21	Knowledge of Marine Diesel Engine Operation, Maintenance, and test	Senior Engineer	
22	Knowledge of operation, maintenance and testing of shipboard fuel & lubrication systems	Senior Engineer	
23	Knowledge of physical shock, noise, and vibration measurements and instrumentation	Technologist	
24	Knowledge of operation, maintenance and testing of shipboard power transmission systems including gearing, shafting, and propellers	Senior Engineer	
25	Knowledge of flow measurement in piping (invasive and non-invasive)	Technologist	
26	Knowledge of air flow measurement in ductwork & airflow balancing in multi-branch duct systems	Technologist	
27	Knowledge of engine test cells, dynamometers, and data acquisition systems	Technologist	
28	Knowledge of material test procedures to ASTM and other standards, including fuel, lube oil, and coolant test methods	Technologist	
29	Knowledge of main propulsion machinery vibration, temperature and condition analysis	Technologist	
30	Knowledge of naval damage control equipment and procedures	Technologist	

Field: Test Support

	Skill/Knowledge Requirement	Labour Category	Additional Requirements
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31	Knowledge of equipment health monitoring techniques	Intermediate Engineer	One year of experience with the conduct of EHM measurements and analysis
32	Knowledge of modern laboratory analytical equipment	Technologist	
33	Knowledge of still photography and high speed/video of blast/shock events to support trials	Technician	
34	Knowledge of anti-friction bearing failure analysis and use of bearing balancing machines	Technologist	
35	Knowledge of naval oil and coolant condition analysis techniques and programs	Technical Specialist	One year of supervisory experience with laboratory test programs

Field: Material Management

	Skill/Knowledge Requirement	Labour Category	Additional Requirements
36	Knowledge of materiel receiving, warehousing, shipping and handling.	General Labour	One year of experience handling DND/CF or government materiel.
37	Knowledge of technical procurement.	Technician	
38	Knowledge of hazmat and inventory management.	Technician	One year of experience handling DND/CF or government materiel.

SOW - Appendix 4

NETE Business Continuity – Minimum Requirements

ID	Skill/Knowledge Requirement	Labour Category	Location and Additional Requirements
Requirement for NETE core services - Based on NETE Business Continuity Plan Requirements			
1	Knowledge of Operational Test and Evaluation and Operational Analysis (OPANAL) of Live Firings (Missiles and Torpedoes)	Minimum 8 individuals including at least one Naval or Military Systems Specialist in addition to 7 individuals with any combination of Senior Engineer and Senior Software Specialist	Location Halifax
2	Knowledge of the operation and maintenance of the SeaSparrow Guided Missile Vertical Launch System (GMVLS) to support Canada and 12 allied countries	Minimum 5 individuals with at least one Senior Engineer in addition to 4 individuals with any combination of Senior Engineer, Naval or Military Systems Specialist and/or Technologists	Location Halifax
3	Knowledge of shipboard naval information systems	Minimum 7 individuals including a minimum of 5 Senior Software Specialists	Location NETE LaSalle plus 2 coastal representatives (Halifax and/or Victoria)
4	Knowledge of in-situ inspection techniques using ultrasonic, eddy current and visual non-destructive testing (NDT) to evaluate and recertify high pressure air cylinders	Minimum 4 individuals including any combination of Senior Engineer, Naval or Military Systems Specialist or Technologist	Minimum one Level III certified NDT Inspector
5	Knowledge to provide Recognized Organization Services for Materiel State Validation (MSV) and certification of marine and combat systems for surface ships, submarines, and ranges	Minimum 13 individuals; Technologists or higher position	8 individuals located in Halifax and 5 individuals located in Esquimalt (Contractor personnel embedded in local DND facilities).

ID	Skill/Knowledge Requirement	Labour Category	Location and Additional Requirements
6	Knowledge of still photography and high-speed video recording of blast/shock events and missile firings to support trials, including post-processing with Digital Image Correlation (DIC) and tracking in 2D and 3D	Technologist	
7	Knowledge of Printed Circuit Board (PCB) design and security assessments of materiel including hardware and embedded software at the computer chip and PCB level	Minimum 3 individuals with at least one Senior Engineer	Minimum Level III Security Clearance
8	Knowledge of operation, maintenance and testing requirements for certification of submarine escape and rescue equipment and systems including valves, escape suits, life rafts, etc.	Minimum 4 individuals with at least one Senior Engineer or Applied Science Specialist	Location NETE LaSalle
9	Knowledge of Naval Doctrine including development of tactics, requirements, concepts, software algorithms and solutions for Threat Evaluation, Engageability Assessment and Effector Management in the context of naval warfare operations, defence and security applications	Senior Engineer or Advanced Naval Doctrine Specialist	Location Halifax
10	Knowledge of SAP Enterprise Information Systems including HANA, Plant Maintenance, Inventory Management/Master Record (MM), WebLogic (WebI), Business Objects (BOBJ) for IV&V and T&E of Naval Material Assurance, Technical Documentation and Engineering support	Technologist	
Skill Sets to be Provided by Contract Effective Date			
Field: Combat Systems			
11	Knowledge of operation, maintenance and testing of shipboard combat data and management systems	Senior Engineer or Senior Software Specialist	Location Halifax Minimum CMS330 and military data link systems (Link-11/Link-16) experience
12	Knowledge of operation, maintenance and testing of shipboard surveillance and fire control radars and associated systems	A minimum of 4 individuals, Senior Engineer or Senior Software Specialist	Location Halifax

ID	Skill/Knowledge Requirement	Labour Category	Location and Additional Requirements
13	Knowledge of combat systems simulators and trainers	A minimum of 6 Individuals, Senior Engineer or Senior Software Specialist	Location Halifax
14	Knowledge of operation, maintenance and testing of naval missiles, torpedoes, launchers and targets	Technologist	Location Halifax
15	Knowledge of operation, maintenance and testing of naval Electronic Support Measures (ESM)	Intermediate Engineer or Naval Systems Specialist	Location Halifax
16	Knowledge of Naval underwater warfare acoustic sensors & systems	Intermediate Engineer or Naval or Military Systems Specialist	Location Halifax
17	Knowledge of the fundamentals, testing, problem solving and analysis of electromagnetic effects	Intermediate Engineer	Location Halifax
18	Knowledge of the requirements and operation of Naval Signature Test Ranges (acoustic, magnetic, infrared, radar cross section), Naval Electronic Systems Test Ranges (NESTR), and NATO Forces sensors and weapons Accuracy Check Sites (FORACS)	Minimum 4 individuals including at least one Senior Engineer or Senior Software Specialist	Minimum one person in Halifax and two persons in Esquimalt
19	Knowledge of verification, validation and accreditation of operational and technical models that support combat systems	Senior Engineer or Senior Software Specialist	Location Halifax
20	Knowledge of synthetic environments and distributed simulations to support modeling and simulation, concept development and experimentation	Minimum 4 individuals; Intermediate Engineer or Intermediate Software Specialist	Locations Halifax (minimum 2 individuals) and NETE LaSalle (minimum 2 individuals)
21	Knowledge of naval operations to support the planning and coordination of mission rehearsal, war gaming, distributed training and test and evaluation	Naval or Military Systems Specialist	Location Halifax
22	Knowledge of operational test and evaluation (OT&E) to support above water warfare, underwater warfare, submarine warfare and C4ISR	Naval or Military Systems Specialist	Location Halifax

ID	Skill/Knowledge Requirement	Labour Category	Location and Additional Requirements
23	Knowledge of mission planning, operation and maintenance for autonomous underwater, surface and above water vehicles	Minimum 4 individuals including at least one Senior Engineer	Location Halifax. At least one individual certified by Transport Canada as pilot for Unmanned Aerial Vehicles (UAV)
24	Knowledge of Model Based System Engineering (MBSE) including the development of logical and physical architectures using the unified architecture framework, the development and review of Use Cases to illustrate concepts of operation, the review of systems engineering lifecycle phase, the verification and validation of the synthetic environment, and modelling & simulation of naval equipment performance and behaviour	Senior Software Specialist	Location Halifax
25	Knowledge of Mine warfare and countermeasure	Senior Engineer, Senior Applied Scientist or Senior Software Specialist	Location Halifax
26	Knowledge of naval gunnery and ballistic, naval gun, naval remote weapon system (NRWS) and Close-in Weapon Systems (CIWS) with Test & Evaluation, Operational Analysis, and IV&V	Naval System Specialist, Senior Engineer or Senior Software Specialist	Location Halifax
27	Knowledge of Maritime Theater Missile Defence (MTMD) forum to support Canada and allied nations with regards to doctrine review, Operational Test & Evaluation (OT&E), and Modelling & Simulation	Naval Systems Specialist	Location Halifax
28	Knowledge of domestic and international firing ranges for missile, gunnery and torpedo for test & evaluation, planning, logistics and coordination of trials	Naval Systems Specialist	Location Halifax
29	Knowledge of Ship and submarine communication systems for internal (Public Address, Sound Power Telephone, SHINCOM) and external (HF, UHF, VHF, LINK) services with support to operation, maintenance, test & trials, and operational analysis	Technologist	Location Halifax/Esquimalt
Field: Information Systems			

ID	Skill/Knowledge Requirement	Labour Category	Location and Additional Requirements
30	Knowledge of SQL Server databases, including procedures for backups, tuning and maintenance	Intermediate Software Specialist	Location NETE LaSalle
31	Knowledge of application development using Visual Basic (VB) .Net, ASP.Net, HTML and SQL Server	Senior Software Specialist	Location NETE LaSalle
32	Knowledge of the development and evaluation of engineering databases	Intermediate Software Specialist	
33	Knowledge of development and IV&V of Information System Design Specifications and Technical Guidance Packages	Senior Software Specialist	
34	Knowledge of Information Systems (IS) communications over Wi-Fi, including evaluation for security and performance	Intermediate Software Specialist	
35	Knowledge of processes for configuration management and change management of IS	Intermediate Software Specialist	
36	Knowledge of the System Development Life-Cycle (SDLC) process	Intermediate Software Specialist	
37	Knowledge of the Virtualization of computer networks	Senior Software Specialist	
38	Knowledge of network architecture, design, security, zoning, firewalls, secure interfaces between networks/systems	Senior Software Specialist or Advanced ITSEC Specialist	
39	Knowledge of Satellite Communications (Satcom) including denied/degraded environments, remote/standalone applications, IV&V and testing	Senior Software Specialist or Senior Engineer	
40	Knowledge of Cryptographic hardware and software including DND Type 1 Cryptographic hardware and IV&V of IS security	Intermediate Software Specialist	
41	Knowledge of integration of military and commercial communication systems with shipboard networks	Intermediate Software Specialist	
42	Knowledge of IS Security Engineering including securing systems, networks, cloud services	Advanced ITSEC Specialist	
43	Knowledge of Vulnerability Assessment and Penetration Testing (VA/PEN) of Information Systems and RCN Platform (ship) systems	Advanced ITSEC Specialist	

ID	Skill/Knowledge Requirement	Labour Category	Location and Additional Requirements
44	Knowledge of hardware and software tools, and processes for Risk Assessment (RA) of IS	Advanced ITSEC Specialist	
45	Knowledge of SAP Enterprise Information Systems including HANA, Plant Maintenance, Inventory Management/Master Record (MM), WebLogic (WebI), Business Objects (BOBJ) for reports, KPIs, dashboards and analytics	Advanced ITSEC SAP Specialist	
46	Knowledge of Defence Resource Management Information System (DRMIS) configuration, functions and use in a deployed shipboard environment	Minimum 2 individuals including at least one Intermediate Software Specialist or Naval Systems Specialist	One person in Halifax and one person in Victoria
47	Knowledge of system software IV&V	Senior Software Specialist	
48	Knowledge of process modelling and enterprise architecture standards including use of the DND Enterprise Architecture tool, QualiWare	Senior Software Specialist	
49	Knowledge of IV&V and specification of cyber security requirements for shipboard systems	Advanced IT Sec Specialist	
50	Knowledge of Intelligence Surveillance Reconnaissance (ISR) investigation, validation and testing	Senior Software Specialist	
Field: Marine Systems			
51	Knowledge of naval surface ship maintenance planning and analysis of maintenance metrics, including planning for obsolescence to evaluate fleet Materiel Baseline State	Senior Engineer	
52	Knowledge of submarine maintenance planning, analysis of maintenance metrics, and evaluation of equipment obsolescence to evaluate fleet Materiel Baseline State including expertise to conduct Safe to Undock, Camber Dive, and Safe To Go To Sea audits	Senior Engineer	
53	Knowledge of breathing air compressors and distribution systems, and air quality validation techniques and regulations	Two individuals including at least one Senior Engineer	One person in Halifax and one in Victoria

ID	Skill/Knowledge Requirement	Labour Category	Location and Additional Requirements
54	Knowledge of diving compression chambers operation including controls and instrumentation for simulation of undersea diving profiles and evaluation of diving equipment	Senior Engineer	
55	Knowledge of equipment and measurement techniques for in-situ evaluation of engine exhaust emissions	Senior Technical Specialist	Location NETE LaSalle
56	Knowledge of Simsmart modelling and simulation software	Senior Engineer	
57	Knowledge of operation, maintenance and testing of ship and submarine high-voltage propulsion and power generation and distribution systems	Senior Engineer	Knowledge and experience ETAP electrical modelling and simulation
58	Knowledge of international environmental legislation applicable to Navies and operation, maintenance and testing of shipboard pollution abatement systems including certification to IMO or other international standards	Minimum 2 individuals with at least one Senior Engineer	Location NETE LaSalle
59	Knowledge of energy efficiency data collection and analysis	Senior Engineer	
60	Knowledge of ship anti-biofouling systems operation, testing and evaluation	Intermediate Engineer or Applied Science Specialist	Location NETE LaSalle
61	Knowledge of event planning, testing and analysis for shock, noise, and vibration in the naval environment including the use of standard test beds and field testing using underwater explosives and air gun technology	Senior Engineer or Senior Software Specialist	Five (5) years' experience conducting shock and vibration testing to Canadian and US military standards. Location NETE LaSalle.
62	Knowledge of selection, calibration, installation and operation of instrumentation in a shipboard environment for measurement of hull stress, shock, vibration and underwater noise	Minimum 3 individuals with at least one Senior Engineer	Location NETE LaSalle
63	Knowledge of marine diesel engine operation, maintenance, and testing, including operation and maintenance of engine test cell dynamometers and data acquisition systems including Diesel Trap	Senior Engineer	Location NETE LaSalle

ID	Skill/Knowledge Requirement	Labour Category	Location and Additional Requirements
64	Knowledge of operation, maintenance and testing of shipboard fuel & lubrication systems	Senior Engineer	
65	Knowledge of operation, maintenance and testing of ship and submarine power transmission systems including gearing, shafting, and propellers	Senior Engineer	At least one-person Submarine Qualified
66	Knowledge of flow measurement in piping (invasive and non-invasive)	Minimum two individuals with at least one Senior Engineer	One person in Halifax and one person in Victoria
67	Knowledge of Air flow measurement in ductwork & airflow balancing in multi-branch duct systems	Senior Engineer	
68	Knowledge of modern chemical laboratory equipment and test methods including ASTM and ISO test methods for fuel, lube oil and coolant testing	Senior Applied Science Specialist	Location NETE LaSalle
69	Knowledge of equipment health monitoring (EHM) techniques and Condition Based Maintenance	Senior Engineer	One year of experience with the conduct of EHM measurements and analysis
70	Knowledge of naval damage control equipment and procedures	Senior Engineer or Naval Systems Specialist	
71	Knowledge of operation, maintenance and in-situ testing of shipboard Chemical, Biological and Nuclear (CBRN) air filtration systems	Technologist	
72	Knowledge of in-situ evaluation techniques for above and below-water surface/material condition and corrosion including use of Pulse Eddy Current and Pulse Eddy Current/ UT	Senior Engineer	One individual who is NDT Level II certified
73	Knowledge of Naval Architecture including ship and submarine stability calculations and conduct of submarine Trim Checks	Senior Engineer	
74	Knowledge of materiel receiving, warehousing, shipping and handling, and recording of related processes in the DRMIS	Technologist	One-year experience handling DND/CAF or government materiel. Location NETE LaSalle

ID	Skill/Knowledge Requirement	Labour Category	Location and Additional Requirements
75	Knowledge of technical procurement including international import and export of materiel, and requirements related to the Canadian Controlled Goods Regulations and International Traffic in Arms Regulations (ITAR)	Technician	Location NETE LaSalle
76	Knowledge of hazardous materials management practices including Federal and Provincial (Quebec, Ontario, Nova Scotia, BC) hazardous materials regulations	Technologist	One-year experience managing hazardous materials including purchasing, transport and disposal – Location NETE LaSalle
77	Knowledge of DND policies and procedures for IS including security standards and processes for System Assessment and Acceptance (SA&A)	Senior Software Specialist	
78	Knowledge of precision manufacturing techniques including milling, machining and welding	Senior Engineer	
79	Knowledge of precision mechanical inspection techniques including ultrasonic thickness, eddy current, magnetic particle and dimensional analysis	Technologist	
70	Knowledge of National Instruments hardware and LabVIEW programming language for design, development, operation and maintenance of custom data acquisition and control systems	Minimum two individuals including Intermediate Engineer or Intermediate Software Specialist who are certified LabVIEW Associate Developers (CLAD)	
81	Knowledge and experience reading technical drawings, conducting mechanical assembly and operation of custom test beds, including high pressure compressed air systems up to 4000 psi, and recording test data	Minimum four individuals, General Labour or Trade	Minimum 600 hour relevant post-secondary technical education or training and two year experience as a fitter (e.g. Quebec DEP program and relevant experience)

ID	Skill/Knowledge Requirement	Labour Category	Location and Additional Requirements
82	Knowledge and experience with machining for custom manufacturing including milling, metal lathes, etc.	General Labour or Trade	Minimum 600 hour post-secondary technical education or training as a machinist including Numerical Control Machine Tool Operation (CNC) (e.g. Quebec DEP program plus relevant experience)
83	Knowledge and experience with ARC, MIG and TIG welding for custom manufacturing	General Labour or Trade	Minimum 600 hour relevant post-secondary technical education or training and two years experience as a welder in custom manufacturing (e.g. Quebec DEP program plus relevant experience)
84	Knowledge of installation and maintenance of industrial electrical systems	Trade	Certified electrician authorized to work in the Province of Quebec
85	Knowledge and experience in conducting general building maintenance	General Labour or Trade	Minimum 600 hour relevant post-secondary technical education or training and two year experience

Notes:

1. One individual may be used to meet two or more required skills.
2. The designated Labour Category is the minimum required; a more qualified individual may be used to meet the requirement.
3. Unless specified otherwise, all personnel require Level II or higher Government of Canada security clearance.
4. Where location information is not specified, required skill can be provided at any NETE location. However, where location is not specified, preference should be given to skill sets provided at NETE LaSalle to minimize stress on other DND locations.

SOW- Appendix 5

Reports – Summary of Reports

Summary of Reports Required by the SOW

Report Type / Name	Frequency / Submission Date	SOW Reference
Quarterly Inventory Report	3/year. Reports to be submitted no later than July 30, October 30 and January 30.	Section 3, par. 31.4.4
Annual Inventory Report	Annual: Report to be submitted no later than April 30 for previous fiscal year.	Section 3, par. 31.4.4
Hazardous Material Inventory	2/year. Reports to be submitted no later than June 15 and December 15.	Section 3, par. 32.1
Annual Environmental Management Report	Annual: Report to be submitted with Management Plan.	Section 4, par. 40.3
Fire Safety Reports	As required by DND fire regulations.	Section 4, par. 41.1
Management Plan	Annual: no later than January 31.	Section 4, par. 43.1
Management Plan Status	4/year. Reports to be submitted no later than April 30, July 30, October 30 and January 30.	Section 4, par. 43.3
Report of Proceedings	2/year. Reports to be submitted no later than November 30 and May 30.	Section 4, par. 45
Contract Performance Data Submission	Annual: no later than May 30 after fiscal year end.	Section 4, par. 46.4.1
Task Budget and Status Report	Monthly: no later than the 15 th of each calendar month.	Section 4, par. 46.6.1
Contract Budget and Status Report	Monthly, concurrent with submission of claim.	Section 4, par. 46.6.1
Resource Availability Report	As requested by DND.	Section 4, par. 46.7

SOW- Appendix 6
Acronyms (Glossary)

Acronym	Definition
ADP	Automatic Data Processing
ASTM	American Society of Testing Materials
CA	Contracting Authority
CAF	Canadian Armed Forces
CED	Contract Effective Date
CGSB	Canadian General Standards Board
CFE	Contractor Furnished Equipment
CFM	Contractor Furnished Material
CFSS	Canadian Forces Supply System
C/SPMS	Cost/Schedule Performance Measurement System
DDSAL	Director Disposal, Sales, Artifacts and Loans
DGMEPM	Director General Maritime Equipment Program Management
DND	Department of National Defence
DRMIS	Defence Resource Management Information Systems
EMS	Environmental Management System
GFE	Government Furnished Equipment
GFI	Government Furnished Information
GFF	Government Furnished Facility
GOCO	Government-Owned Contractor-Operated
GQA	Government Quality Assurance
GSM	Government Supplied Material
IV&V	Independent Verification & Validation
MGT	Minimum Guaranteed Throughput
NDHQ	National Defence Headquarters
NMC	NETE Management Committee
NETE	Naval Engineering Test Establishment
NMA&S	Naval Material Acquisition and Support

RCN	Royal Canadian Navy
RRR	Review and Refine Requirements
SDS	Sustainable Development Strategy
SOW	Statement of Work
SRCL	Security Requirements Check List
TB	Treasury Board
TCR	Task Change Request
T&E	Test & Evaluation
WHMIS	Workplace Hazardous Materials Information System



REQUEST FOR PROPOSAL (RFP)

[COMPETITIVE PROCUREMENT MODEL DOCUMENT]

ECONOMIC IMPACT ASSESSMENT (EIA)

ANNEX

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1 DEFINITIONS

- 1.1 For the purpose of the Economic Impact Assessment (EIA), unless otherwise specified, the following definitions apply:
- 1.1.1 **Canadian Related Operations:** means the sum of industrial activities in Canada that are in lines of business of the Product;
- 1.1.2 **Consortia Partners:** means service(s) provider(s) and Product(s) manufacturer(s) identified in the bid documentation. Assessment of Product(s) sub-contractors is only applicable when Product identification is documented by independent research organizations. Product(s) sub-contractors at Tier One Supplier level are determined by the independent research organizations;
- 1.1.3 **Decline Stage:** means the stage of the Product Life Cycle that occurs when Product Sales are declining in volume following the Maturity Stage;
- 1.1.4 **Enterprise:** means a legal operating entity that performs industrial activities in Canada;
- 1.1.5 **Identified Enterprise:** means an Enterprise that manufactures a Product;
- 1.1.6 **Exports:** means the total Sales from Canada to foreign markets on an annual basis;
- 1.1.7 **Growth Stage:** means the stage of the Product Life Cycle that occurs when Product Sales are growing following the Introduction Stage;
- 1.1.8 **Input-Output Direct Job Multipliers:** means Statistics Canada's multipliers designed to estimate the impact on the direct employment that occur across the Canadian economy;
- 1.1.9 **Input-Output Indirect Job Multipliers:** means Statistics Canada's multipliers designed to estimate the impact on the manufacturing and supply chain footprint that occur across the Canadian economy;
- 1.1.10 **Introduction Stage:** means the stage of the Product Life Cycle that occurs when the Product is launched;
- 1.1.11 **Jobs:** means employment impacts that will be measured on an annual average basis and measured in terms of full-time equivalent employment;
- 1.1.12 **Manufacture:** means the production of articles for use from raw or prepared material by giving these materials new forms, qualities and properties or combinations whether by hand or by machinery. To eliminate doubt, this includes assembly;
- 1.1.13 **Maturity Stage:** means the stage of the Product Life Cycle that occurs when the Product Sales have achieved a stable level following the Introduction and Growth Stages;
- 1.1.14 **North American Industry Classification System:** means Statistics Canada's industry classification system developed by the statistical agencies of Canada, Mexico and the United States;
- 1.1.15 **Product:** means a manufactured good;
- 1.1.16 **Product Life Cycle:** means the different phases of a Product's evolution in its commercialisation life: Introduction, Growth, Maturity, and Decline Stages;
- 1.1.17 **Product Sales:** means the total annual dollar value of Sales for the Product at its most closely related Product Life Cycle stage;
- 1.1.18 **Sales:** means the total annual dollar value of revenue derived from Products;
- 1.1.19 **Tier One Supplier:** means a company that performs a specific portion of the work directly for the Product manufacturer(s), and,

- 1.1.20 **Trade Related Action:** means a trade remedy action petitioned by the bidder and/or Consortia Partners, as well as their respective affiliates and/or subsidiaries in any jurisdiction that relates to a Product manufactured in whole or in part in Canada.

2 EIA PROCESS

- 2.1 Canada will commence the EIA process by undertaking a review to determine if any of the bidder and/or the Consortia Partners, as well as their respective affiliates and/or subsidiaries have petitioned any Trade Related Actions.
- 2.2 Canada will identify Trade Related Actions, the market from which they were initiated and the impacted Product(s).
- 2.3 The EIA will assess all Trade Related Actions petitioned within two years of the bid closing date and until the date of contract award.
- 2.3.1 The EIA will be performed immediately after bid closing date and prior to contract award.
- 2.4 The EIA will measure the potential impact of Trade Related Actions on three indicators: i) direct employment (measured in Jobs), ii) manufacturing and supply chain footprint (measured in Jobs), and iii) Exports (measured \$ millions).
- 2.5 The results of the EIA are not final until the date of contract award, which will be updated to assess if any new Trade Related Actions are petitioned up to this time.
- 2.6 EIA results will be finalized on the date of contract award.
- 2.7 The EIA will result in a reduction of up to 10 percentage points from the overall evaluation score, commensurate with the severity of the potential economic impact.
- 2.8 As part of Canada's assessment, the bidder will be provided an opportunity to review their initial EIA result to identify errors of fact, calculation or omission as described in Article 4.
- 2.9 The EIA will rely on publicly available information from Statistics Canada and independent research organizations such as Avascent, Forecast International, Janes, and Teal Group.

3 EIA METHODOLOGY

3.1 Overview

- 3.1.1 When a Trade Related Action is identified, Canada will determine the pool of Enterprises that may be impacted (Identified Enterprises) by the loss of access to the market from which it was initiated.
- 3.1.2 For each Identified Enterprise, a market analysis will be undertaken as per Article 3.2 (Market Analysis) to determine whether the Trade Related Action has negatively impacted Product Sales, the viability of the impacted Product or the viability of the entire Canadian Related Operation.
- a) A threshold of 30% will be used to assess the severity of impact.
- 3.1.3 Based on the market analysis, the impact on the indicators identified in Article 2.4 will be calculated as per Article 3.3 (Impact Analysis).
- 3.1.4 The impact for each indicator will be benchmarked against the industry average as per Article 3.4 (Industry Assessment) to determine the severity in relation to the broader Canadian industry and to calculate a score for each indicator.
- 3.1.5 The EIA score will be a weighted sum of these indicators as per Article 3.5 (EIA Scoring).

- 3.1.6 The EIA will be measured in Canadian dollars. Foreign currencies will be converted to Canadian dollars based on Bank of Canada's 12 month average at the date of assessment.

3.2 Market Analysis

- 3.2.1 Where the Identified Enterprise had no (0%) actual or forecasted Product Sales to the market from which the Trade Related Action was initiated, no further assessment will be required. The Trade Related Action will be deemed to have had no impact on the Identified Enterprise and result in an EIA score of zero (0).
- 3.2.2 Where the market from which the Trade Related Action was initiated makes up more than 0%, but less than 30% of actual or forecasted Product Sales from the Identified Enterprise, risk will be deemed to be limited to Product Sales. The market assessment will be low and the percentage of Product Sales for which the identified market accounts will be used in determining the potential impact on the indicators identified in Article 2.4.
- 3.2.3 Where the market from which the Trade Related Action was initiated makes up 30% or more of actual or forecasted Product Sales, the Canadian Related Operations for each Identified Enterprise will be determined.
- 3.2.4 Where Product Sales make up less than 30% of the Canadian Related Operations' Sales, the risk will be deemed to be for the entire Product. The market assessment will be Medium and 100% of the Product Sales will be used in determining the potential impact on the indicators identified in Article 2.4.
- a) Where Product Sales make up 30% or more of the Canadian Related Operations' Sales, risk will be deemed to extend to the viability of the entire Canadian Related Operations. The market assessment will be high and 100% of the Canadian Related Operations' Sales will be used in determining the potential impact on the indicators identified in Article 2.4.

3.3 Impact Analysis

- 3.3.1 The Product (for low to medium market analysis) or the Canadian Related Operations (for high market analysis) as per Article 3.2 will be reviewed and matched with the most closely related North American Industry Classification System (NAICS) code in order to identify the latest and most closely related Input-Output Direct Job Multipliers and Input-Output Indirect Job Multipliers.
- 3.3.2 The impact on Products will be assessed at the Maturity or Decline Stages of a Product's Life Cycle at time of the Trade Related Action. The Product's Life Cycle will be based on market analysis from independent research organizations such as Avascent, Forecast International, Janes, and Teal Group.
- 3.3.3 The following formulas will be used to determine the potential impact on direct employment, manufacturing and supply chain footprint, and Exports for each Identified Enterprise:

Market Analysis	Negative Impact on direct employment (measured in Jobs) for each Identified Enterprise
Low	<i>Percentage share of Product Sales to the market from which the Trade Related Action was initiated × Product Sales in Million × Input – Output Direct Job Multiplier</i>
Medium	<i>Product Sales in Million × Input – Output Direct Job Multiplier</i>
High	<i>Sales for the Canadian Related Operations in Million × Input – Output Direct Job Multiplier</i>

Market Analysis	Negative Impact on manufacturing and supply chain footprint (measured in Jobs) for each Identified Enterprise
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Low	<i>Percentage share of Product Sales to the market from which the Trade Related Action was initiated × Product Sales in Million × Input – Output Indirect Job Multiplier</i>
Medium	<i>Product Sales in Million × Input – Output Indirect Job Multiplier</i>
High	<i>Sales for the Canadian Related Operations in Million × Input – Output Indirect Job Multiplier</i>

Market Analysis	Negative Impact on Exports (measured in \$M) for each Identified Enterprise
Low	<i>Percentage share of Product Sales to the market from which the Trade Related Action was initiated × Product Sales</i>
Medium	<i>Product Sales × Percentage share of international Product Sales</i>
High	<i>Export of the Canadian Related Operations</i>

- 3.3.4 For each indicator used to calculate the EIA score as per Article 3.5, the overall impact on an industry will be calculated as the sum of the impacts on each Identified Enterprise of that industry.

3.4 Industry Assessment

- 3.4.1 The following formulas will be used to determine the industry average using the corresponding NAICS codes; the latest and most closely related Input-Output Direct Job Multiplier(s) and Input-Output Indirect Job Multiplier(s), where necessary; and the annual industry Sales, Jobs, and Exports from Statistics Canada's data files:

Indicators	Industry Average
Direct Employment	$\frac{\text{Annual industry level employment}}{\text{Number of Enterprises in the respective industry}}$
Manufacturing and Supply Chain Footprint	$\frac{\text{Annual industry Sales} \times \text{Input – Output Indirect Job Multiplier}}{\text{Number of Enterprises in the respective industry}}$
Exports	$\frac{\text{Annual industry level Export volumes}}{\text{Number of Enterprises in the respective industry}}$

3.5 EIA Scoring

- 3.5.1 A score for direct employment, manufacturing and supply chain footprint, and export will be calculated using the following formula:

$$\text{Score} = - \left(\frac{\text{Impact} \times \left(\frac{10}{2}\right)}{\text{Industry Average}} \right)$$

- With zero (0) being no potential impact, $\left[\frac{10}{2}\right]$ being potential impact equal to the industry average, and with all scores over the maximum being normalized to minus 10 percentage points.
- Scores will be calculated to the first decimal place.

- 3.5.2 A weighted sum will then be calculated as follows to determine the final EIA score:

Economic Impact Indicators	Weighted Sum
Direct Employment	A: <i>Direct employment score</i> × 30%
Manufacturing and Supply Chain Footprint	B: <i>Manufacturing and Supply Chain Footprint Score</i> × 30%
Export	C: <i>Export Score</i> × 40%
EIA SCORE	A+B+C

- 3.5.3 In the event a Trade Related Action impacts multiple industries, an EIA will be performed for each industry. A sum of each industry will be used to calculate the EIA score. All summed scores over the maximum points will be normalized to minus 10 percentage points.
- 3.5.4 In the event the bidder and/or the Consortia Partners, as well as their respective affiliates and/or subsidiaries initiate multiple Trade Related Actions simultaneously, an EIA will be performed for each Trade Related Action. A sum of each Trade Related Action score will be used to calculate the EIA score. All summed scores over the maximum points will be normalized to minus 10 percentage points.

4 EIA SCORE REVIEW PROCESS

- 4.1 Canada will provide a written notice to all bidders after the EIA score has been calculated.
- 4.2 Should the EIA score calculated by Canada be different than zero, the written notice will include the following:
- a) A list of all identified Trade Related Actions including the market from which they were initiated, the impacted Product(s), and the associated Identified Enterprise(s).
 - b) Sources for data used in the EIA calculation and the date of data extraction. In cases where Statistics Canada data was used, the data itself will be shared. For other sources, note that the level of information that Canada may be able to provide may be limited for reasons of intellectual property.
 - c) The results of Canada's EIA calculations.
- 4.3. The bidder is invited to identify to Canada in writing, no later than 14 calendar days of issuance of the notice, any errors of fact, calculation or omission in Canada's calculations.
- 4.4. Canada may request additional information or clarification from the bidder. The bidder will have 14 calendar days from Canada's request to provide such information.
- 4.5. If Canada receives new information from the bidder in accordance with Articles 4.3 and 4.4, Canada will review feedback and information received from the bidder, and will calculate, at its own determination, the final EIA adjustment score which will be communicated to the bidder.