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PART 1 - GENERAL INFORMATION

Security Requirements

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

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

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

1.1.3 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.

1.2 Statement of Work

1.2.1 Under the National Shipbuilding Strategy (NSS), Canada has formed partnerships with two Canadian shipyards to deliver much needed vessels to the Royal Canadian Navy and the Canadian Coast Guard.

To assist in this endeavour, Canada requires third party independent expert services in the Earned Value Management System information submitted by the three Canadian shipyards. Specifically, the National Shipbuilding Strategy Program Management Office (NSS PgMO) requires the analytical services of independent third party experts to support the development of quality Earn Value Management System information. The resulting analyses will be used to support informed decision making by various stakeholders within the federal government.

1.2.2 The Work to be performed is detailed under Annex A - Statement of Work of the resulting contract clauses.

1.3 Non-Disclosure Agreement

This procurement will require a Non-Disclosure Agreement between the successful Bidder and each shipyard, currently Vancouver Shipyards Ltd., Irving Shipbuilding Inc. and Chantier Davie Canada Inc., prior to the start of the work.

1.4 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.

1.5 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization – Agreement on Government Procurement (WTO-AGP).

1.6 Canada Post Corporation's (CPC) Connect service

This bid solicitation allows bidders to use the CPC 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.

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](#) ([2022-03-29](#)) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

Subsection 11 of [2003](#), Rights of Canada of 2003, Standard Instructions Goods and Services is amended as follows:

- a) Insert: h) accept, or waive, a non-material error of form in a Bidder's proposal or, where practical to do so, request a Bidder to correct a non-material error of form in the Bidder's proposal provided there is no change in the price quoted.

2.2 Submission of Bids

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

Bid Receiving Unit – PWGSC NCR
Core 0B2 – Door 103
Place du Portage, Phase III
Gatineau, PQ K1A 0S5

Note: For Bidders choosing to submit using Canada Post Corporation's (CPC) Connect service for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.pareceptiondessomissions-apbidreceiving.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 a CPC Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through a CPC Connect message if the bidder is using its own licensing agreement for CPC Connect service.

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.

2.3.1 Definitions

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

- 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 pension period does not include the period of severance pay, which is measured in a like manner.

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

2.3.2 Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information, for all 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.

2.3.3 Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a) name of former public servant;
- b) conditions of the lump sum payment incentive;
- c) date of termination of employment;
- d) amount of lump sum payment;
- e) rate of pay on which lump sum payment is based;
- f) period of lump sum payment including start date, end date and number of weeks;
- 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 5 (five) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.6 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)
- (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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications
Section IV: Additional Information

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies)
Section II: Financial Bid (1 hard copies)
Section III: Certifications (1 hard copies)
Section IV: Additional Information (1 hard copies)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3) Unless otherwise noted, bidders are encouraged to submit bids electronically. If hard copies are required, bidders should:
 - a. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

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

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in **Canadian funds** and in accordance with the **Financial Evaluation Table on Page 71-72** of this document.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment “3” Electronic Payment Instruments, to identify which ones are accepted.

If Attachment “3” 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.

3.1.2 SACC Manual Clauses

Section III: Certifications

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

Section IV: Additional Information

3.1.3 In Section IV of their bid, bidders should provide:

- a) the legal name of the business;
- b) their Procurement Business Number (PBN)
- c) the name of the contact person (including the person's mailing address, phone numbers and email address) authorized by the Bidder to enter into communication with Canada with regards to their bid and any contract that may result from their bid;
- d) for Part 2, article 2.3, Former Public Servant, of the bid solicitation: the required answer to each question; and , if the answer is “yes”, the required information.

3.1.4 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

- a) As indicated in Part 1 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

- b) 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, as indicated in Part 1, clause 1.1, Security Requirements.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including technical, *and* financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria and Point Rated Technical Criteria

Mandatory and Point Rated Technical Criteria are included in Attachment 1.

4.1.2 Financial Evaluation (A0222T – 2014-06-26)

1. The price of the bid will be evaluated as follows:
 - a. Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
 - b. foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.
2. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
3. Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.
4. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

4.2 Basis of Selection

4.2.1 To be declared responsive, a bid must:

- a) comply with all the requirements of the bid solicitation;
- b) meet all the mandatory evaluation criteria;
- c) obtain the required minimum of 75 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 105 points.

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

4.2.2 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 75% for the technical merit and 25% for the price.

4.2.3 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 75%.

- 4.2.4 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 25%.
- 4.2.5 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 4.2.6 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.
- 4.2.7 The table below illustrates an example where all three bids received are responsive and the selection of the Contractors is determined by a 75/25 ratio of the technical merit and price, respectively. The total available points equals 105 and the lowest evaluated price is \$353,375.00.

Basis of Selection – Highest Combined Rating of Technical Merit (75%) and Price (25%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		79/105	93/105	81/105
Bid Evaluated Price		\$353,375.00	\$405,000.00	\$375,000.00
Calculations	Technical Merit Score	$(79/105) \times 75 = 56.43$	$(93/105) \times 75 = 66.43$	$(81/105) \times 75 = 57.86$
	Pricing Score	$(353.38) \times 25 = 25$	$(353.38/405) \times 25 = 21.81$	$(353.38/375) \times 25 = 23.55$
Combined Rating		81.43	88.24	81.41
Overall Ranking		3 rd	1 st	2 nd

Based on the Scoring in the above Table, and the established Basis of Selection, a contract would be awarded to Bidder 2.

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 declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided 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](#) website.

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 Conflict of Interest Declaration Certification – Required Documentation

See Attachment 2

5.2.3.2 Education and Experience

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

5.2.3.3 SACC Manual clause A3010T (2010-08-16) Education and Experience

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements (will be modified once Contractor has been selected. Canadian/Foreign – country specific security clauses)

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

6.1.1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).

6.1.1.2 The Contractor/Offeror personnel requiring access to PROTECTED information, assets or site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CSP, PWGSC, the Contractor/ personnel MAY NOT HAVE ACCESS to PROTECTED) information or assets, and MAY NOT ENTER sites where such information or assets are kept, without an escort.

6.1.1.3 The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CSP, PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B.

6.1.1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

6.1.1.5 The Contractor/Offeror must comply with the provisions of the:

Security Requirements Check List, attached at Annex C;
Contract Security Manual (Latest Edition)

6.1.2 Contractor's Sites or Premises Requiring Safeguarding Measures

6.1.2.1 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

6.1.2.2 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 of document safeguarding capability.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2010B](#) (2022-01-28), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

[4007](#) (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information.

[4009](#) (2013-06-27), Professional Services – Medium Complexity apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to 31 March 2025 inclusive

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 7 additional year(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jason Kwan
Supply Team Leader
Defence and Marine Strategic Program Management Sector
Defence and Marine Procurement Branch
Acquisitions Program
Public Works and Government Services Canada
Ottawa, Ontario

Telephone: 613-415-7797
E-mail address: Jason.Kwan@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.

6.5.2 Project Authority

The Project Authority for the Contract is:

Gary McGee
Senior Director
National Shipbuilding Strategy Performance Management Directorate
Defence and Marine Program Management Sector
Defence and Marine Procurement Branch
Acquisitions Program
Public Works and Government Services Canada
Gatineau, Quebec

Telephone: 613-943-3489
E-mail address: Gary.McGee@tpsgc-pwgsc.gc.ca

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

6.5.3 Contractor's Representative

To be filled in at contract award

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment: Fixed time rate – Limitation of expenditure.

For the Work described in the Statement of Work at annex A:

The Contractor will be paid for the Work performed in accordance with the Basis of payment at annex B, to a limitation of expenditure of \$_____ (**insert the amount at contract award**). Customs duties are included and Applicable Taxes are extra.

6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$_____. 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.

6.7.3 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 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 all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.
3. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

6.7.4 Electronic Payment of Invoices – Contract

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

Direct Deposit (Domestic and International);
Electronic Data Interchange (EDI);
Wire Transfer (International Only);

6.7.5 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

6.8 Invoicing Instructions – Progress Payment Claim – Supporting Documentation required.

- 6.8.1 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;
- 6.8.2 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.
- 6.8.3 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.
- 6.8.4 The Contractor must prepare and certify one original and two (2) copies of the claim on form [PWGSC-TPSGC 1111](#), and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place. The Project Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
- 6.8.5 The Contractor must not submit claims until all work identified in the claim is completed.

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.9.2 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.

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions [4007](#) (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the supplemental general conditions [4009](#) (2013-06-27), Professional Services – Medium Complexity;
- (d) the general conditions [2010B](#) (2022-01-28), Professional Services (Medium Complexity)
- (e) Annex A, Statement of Work;
- (f) Annex C, Security Requirements Check List;
- (g) the Contractor's bid dated _____ ([insert date of bid](#))

6.12 Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

6.13 Foreign Nationals (Foreign Contractor)

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

6.14 Insurance Requirements

6.14.1 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General 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 \$2,000,000 per accident or occurrence and in the annual aggregate.
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.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. 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.
 - d. 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.
 - e. 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.
 - f. 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.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. 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.
 - j. 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.
 - k. 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.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. 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.

6.14.2 Errors and Omissions Liability Insurance

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 \$1,000,000 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.

6.15 Conflict of Interest Management Requirements

6.15.1 Introduction

In order to ensure the independence and ongoing integrity of the assistance provided by the Contractor to Canada, the Contractor must be and remain independent from the NSS shipyards (currently Vancouver Shipyards and Irving Shipyards Incorporated and Chantier Davie Canada Inc, which maybe amended to include additional Shipyards), its major suppliers or partners, and other entities with which Canada is negotiating or conducting ship design or shipbuilding-type work for the National Shipbuilding Strategy (NSS). (The current Ship Building Projects are the Offshore Fisheries Science Vessels (OOSV), Offshore Oceanographic Science Vessel (OFSV), Joint Support Ship Project (JSSP), Artic and Offshore Patrol Ships (AOPS) and Canadian Surface Combatant (CSC) projects, which maybe amended to include additional NSS Projects), such as, without limitation, a ship integrator or provider of in-service support.

Definitions:

T3PEA Team (Team): includes all Contractor, Subcontractor and consultant personnel performing Work pursuant to this Contract, including employees, experts and support staff.

Conflict of Interest and Values and Ethics Codes for the Public Service: is as defined in the 2010B(2020-05-28) - General Conditions – Medium Complexity – Professional Services.

6.15.2 Relationships

For the purposes of this Contract, Contractor relationships that fall under the following two categories of types of relationships would be, or be perceived to be, a Conflict of Interest:

- a) **Relationship Type A:** where the Contractor, its affiliates or Team member(s) has a financial interest in an entity listed at paragraph 6.15.4
- b) **Relationship Type B:** where the Contractor, its affiliates or Team member(s) trades goods or services with, or otherwise performs work for, an entity listed at paragraph 6.15.4.

The Contractor, its affiliates and Team members must not have a Type A relationship.

The Contractor, its affiliates and Team members must not have a Type B relationship where the goods or services traded, or the work otherwise performed, is related to any active Government of Canada's Marine procurement projects including, but not limited to, the OOSV, OFSV, JSS, AOPS or CSC projects. If the Contractor, its affiliates and/or Team members has a Type B relationship for other work (whether it is for the Government of Canada or another entity), the Contractor must adhere to the restrictions as described at paragraph 6.15.3.

The list of entities at paragraph 6.15.4 can be amended periodically at Canada's discretion to include other organizations which, at the time of the issuance of this Contract, are as-yet unknown to Canada, but with which Canada will be conducting shipbuilding, ship design work, or in-service support for the NSS Projects (currently the OOSV, OFSV, JSS, AOPS, and CSC projects), such as, without limitation, a ship integrator, repairer or provider of in-service support.

The Contractor must continually disclose the nature of its relationship(s) as described herein for the life of the Contract, by providing a revised Certification of Relationships and Relationship Management Form (Attachment to this RFP) to the Contracting Authority, as either:

- a) The Contractor's relationship(s) with any of the entities listed at paragraph 6.15.4 changes;
- b) A new entity is added to the list at paragraph 6.15.4.

6.15.3 Relationship-Containment Restrictions

This clause 6.15.3 applies only to the extent that an allowable Type B relationship exists.

Only Team members may be involved in Work pursuant to this Contract. Team members must not discuss the Work with persons outside of the Team;

Team members must not perform or have access to other work that would create a situation, or could be perceived to create a situation, of Conflict of Interest. Such work must not be discussed with Team members;

The contents of files including but not limited to information, data, documentation, communications, etc., relating to Work pursuant to this Contract must be segregated, both physically and electronically, in a secure format such that only the members of the Team have access to said files;

Team members must only perform Work in offices and workstations that are separate from non-Team members, or otherwise adequately secure locations;

The Contractor must have a written policy, shared with all employees, Subcontractors and consultant personnel, that describes these requirements, and that includes provisions such that the breach of these requirements could result in sanctions up to and including dismissal or termination of contract for default;

The Contractor must ensure that all Team members agree in writing that he/she understands, accepts, and will adhere to the policy as described in the immediate previous paragraph above.

6.15.4 List of Entities

- a) Vancouver Shipyards Co. Ltd.
- b) Seaspan ULC
- c) Irving Shipbuilding Inc.
- d) Bath Iron Works
- e) Fleetway Inc., Canada
- f) Lockheed Martin Canada Inc., Canada
- g) Odense Maritime Technology A/S, Denmark
- h) Alion Science and Technology Canada
- i) Computer Sciences Canada Inc., Canada
- j) Imtech Marine & Offshore B.V., Netherlands
- k) STX Canada Marine Inc., Canada
- l) Thales Canada Inc.
- m) BMT Fleet Technology Ltd.
- n) Oceanic Consulting Corporation
- o) Chantier Davie Canada Inc.
- p) Vard Marine, Vard Group AS and subsidiaries
- q) Serco Inc, and Serco Group PLC and subsidiaries
- r) Gibbs & Cox Inc
- s) Kearney Public Sector and Defense Services, LLC
- t) Systems Planning & Analysis, Inc.
- u) Ross Business Advisory Services, inc.
- v) KPMG LLP (Canada)
- w) QinetiQ Ltd
- x) Commerce Decisions Ltd
- y) NAVSEA (US) (excluding the Navy international Programs Office)
- z) HKA Global (Canada) Inc , (formerly known as Knowles Consultancy Services Inc.
- aa) The Avascent Group Ltd
- ab) Weir Canada Ltd
- ac) Pennant Canada Limited
- ad) PSC The Public Sector Company Limited
- ae) BAE systems Inc.

6.16 Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Attachment 5, and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.

6.17 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 agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

ANNEX "A" STATEMENT OF WORK

Earned Value Management Services for the National Shipbuilding Strategy

Purpose

The purpose of this statement of work (SOW) is to describe the work the Contractor will provide to Canada. It outlines the requirements for gathering and consolidating schedule and earned value management data from various project offices and providing earned value management services, to the project management offices, in accordance with the National Defense Industrial Association's (NDIA) *Earned Value Management Systems EIA-748-D Intent Guide*.

Background

In 2010 the Government of Canada established the National Shipbuilding Strategy (NSS), a long-term program to renew Canada's federal fleet of combat and non-combat vessels. Partnerships were formed with two Canadian shipyards, one per coast, to deliver much-needed vessels to the Royal Canadian Navy and the Canadian Coast Guard. The strategy provides economic benefits to Canadians and rebuilds our country's shipbuilding industry. Currently a third shipyard is being assessed to deliver vessels under NSS.

In response to the 2021 NSS Report of the Office of the Auditor General, Canada will consolidate schedule and earned value management data from all NSS projects, as per Annex A.5 to strengthen the oversight, performance management, reporting capabilities of the NSS program. The outcome of this implementation will provide the timely and reliable information required to enable the proactive management of cost and schedule issues, measurement of the effectiveness of implemented risk mitigation strategies and instill probity in program reporting.

Scope of Work

- 1.1. The scope of work to be performed by the Contractor, on a schedule as described in Annex A.1, include the following activities:
 - 1.1.1. Provide Earned Value Management (EVM) and scheduling consulting services: Provide EVM consulting services and advice in accordance with the National Defense Industrial Association (NDIA) "[Earned Value Management Systems EIA-748-D Intent Guide](#)";
 - 1.1.2. Develop Work Breakdown Structures (WBS): a high-level work breakdown structure (WBS) to encompass the scope of the various NSS projects;
 - 1.1.3. Develop Integrated Master Schedules: Gather and consolidate schedule data from the various NSS shipbuilding programs, in accordance with Annex A.5 to produce summary schedules;
 - 1.1.4. Report EVM Metrics: consolidate earned value management data from the various NSS project management offices to produce consolidated EVM metrics reports;
 - 1.1.5. Generate schedule risk assessments: Gather and consolidate schedule data to identify slippage;
 - 1.1.6. Provide Surveillance Audit Support: Support Canada with earned value management surveillance audits, in accordance with [NDIA Surveillance Guide, Revision 3](#), as required; and
 - 1.1.7. Develop Data Models for Business Intelligence: Using the EVM data, provided by Canada, the Contractor will prepare "Integrated Program Management Data and Analysis Report" (IPMDAR) ([DL-MGMT-81861C](#)) and provide support for the creation of a data model, for business intelligence purposes.

Project Requirements

1.2. General Requirements

- 1.2.1. The Contractor must prepare, deliver, and maintain all deliverables in accordance with the contract data requirements list (CDRL) in Annex A.1.
- 1.2.2. The Contractor must deliver the deliverables, outlined in Annex A.1 using the data requirements, that are detailed in the Data Item Descriptions (DIDs), listed in Annex A.2 -- .
- 1.2.3. The CDRL identifies the associated DID, review type, review period, frequency and submission timings for deliverable data.
- 1.2.4. The DID identifies the preparation instructions for the deliverable, including format and content requirements.
- 1.2.5. The Contractor may include additional content to deliverables, if relevant, and must be approved by the Project Authority (PA) and Contract Authority (CA).
- 1.2.6. The Contractor must clearly indicate the CDRL number, on each deliverable listed in Annex A.2 -- , when submitting deliverables to the PA and CA.
- 1.2.7. All deliverables submitted to Canada and are listed in Annex A.1 must be approved by the PA and CA.
- 1.2.8. Any discrepancies between the NDIA "[Earned Value Management Systems EIA-748-D Intent Guide](#)" and this Statement of Work shall be reported to the PA. The PA will provide instructions on how to proceed.
- 1.2.9. All DIDs must be delivered in the following electronic formats, unless otherwise stated in the DID:

Document Type	Draft Format	Final Format
Text-based documents	Microsoft Word (.docx)	Portable Document Format (.pdf) and Microsoft Word (.docx)
Risk register	Microsoft Excel (.xlsx)	PDF (.pdf), Excel (.xlsx), and Comma separated values (.csv) if applicable and upon request
Graphical-based representations	Microsoft Visio (.vsdx) or WBS Schedule Pro	Microsoft Visio (.vsdx) or WBS Schedule Pro and Portable Document Format (.pdf)
Spreadsheet-based documents	Microsoft Excel (.xlsx)	PDF (.pdf), Excel (.xlsx), and Comma separated values (.csv) if applicable and upon request

Document Type	Draft Format	Final Format
Tabular work breakdown structure	Primavera P6 (.xer), Microsoft Project (.mpp), or format approved by Canada and Microsoft Excel (.xlsx)	Primavera P6 (.xer), Microsoft Project (.mpp), or format approved by Canada and Microsoft Excel (.xlsx)
Work breakdown structure graphical view	Microsoft Visio (.vsdx) or WBS Schedule Pro	Microsoft Visio (.vsdx) or WBS Schedule Pro and Portable Document Format (.pdf)
High level schedule	Primavera P6 (.xer), Microsoft Project (.mpp), or format approved by Canada	Primavera P6 (.xer), Microsoft Project (.mpp), or format approved by Canada
Monthly and Quarterly EVM Reports	Microsoft Word (.docx), Microsoft Excel (.xlsx), and Microsoft Power BI (.pbix),	Microsoft Word (.doc), Microsoft Excel (.xlsx), Microsoft Power BI (.pbix), and Portable Document Format (.pdf)
Presentations	Microsoft PowerPoint (.pptx)	Microsoft PowerPoint (.pptx) and Portable Document Format (.pdf)

- 1.2.10 Where any discrepancies between §1.2.9, of this SOW, and Annex A.1 are found, §1.2.9, of this SOW will take precedence.
- 1.2.11 Where any discrepancies between §1.2.9, of this SOW, and Annex A.2 -- are found, §1.2.9, of this SOW will take precedence
- 1.2.12 The Contractor must perform work, outlined in Annex A.1 and Annex A.2 -- , using the NDIA [“Earned Value Management Systems EIA-748-D Intent Guide”](#). Canada may request the Contractor to use an updated version, as they are released, through a contract amendment. This applies to other reference documents, that may be updated, in this Statement of Work.

1.3. Project Management

- 1.3.1. The Contractor must prepare, deliver, and maintain the Project Management Plan in accordance with CDRL 001.
- 1.3.2. The Contractor must not proceed, with any subsequent work, until the Project Management Plan (CDRL 001) is approved by the PA.
- 1.3.3. The Contractor must perform project management in accordance with the Project Management Plan (CDRL 001).
- 1.3.4. The Contractor must prepare, deliver and maintain the Risk Register, for this contract, in accordance CDRL 002.
- 1.3.5. The Contractor must prepare, deliver to and maintain the High Level Integrated Master Schedule in accordance with CDRL 004.

Solicitation No. - N° de l'invitation
EN578-222504/B
Client Ref. No. - N° de réf. du client
EN578-222504

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

Buyer ID - Id de l'acheteur
003NSS
CCC No./N° CCC - FMS No./N° VME

1.3.6. The Contractor must prepare a Monthly Progress Report in accordance with CDRL 006.

1.3.7. The PA represents each of the following department Technical Authority (TA):

- 1) Department of National Defence (DND) and
- 2) Department of Fisheries and Oceans (DFO) and the Canadian Coast Guard (CCG).

The Contractor must include the PA and CA in all communications with any of the departmental TA.

1.4. High Level Program Work Breakdown Structure

1.4.1. The Contractor must prepare a high level program work breakdown structure in accordance with CDRL 003.

1.5. High Level Program Integrated Master Schedule

1.5.1. Using the integrated master schedule data provided from each project management office (PMO), the Contractor shall establish and maintain a High Level Program Integrated Master Schedule.

1.5.2. The Contractor must prepare, deliver and maintain a High Level Program Integrated Master Schedule in accordance with CDRL 004.

1.5.3. The Contractor must conduct a schedule and risk analysis in accordance with CDRL 005.

1.6. Earned Value Management Services and Advice

1.6.1. The Contractor shall analyze EVM data to provide required reports and advice.

1.6.2. The Contractor must analyze, prepare, deliver and maintain a monthly EVM report in accordance with CDRL 008, with data provided by Canada.

1.6.3. The Contractor must prepare, deliver and maintain a Quarterly EVM Report in accordance with CDRL 009.

1.7. Earned Value Management Surveillance Support

1.7.1. The Contractor must support Canada with EVM surveillance as requested.

1.7.2. The Contractor must prepare, deliver and maintain an EVMS Surveillance Report in accordance with CDRL 010.

1.7.3. The Contractor must assist Canada with performing an EVMS Surveillance analysis for each of the shipyards' EVMS for compliance with the [NDIA EVMS EIA-748-D](#) standard.

1.7.4. The Contractor must use the National Defense Industrial Association "[Surveillance Guide, Revision 3](#)" as a framework to perform EVMS Surveillance Reviews.

1.8. Data Model for Business Intelligence

1.8.1. The Contractor must create a common work breakdown structure data model, between the NSS shipyards and must follow the Government of Canada's "[Work Breakdown Structure for Canadian Forces Ships and Submarines](#)", and will be reviewed by the Project Authority.

- 1.8.2. The Contractor must develop an EVM data model that standardizes shipyard work breakdown structure component data, from NSS shipyards, into a single data model, in accordance with CDRL 011. The EVM Data Model must be developed in accordance with the United States Department of Defense (US DoD) Integrated Program Management Data Analysis Report (IPMDAR) ([DI-MGMT-81861C](#)) and will be reviewed and approved by the Project Authority.
- 1.8.3. The Contractor must develop a business specifications document for the technical development of an earned value management data model in accordance with CDRL 011.
- 1.8.4. The Contractor must maintain the data model and update CDRL 011 as required.
- 1.8.5. The Contractor must develop a high level conceptual data model (6.2.1.2 of PM-011), in accordance with CDRL 011. Subsequent work, under PM-011, must not be executed until the high level conceptual data model is approved by the Project Authority.
- 1.8.6. The Contractor must provide a graphical representation of the high level conceptual data model using [Object Role Modelling \(ORM\)](#).
- 1.8.7. The Contractor must assist Canada in the development of standardized NSS program performance reports accessible in a self-service analytics platform, provided by Canada, which include:
- 1) Earned Value Management metrics;
 - 2) Earned Schedule Metrics; and
 - 3) Risk data.
- 1.8.8. The Contractor must make the supplied resources, within this contract, available to employees, within the Government of Canada, to explain the EVM data model(s) and answer questions related to development and deployment of such models. This will be done through meetings and presentation upon request of the PA.

1.9. Meetings

- 1.9.1. The Contractor must participate in regularly scheduled meetings as outlined in Annex A.6
- 1.9.2. The Contractor must prepare a meeting agenda in accordance with CDRL 012 and must be approved by the PA.
- 1.9.3. The Contractor must participate in subsequent meetings, in addition to regularly scheduled meetings, at the request of Canada.
- 1.9.4. The Contractor must prepare meeting minutes for all meetings in accordance with CDRL 007.

1.10. Government Furnished Information

- 1.10.1. Canada will provide the Contractor with the required Production and Operational data to support the execution of the work. Any protected/classified information will be provided by Canada, through Microsoft® SharePoint.
- 1.10.2. Canada will provide appropriate access to the self-service analytics platform to facilitate the development of the required reports.
- 1.10.3. The Contractor may identify and request additional information from Canada to facilitate the development of third-party assessment reports. Canada will consider each request on an individual basis; however, Canada is not obligated to provide any additional information.

1.11 Official Languages

- 1.11.1. The Contractor must prepare, deliver and maintain all deliverables in English.
- 1.11.2. The Contractor and supplied resources must be able to communicate fluently in English.

1.12. Constraints

- 1.12.1. For work performed under this Contract a representative of Canada must be present for any discussions with the shipyards, its affiliates or subcontractors.
- 1.12.2. The Contractor may be required to liaise with Canada's onsite team at the shipyard in a collaborative, inclusive manner to define challenges, risks, issues, trends, etc. with a view to producing joint solutions.

1.13. Travel

- 1.13.1. The Contractor must conduct business at NSS Shipyards when required by Canada. The work will normally take place at the Contractor's location of work, except when travel is requested by the PA.
- 1.13.2. The Contractor may be required to travel to, and spend time, at the applicable shipyards for familiarization with personnel, the shipyards' schedules and risk programs, and the shipyards' method of developing financial proposals and estimates. All travel must be in accordance with the terms and conditions of the Contract, and must have the prior approval of the Project Authority and Contract Authority.

Annex A.1 -- Contract Data Requirements List (CRDL)

CDRL No.	Deliverable	First Submission	Frequency	Review & Response Period	Required DID No.	SoW Reference	Media	Deliver to
CDRL 001	Project Management Plan	Thirty (30) calendar days after contract award	Quarterly, following calendar year, starting January 1 st or on as-required basis	Ten (10) business days, by PA	PM-001	1.3.1	Electronic in .doc and .pdf file extensions	Project Authority and Contracting Authority by email
CDRL 002	Risk Register	Thirty (30) calendar days after contract award	Quarterly, following calendar year, starting January 1 st	Ten (10) business days, by PA	PM-002	1.3.4	Portable Document Format (.pdf) and Microsoft Excel (.xlsx)	Project Authority and Contracting Authority by email
CDRL 003	High Level Program Work Breakdown Structure	Thirty (30) calendar days after approval of CDRL 001 and PM-001	Once, every calendar month	Ten (10) business days, by PA	PM-003	1.3.5	Primavera P6 (.xer), Microsoft Project (.mpp), or format approved by Canada and Microsoft Excel (.xlsx)	Project Authority, Technical authority, and Contracting Authority by email

CDRL No.	Deliverable	First Submission	Frequency	Review & Response Period	Required DID No.	SoW Reference	Media	Deliver to
CDRL 004	High Level Program Integrated Master Schedule	Thirty (30) calendar days after approval of CDRL 003 and PM-003	Once, every calendar month	Ten (10) business days, by PA	PM-004	1.5.2	Primavera P6 (.xer), Microsoft Project (.mpp), or format approved by Canada, and Portable Document Format (.pdf)	Project Authority, Technical authority, and Contracting Authority by email
CDRL 005	Schedule and Risk Analysis	Thirty (30) calendar days after approval of CDRL 004	Once, every calendar month	Ten (10) business days, by PA	PM-005	1.5.3	Microsoft Word (.doc), Microsoft Excel (.xlsx), Microsoft Power BI (.pbix), and Portable Document Format (.pdf)	Project Authority, Technical authority, and Contracting Authority by email
CDRL 006	Monthly Progress Report	Thirty (30) calendar days after approval of CDRL 001	Once, every calendar month	Ten (10) business days, by PA	PM-006	1.3.6	Portable Document Format (.pdf) and Microsoft Word (.docx)	Project Authority and Contracting Authority by email
CDRL 007	Monthly meeting minutes	Thirty (30) calendar days after approval of CDRL 001	Once, every calendar month	Ten (10) business days, by PA	PM-007	1.9.4	Portable Document Format (.pdf) and Microsoft Word (.docx)	Project Authority and Contracting Authority by email

CDRL No.	Deliverable	First Submission	Frequency	Review & Response Period	Required DID No.	SoW Reference	Media	Deliver to
CDRL 008	Monthly EVM Report	Thirty (30) calendar days after approval of CDRL 001	Once, every calendar month	Ten (10) business days, by PA	PM-008	1.6.2	Microsoft Word (.doc), Microsoft Excel (.xlsx), Microsoft Power BI (.pbix), and Portable Document Format (.pdf)	Project Authority, Technical authority, and Contracting Authority by email
CDRL 009	Quarterly EVM Report	One (1), calendar year, quarter after approval of CDRL 001	Quarterly, following calendar year, starting January 1 st	Ten (10) business days, by PA	PM-009	1.6.3	Microsoft Word (.doc), Microsoft Excel (.xlsx), Microsoft Power BI (.pbix), and Portable Document Format (.pdf)	Project Authority, Technical authority, and Contracting Authority by email
CDRL 010	EVM Surveillance Report	As requested by the PA	As requested by the PA	Ten (10) business days, by PA	PM-010	1.7.2	Electronic in .doc and .pdf file extensions	Project Authority, Technical authority, and Contracting Authority by email
CDRL 011	Business Specifications for Data Model	Thirty (30) calendar days after approval of CDRL 001	Once, every calendar month	Ten (10) business days, by PA	PM-011	1.8.3	Electronic in .doc and .pdf file extensions	Project Authority and Contracting Authority by email

Solicitation No. - N° de l'invitation
EN578-222504/B
Client Ref. No. - N° de réf. du client
EN578-222504

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

Buyer ID - Id de l'acheteur
003NSS
CCC No./N° CCC - FMS No./N° VME

CDRL No.	Deliverable	First Submission	Frequency	Review & Response Period	Required DID No.	SoW Reference	Media	Deliver to
CDRL 012	Meeting agenda	Three (3) business days before a monthly or quarterly meeting	Once, every calendar month and Quarterly, following calendar year, starting January 1 st	Two (2) business days, by PA	PM-012	1.9.22	Electronic in .doc and .pdf file extensions	Project Authority and Contracting Authority by email

Annex A.2 -- Data Item Description (DID)

DID No.	DID Name
PM-001	Project Management Plan
PM-002	Risk Register
PM-003	High Level Work Breakdown Structure
PM-004	High Level Program Integrated Master Schedule
PM-005	Schedule and Risk Analysis
PM-006	Monthly Progress Report
PM-007	Monthly Meeting Minutes
PM-008	Monthly EVM Report
PM-009	Quarterly EVM Report
PM-010	EVM Compliance Report
PM-011	Business Specifications for Data Model
PM-012	Meeting Agenda

Data Item Description	
1. Title Project Management Plan	2. Identification Number PM-001
3. Description The project management plan describes the Contractor's processes and organization to execute the activities necessary to complete the statement of work. The project management plan will be used to provide Canada insight into the Contractor's project management practices and procedures.	
4. Approval date	5. Office of Primary Interest Public Services and Procurement Canada
6. Preparation Instructions: 6.1. Format: 6.1.1. The Project Management Plan will be in the Contractor's format. 6.2. Content: 6.2.1. The project management plan must describe the management processes and organizational structure that will be used to manage the work of the contractor. The project management plan must address the following: 6.2.2. The Project Management Plan must describe the method and tools employed to execute the contract. 6.2.3. The Project Management Plan must describe the Contractor's approach to risk management. 6.2.4. The Project Management Plan must describe the fields of the Risk Register. 6.2.5. The Project Management Plan must describe the Contractor's approach to consolidate all Earned Value Management data from the NSS project schedules as listed in Annex A.5 . 6.2.6. The Project Management Plan must describe the standards and processes used to: 6.2.6.1. Establish the high level WBS; 6.2.6.2. Integrate all of the NSS project schedules as listed in Annex A.5 into a single High Level Program Integrated Master Schedule (IMS); and 6.2.6.3. Explain the Contractor's EVMS methodology. 6.2.7. The Project Management Plan must include the roles and responsibilities of each of the Contractor's personnel assigned to the project.	

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| 6.2.8. | The Project Management Plan must contain a High Level Key Events and Milestones Log as an annex to display the mapping of high level key events and milestones from the High Level Program Integrated Master Schedule (IMS) to the individual project schedules from the PMOs for traceability purposes. |
| 6.2.9. | The High Level Key Events and Milestones Log must include the unique ID numbers, event and milestone names. |

Data Item Description	
1. Title Contract Risk Register	2. Identification Number PM-002
3. Description The contract risk register is maintained by the Contractor and identifies uncertain events or conditions, that if occurs, has a positive or negative impacts on one or more project objectives, in relation to the execution of this contract.	
4. Approval date	5. Office of Primary Interest Public Services and Procurement Canada
6. Preparation Instructions: 6.1. Format: 6.1.1. The Contract Risk Register is prepared in the Contractor's format. 6.2. Content: 6.2.1. The Risk Register must contain the risks relevant to the execution of this Contract and includes, at minimum: 6.2.1.1. Creation of an High Level Program Work Breakdown Structure 6.2.1.2. Creation of the High Level Program Integrated Master Schedule, 6.2.1.3. Consolidation of NSS EVM Data, 6.2.1.4. Creation of a standardized data model, and 6.2.1.5. Centralized NSS risk repository.	

Data Item Description	
1. Title High Level Program Work Breakdown Structure (WBS)	2. Identification Number PM-003
3. Description Consolidation of the NSS shipyards' high level scope to create a program level hierarchy of the work under the National Shipbuilding Strategy.	
4. Approval date	5. Office of Primary Interest Department of Public Works and Government Services Department of Fisheries and Oceans and the Canadian Coast Guard Department of National Defence
6. Preparation Instructions: 6.1. Format: 6.1.1. The Contractor must produce the WBS in MS Excel for a tabular view. 6.1.2. The Contractor must produce the WBS in MS Visio or WBS Schedule Pro for a graphical view and a Primavera P6 compatible format with a .XER file extension or another software approved by Canada and all applicable formats in 4.1.9. 6.2. Content: 6.2.1. The work breakdown structure must contain the following: 6.2.1.1. Level 0: National Shipbuilding Strategy 6.2.1.2. Level 1: Vessel Class. Refer to Annex A.5 . 6.2.1.3. Level 2: Vessel Class Ship # Individual ship for each project 6.2.1.4. Level 3: Vessel Class Ship # Project High Level Key Events and Milestones 6.2.2. The WBS elements for each vessel class is in Annex A.5 . 6.2.3. The high level program WBS must use unique, consistent and clear element naming conventions to increase usability and effectiveness of the WBS. 6.2.4. The WBS must include past and completed events.	

Data Item Description	
1. Title High Level Program Integrated Master Schedule (IMS)	2. Identification Number PM-004
3. Description Consolidation of key activities and milestones from the Integrated Master Schedules of NSS Project Management Offices to create a High Level Program Integrated Master Schedule for the National Shipbuilding Strategy. This is a high level schedule that will be used by Canada to track and monitor the progress of key events and milestones across the NSS Projects.	
4. Approval date	5. Office of Primary Interest Department of Public Works and Government Services Department of Fisheries and Oceans and the Canadian Coast Guard Department of National Defence
6. Preparation Instructions: 6.1. Format: 6.1.1. The Contractor must produce the High Level Program Integrated Master Schedule in a Primavera P6 compatible format with a .XER file extension or another schedule software tool agreed to by Canada. 6.1.2. The Contractor must provide a Portable Document Format (.pdf) and all applicable formats in 1.2.9. 6.1.3. The High Level Program Integrated Master Schedule must include the content as specified in DI-MGMT-81861A, "Integrated Program Management Report", Format 6. 6.2. Content: 6.2.1. The Contractor must duplicate the WBS in the scheduling software tool using the same numbering and naming conventions of the tabular/graphical views. 6.2.2. The High Level Program Integrated Master Schedule must decompose the approved Program WBS into the following High Level Key Events and Milestones as a minimum: 6.2.2.1. Vessel Class Ship # Start and completion of basic design (preliminary design); 6.2.2.2. Vessel Class Ship # Start and completion of functional design; 6.2.2.3. Vessel Class Ship # Start and completion of production design (detailed design); 6.2.2.4. Vessel Class Ship # Cut Steel (start); 6.2.2.5. Vessel Class Ship # Completion of panel line; 6.2.2.6. Vessel Class Ship # Start of Grand Blocking 6.2.2.7. Vessel Class Ship # Pre-Outfit complete; 6.2.2.8. Vessel Class Ship # Ship consolidation complete;	

- 6.2.2.9. Vessel Class Ship # Final outfitting complete;
- 6.2.2.10. Vessel Class Ship # Launch;
- 6.2.2.11. Vessel Class Ship # Start and completion of harbour acceptance trials (HATs);
- 6.2.2.12. Vessel Class Ship # Start and completion of sea acceptance trials (SATs); and
- 6.2.2.13. Vessel Class Ship # Delivery.
- 6.2.3. The dates for the high level key events and milestones must be gathered from the NSS Projects PMOs and updated quarterly.
- 6.2.4. The High Level Program Integrated Master Schedule's high level key events and milestone names must be identical to names used in the Projects' schedules.
- 6.2.5. The High Level Program Integrated Master Schedule must include the unique activity identification codes from the vessel project's schedules in a user defined field.
- 6.2.6. The High Level Program Integrated Master Schedule high level key events and milestone names must be unique and descriptive.
- 6.2.6.1. The Contractor must include dates for completed Key Events and Milestones.
- 6.2.6.2. The Contractor shall include forecast dates for Key Events and Milestones that are in progress and in the future.

Data Item Description	
1. Title Schedule and Risk Analysis	2. Identification Number PM-005
3. Description Schedule and risk analysis allows Canada to visualize project data through charts and graphs, providing Canada insight into the National Shipbuilding Strategy's performance.	
4. Approval date	5. Office of Primary Interest Department of Public Works and Government Services Department of Fisheries and Oceans and the Canadian Coast Guard Department of National Defence
6. Preparation Instructions: 6.1. Format: 6.1.1. The Risk Register must be prepared in the Contractor's format. 6.2. Content: 6.2.1. Produce the following and conduct schedule risk analysis at minimum: 6.2.1.1. Work that is completed; 6.2.1.2. Upcoming key events and milestones i.e. a 6 month or 12 month look-ahead; 6.2.1.3. Mitigation and actions needed if milestone cannot be met 6.2.1.4. Variance reports for the previous two months against the baseline dates; 6.2.1.5. Trend analysis of key events and milestones; and 6.2.1.6. Analysis of the schedule using the Earned Schedule methodology.	

Data Item Description	
1. Title Monthly Progress Report	2. Identification Number PM-006
3. Description The Contractor shall submit to Canada, on a monthly basis, a summary of progress made, regarding the execution of deliverables, under this Contract.	
4. Approval date	5. Office of Primary Interest Department of Public Works and Government Services
6. Preparation Instructions: 6.1 Format: 6.1.1. The monthly progress report will be prepared in the Contractor's format. 6.2 Content: 6.2.1. Executive Summary; 6.2.2. Consolidated progress to-date from the program schedule; 6.2.3. Changes, regarding the Contract, from previous submission; 6.2.4. Issues and resolutions; 6.2.5. Financial data: 6.2.5.1. Actuals for the current month and cumulative to-date, broken down by fiscal year and 6.2.5.2. Financial forecast; 6.2.6. Calendar of events/deliverables; and 6.2.7. Look ahead to the next submission.	

Data Item Description	
1. Title Monthly Meeting Minutes	2. Identification Number PM-007
3. Description Summary of proceedings regarding monthly meetings.	
4. Approval date	5. Office of Primary Interest Department of Public Works and Government Services Department of Fisheries and Oceans and the Canadian Coast Guard Department of National Defence
6. Preparation Instructions: 6.1. Format: 6.1.1. The format of the meeting minutes will be prepared in the Contractor's format 6.2. Content: 6.2.1. The Contractor must include a record of discussion regarding the meeting attended; 6.3. The meeting minutes must contain an entry for every Comment made by Canada on the Contractor's deliverables; 6.4. The meeting minutes must provide a format that enables the user to organize views of the information; 6.5. The meeting minutes must include a unique identification number for each Comment; 6.6. The meeting minutes must include the unique identification number of the deliverable that the comment was made against; 6.7. The meeting minutes must include the title of the deliverable the Comment was made against; 6.8. The meeting minutes must include the date the Comment was provided; 6.9. The meeting minutes must include the impact on the Project if the Issue identified in the Comment is not resolved; 6.10. The meeting minutes must include the current state of each Comment as one of the following states: 6.10.1. Open; 6.10.2. Closed; and 6.10.3. In progress; and 6.11. The meeting minutes must contain a list of actionable items, if applicable, and who is responsible for completing the outstanding action item.	

Data Item Description	
1. Title Monthly EVM Report	2. Identification Number PM-008
3. Description The monthly EVM report provides the Technical Authorities with insight on the progress of each shipbuilding project	
4. Approval date	5. Office of Primary Interest Department of Public Works and Government Services Department of Fisheries and Oceans and the Canadian Coast Guard Department of National Defence
6. Preparation Instructions: 6.1. Format: 6.1.1. The format of the monthly EVM report will be prepared in the contractor format. 6.1.2. The Contractor must provide an electronic in a .doc and .pdf format. 6.1.3. The Contractor must prepare the monthly EVM report in a self-service analytics platform designated by Canada. 6.1.4. Using the IPMR Format 1 reports from the NSS projects, the contractor will provide the analysis on the 6.2.1 elements broken down by Level 2 of SWBS for Labour and non labour categories. 6.2. Content: 6.2.1. The Contractor shall include the following analyses: 6.2.1.1. Vessel Class Ship # Planned Value (PV) 6.2.1.2. Vessel Class Ship # Earned Value (EV) 6.2.1.3. Vessel Class Ship # Actual Cost (AC) 6.2.1.4. Vessel Class Ship # Budget at Completion (BAC) 6.2.1.5. Vessel Class Ship # Cost Variance (CV) 6.2.1.6. Vessel Class Ship # Schedule Variance (SV) 6.2.1.7. Vessel Class Ship # Variance at Completion (VAC) 6.2.1.8. Vessel Class Ship # Cost Performance Index (CPI) 6.2.1.9. Vessel Class Ship # Schedule Performance Index (SPI) 6.2.1.10. Vessel Class Ship # Estimate at Completion (EAC) 6.2.1.11. Vessel Class Ship # Estimate to Complete (ETC) 6.2.1.12. Vessel Class Ship # To Complete Performance Index (TCPI) with EAC	

6.2.1.13. Vessel Class Ship # To Complete Performance Index (TCPI) with BAC

6.2.1.14. Vessel Class Ship # Undistributed Budget (UB)

6.2.2. Using the IPMR Format 4 from the NSS projects, the Contractor will provide a summarized staffing plan in a Format 4 format for each ship.

6.2.3. Assessment and advice on the aforementioned earned value metrics, of the individual vessel build programs, as outlined in Annex A.5.

Data Item Description	
1. Title Quarterly EVM Report	2. Identification Number PM-009
3. Description The quarterly EVM report provides a strategic analysis of the NSS program that cannot be achieved by analyzing individual shipbuilding projects.	
4. Approval date	5. Office of Primary Interest Department of Public Works and Government Services Department of Fisheries and Oceans and the Canadian Coast Guard Department of National Defence
6. Preparation Instructions: 6.1. Format: 6.1.1. The format of the quarterly EVM report will be prepared in the Contractor's format. 6.2. Content: 6.2.1. Analysis of the ships by shipyards which shows, at minimum, the following: 6.2.1.1. Dashboard showing the Performance Data: 6.2.1.1.1. BAC; 6.2.1.1.2. EAC; 6.2.1.1.3. % Work Completed; 6.2.1.1.4. % Budget Used; 6.2.1.1.5. SPI and CPI; and 6.2.1.1.6. TCPI; 6.2.1.2. Forecast of completion date using the Earned Schedule analysis; 6.2.1.3. Consolidated Summary Schedule of all the NSS projects across the Shipyards which displays the delivery of the ships; 6.2.1.4. Consolidated Risk Summary for the NSS project; 6.2.1.5. Undistributed budget (UB); 6.2.1.6. Identify major risks within NSS Shipyards; 6.2.1.7. Identify issues within NSS Shipyards; and 6.2.1.8. Identify mitigation actions within NSS Shipyards. 6.2.2. Assessment and advice on the aforementioned earned value metrics, of the individual vessel build programs, as outlined in Annex A.5.	

Data Item Description	
1. Title EVM Surveillance Support for Canada	2. Identification Number PM-010
3. Description Assist Canada with a comprehensive assessment of the shipyard's system, comprised of processes, related tools, and the contractor's ability to implement the EVM system in compliance with the 32 Guidelines in the NDIA EIA-748-D EVMS standard. This assesses: <ul style="list-style-type: none"> The Contractor's EVM adequately documents how its system meets the intent of the 32 Guidelines; Evaluate the shipyard's ability to demonstrate the EVMS implementation as described in the Earned Value Management Plan; and Verify the EVMS is providing timely, accurate, reliable and auditable data. 	
4. Approval date	5. Office of Primary Interest Department of Public Works and Government Services Department of Fisheries and Oceans and the Canadian Coast Guard Department of National Defence
6. Preparation Instructions: <p>6.1. Format:</p> 6.1.1. The format of the EVM surveillance report will be prepared in the Contractor's format. <p>6.2. Content:</p> 6.2.1. The EVMS Surveillance Report must include a compliance assessment for each of the 32 guidelines in the NDIA's EVMS EIA-748-D Intent Guide. 6.2.2. The EVMS Surveillance Report must follow the National Defense Industrial Association Surveillance Guide, Revision 3 6.2.3. The EVMS Surveillance Report must describe how each Guideline was tested for compliance and the result of each test. 6.2.4. For each identified deficiency, the EVMS Surveillance Report must include recommended Corrective Action Plan which includes, at minimum: <p>6.2.4.1. Description of deficiency finding;</p> <p>6.2.4.2. Relevant context;</p> <p>6.2.4.3. Root cause analysis of the reason for the deficiency;</p> <p>6.2.4.4. Explanation of the impact of the deficiency; including an Impact Rating of Low, Moderate or Significant; and</p> <p>6.2.4.5. Recommended corrective actions.</p>	

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| 6.2.5. | The EVMS Surveillance Report must include an Executive Summary, no more than 2 pages in length, of outcome of the EVMS Surveillance Review and the impact of identified significant deficiencies. |
| 6.2.6. | The EVMS Surveillance Report must assess if the reviewed EVMS provides timely, accurate and reliable project management data and information for effective shipyard project management. |

Data Item Description	
1. Title Business Specifications for Data Model	2. Identification Number PM-011
3. Description A set of information, for documentation purposes, to describe the contents, format, and structure of a database and the relationship between its elements, used to control access to and manipulation of the database. This document also includes mappings of each WBS component, of the IMS, of each shipyard.	
4. Approval date	5. Office of Primary Interest Department of Public Works and Government Services
6. Preparation Instructions: 6.1. Format: 6.1.1. The Contractor will deliver the business specifications for the data model in the Contractor's format. 6.2. Content: 6.2.1. The business specification for the logical data model will include, at minimum: 6.2.1.1. Business requirements; 6.2.1.2. High level conceptual model using Object Role Modelling; 6.2.1.3. Logical data model; 6.2.1.4. Standard abbreviation document for naming logical and physical objects according to business/data modeling standard; 6.2.1.5. Identify and define domains; 6.2.1.6. Identify and define rules; 6.2.1.7. Identify and define entities; 6.2.1.8. Identify and define attributes; 6.2.1.9. Identify primary keys or unique keys to attributes; 6.2.1.10. Column names must be descriptive 6.2.1.11. Column names must be in English 6.2.1.12. Column names must be unique 6.2.2. Dimensional Model 6.2.2.1. The dimensional model will follow the Kimball method and must include: 6.2.2.1.1. Fact tables; 6.2.2.1.2. Hierarchies and dimensions for each fact table; 6.2.2.1.3. Measures for fact tables; and	

6.2.2.1.4. Attributes for each dimension table.

6.2.3. The business specifications for data model shall include a tabular metadata dictionary and contain, at minimum:

6.2.3.1. A listing of data objects and attributes;

6.2.3.2. Domains and definitions;

6.2.3.3. Entity-relationships, and definitions;

6.2.3.4. Primary keys or unique keys to attributes;

6.2.3.5. Reference data; and

6.2.3.6. Business rules.

6.2.4. The business specifications for the data model must include a graphical-based representation of the data model.

Data Item Description	
1. Title Meeting Agenda	2. Identification Number PM-012
3. Description A meeting agenda will provide topics of discussion to guide the scheduled meeting	
4. Approval date	5. Office of Primary Interest Department of Public Works and Government Services
6. Preparation Instructions: 6.1. Format: 6.1.1. The Contractor will deliver the meeting agenda in the Contractor's format. 6.2. Content: 6.2.1. The Contractor must include a list of topics of discussion regarding the meeting scheduled.	

Annex A.3 -- Acronyms

Acronym	Definition
AC	Actual Cost
BAC	Budget at Completion
CA	Contracting Authority
CDRL	Contract Data Requirements List
CPI	Cost Performance Index
CV	Cost Variance
DID	Data Item Descriptions
EAC	Estimate at Completion
ETC	Estimate to Complete
EV	Earned Value
EVMS	Earned Value Management System
IMS	Integrated Master Schedule
NDIA	National Defense Industrial Association
PA	Project Authority
PV	Planned Value
SPI	Schedule Performance Index
SV	Schedule Variance
TCPI	To Complete Performance Index
VAC	Variance at Completion
WBS	Work Breakdown Structure

Annex A.4 -- Reference Documents

Department of Defense (2021 August 30). Integrated Program Management and Data Analysis Report (IPMDAR). https://quicksearch.dla.mil/qsDocDetails.aspx?ident_number=278901

Government of Canada (2012 February 14). Work Breakdown Structure for Canadian Forces Ships and Submarines. https://buyandsell.gc.ca/cds/public/2018/07/12/4f85bfce862c4df95a1f71ff201276a8/ABES.PROD.PW_MC.B017.B26882.ATTA004.PDF

Halpin, T. (2021). Object Role Modeling. <http://www.orm.net/> (2021 October 26). Accessed 2021 November 4.

National Defense Industrial Association (2018 August 28). *Earned Value Management Systems EIA-748-D Intent Guide*. https://www.ndia.org/-/media/sites/ndia/divisions/ipmd/division-guides-and-resources/ndia_ipmd_intent_guide_ver_d_aug282018.ashx

National Defense Industrial Association. "Planning and Scheduling Excellence Guide". <https://www.ndia.org/-/media/sites/ndia/meetings-and-events/divisions/ipmd/links-and-reference/planning-and-scheduling-excellence-guide-paseg.ashx?la=en>

National Defense Industrial Association (2018 November 5) "[Surveillance Guide](https://www.ndia.org/-/media/sites/ndia/divisions/ipmd/division-guides-and-resources/ndia_ipmd_surveillance_guide_rev_3_nov52018.ashx)". https://www.ndia.org/-/media/sites/ndia/divisions/ipmd/division-guides-and-resources/ndia_ipmd_surveillance_guide_rev_3_nov52018.ashx

Annex A.5 -- Applicable NSS Projects

	Vessel Class or Project	Quantity	Prime Contractor	Client Department
1	Offshore Oceanographic Science Vessel (OOSV)	1	Vancouver Shipyards	Canadian Coast Guard
2	Multi-Purpose Patrol Vessel (MPV)	16	Vancouver Shipyards	Canadian Coast Guard
3	Joint Support Ship (JSS)	2	Vancouver Shipyards	National Defence
4	Arctic Offshore Patrol Ships (AOPS)	8	Irving Shipbuilding	National Defence
5	Canadian Surface Combatant (CSC)	15	Irving Shipbuilding	National Defence
6	Polar Class Icebreaker	2	To be determined	Canadian Coast Guard
7	Program Icebreakers (PIB)	6	To be determined	Canadian Coast Guard
8	Victoria In-Service Support Contract 2	4	To be determined	National Defence
9	Combat Management System (CMS) for CSC	15	Lockheed Martin Canada	National Defence
10	Command and Surveillance System (CSS) for JSS	2	Lockheed Martin Canada	National Defence
11	Command and Surveillance System (CSS) for AOPS	9	Lockheed Martin Canada	Canadian Coast Guard & National Defence

Annex A.6 -- Meetings and Activities

Item Description	Delivery Date	Deliver To
Participating in kick-off meeting with Irving Shipbuilding Inc.	Due within thirty (30) calendar days from the date of contract award.	Project authority by teleconference or videoconference.
Participating in kick-off meeting with Vancouver Shipyard Ltd.	Due within thirty (30) calendar days from the date of contract award.	Project authority by teleconference or videoconference.
Monthly meeting with Canada	Scheduled at ten (10) business days after the end of the previous calendar month	Project authority by teleconference or videoconference.
Quarterly meeting with Canada	Scheduled at twenty (20) business days after the end of the previous calendar quarter	Project authority by teleconference or videoconference.
EVM surveillance support	As required.	Deliver to Project Authority and Technical Authority by email.

ANNEX “B” -- BASIS OF PAYMENT

1. Professional Fees

In accordance with the Contract, the Contractor will be paid a firm price, a ceiling price or a limitation of expenditure, using the fixed per diem rates in Canadian dollars, including overhead, G&A, mark-up and profit, customs duties as per the following Tables. Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.

Firm Per Diem Labour Rates – From Contract Award to 31 March 2025

Table B-1 – Contract Period Per Diem Rates Per Resource Category			
Resource Categories	Year 1 (Contract Award to 31 Mar 2023)	Year 2 (1 Apr 2023 to 31 Mar 2024)	Year 3 (1 Apr 2024 to 31 Mar 2025)
Project Manager			
Project Control Specialist			
Scheduler			
Senior Costing Analyst			
Intermediate Costing Analyst			
Business Intelligence Developer			

1.2 Firm Per Diem Labour Rates - Optional Contract Period

The following firm per diem labour rates will apply to the following optional contract periods, should Canada exercise any of the options identified within the Contract. (Rate increases will be based on the Canadian Annual Average Consumer Price Index (CPI) increases published on March 1, each calendar year). **The table below will be completed through an addendum to the contract, by exercising each option.**

Table B-1 – Optional Contract Periods Per Diem Rates Per Resource Category							
Resource Categories	Option Year 1 1 Apr 2025 to 31 Mar 2026	Option Year 2 1 Apr 2026 to 31 Mar 2027	Option Year 3 1 Apr 2027 to 31 Mar 2028	Option Year 4 1 Apr 2028 to 31 Mar 2029	Option Year 5 1 Apr 2029 to 31 Mar 2030	Option Year 6 1 Apr 2030 to 31 Mar 2031	Option Year 7 1 Apr 2031 to 31 Mar 2032
Project Manager							
Project Control Specialist							
Scheduler							
Senior Costing Analyst							
Intermediate Costing Analyst							
Business Intelligence Developer							

- 1.3 For the purposes of this Contract, a day is defined as 7.5 hours exclusive of meal breaks. Payment will be made for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day shall be prorated to reflect actual time worked in accordance with the following formula:

$$\frac{\text{Hours Worked}}{7.5} \times \text{Fixed Daily Rate}$$

2. Travel and Living Expenses

- 2.1 The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the National Joint Council Directive, and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".
- 2.2 All travel must have the prior authorization of the Project Authority and Contract Authority. All payments are subject to government audit.

ANNEX "C" -- SECURITY REQUIREMENTS CHECK LIST



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

EN578-222504

Security Classification / Classification de sécurité
UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

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



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Security Classification / Classification de sécurité
UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

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

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

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

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

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

Special comments:

Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☐ No ☒ Yes
Non Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? ☐ No ☒ Yes
Non Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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



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

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET	
				CONFIDENTIEL			NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL			COSMIC TRÈS SECRET	A	B	C	CONFIDENTIEL		TRÈS SECRET
Information / Assets		✓															
Renseignements / Biens																	
Production																	
IT Media /		✓															
Support TI																	
IT Link /																	
Lien électronique																	

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

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

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

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Solicitation No. - N° de l'invitation
EN578-222504/B
Client Ref. No. - N° de réf. du client
EN578-222504

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

Buyer ID - Id de l'acheteur
003NSS
CCC No./N° CCC - FMS No./N° VME



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

EN578-222504

Security Classification / Classification de sécurité
UNCLASSIFIED

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Gary McGee	Senior Director	McGee, Gary <small>Digitally signed by McGee, Gary Date: 2022.03.24 13:47:56 -04'00'</small>
Telephone No. - N° de téléphone 613-854-3127	Facsimile No. - N° de télécopieur 000-000-0000	E-mail address - Adresse courriel Gary.Mcgee@tpsgc-pwgsc.gc.ca
		Date 2022/03/24

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Fleury, Jean-Michel	SO	Juvita Olaf <small>Digitally signed by Juvita Olaf Date: 2022.03.31 09:40:51 -04'00'</small>
Telephone No. - N° de téléphone --	Facsimile No. - N° de télécopieur --	E-mail address - Adresse courriel Jean-Michel.Fleury@tpsgc-pwgsc.gc.ca
		Date

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

☐ No ☐ Yes
☐ Non ☐ Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Jason Kwan	SupplyTeam Leader	Kwan, Jason <small>Digitally signed by Kwan, Jason Date: 2022.04.08 08:52:19 -04'00'</small>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
		Date

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Catherine Gillis	International Industrial Security Officer	Gillis, Catherine <small>Digitally signed by: Gillis, Catherine DN: CN = Gillis, Catherine C = CA O = GC OU = PWGSC-TPSGC Date: 2022.04.06 14:46:01 -04'00'</small>
Telephone No. - N° de téléphone 873-355-3245	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel catherine.gillis@tpsgc-pwgsc.gc.ca
		Date

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

ATTACHMENT 1 -- BID EVALUATION CRITERIA

Earned Value Management for the National Shipbuilding Strategy

1. Instructions:

- 1.1. The Bidder must include a grid in their proposals, cross-referencing statements of compliance with the supporting data in their proposals. The compliance grid, by and of itself, does not constitute demonstrated evidence.
- 1.2. In their technical bid, bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.
- 1.3. The technical bid must 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. To facilitate the evaluation of the bid, Canada requests that the bidders address and present topics in the order of the evaluation criteria and under 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.
- 1.4. Definition of Project: A project is a group of activities designed to produce a unique product, service or result. It is temporary in that it has a defined beginning and end in time, and therefore defined scope and resources. Also it is unique in that it is not a routine operation, but a specific set of operations designed to accomplish a singular goal.
- 1.5. Definition of Ship: For all the evaluation criteria under each stream listed below, a ship is defined as a water-borne vessel used for any of a number of purposes including transport of people or goods, fishing, public safety, entertainment, and/or warfare, and which has at least one water-tight deck (as a single or multiple compartments) extending from bow to stern.
- 1.6. In their technical bid, bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

2. Mandatory Criteria:

- 2.1. Each project summary must include the name, phone number, and e-mail of client reference. Canada reserves the right to request and contact client references to validate information in the proposal.
- 2.2. The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.
- 2.3. Bids that fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criteria must be addressed separately.
- 2.4. All Mandatory Requirements must contain the following information: The bidder must include the following:
 - 2.4.1. Project Name;
 - 2.4.2. Detailed project summary with dates (year/month);

- 2.4.3. The resource(s) role(s) on the project;
- 2.4.4. Specify if compliance to a scheduling standard was required, and, if so, specify the standard;
- 2.4.5. Specify the scheduling tool(s) which were used to manage the schedule;
- 2.4.6. Specify if earned value management (EVM) was applied:
- 2.4.6.1. If so, specify if compliance to an earned value management system (EVMS) was required;
- 2.4.6.2. If so, specify which EVMS standard was mandated; and
- 2.4.7. The Bidder must use projects of a duration of more than six (6) months and with organizations that have five hundred (500), or more, employees.
- 2.4.8. The curriculum vitae, of the proposed resource(s), must contain the following:
- 2.4.8.1. The name of the proposed resource;
- 2.4.8.2. Descriptions of relevant project experience including years/months of engagement and work that was performed on the project(s);
- 2.4.8.3. Chronological work experience (indicated in years/months);
- 2.4.8.4. A detailed listing of the academic and professional attainments in relation to requirements as defined within the RFP; and
- 2.4.8.5. Bidders must include a grid that identifies the criterium and how the proposed resource(s) meets said criterium.
- 2.4.9. Overlapping experience, within the same time frame,, unless otherwise stated, will only be counted once.

Criteria	Mandatory Requirement	Requirement Met?
M1	<p>The Bidder must have five (5) or more years of corporate experience conducting earned value management (EVM) services. Three (3) years of experience must be earned within the last five (5) years.</p> <p><i>It is not sufficient to simply mention that the Bidder has experience in performing tasks or in working on project(s) where EVM was applied as a project performance and progress methodology. The bidder must demonstrate how experience was acquired using concrete examples.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
M2	<p>The Bidder must propose a qualified human resource complement capable of providing the services as detailed in the Statement of Work. In doing so, the Bidder must propose the number of resources required by the Bidder to complete the work described in the Statement of Work. At a minimum, Bidders must propose a qualified named resource(s) in the following resource categories:</p> <ul style="list-style-type: none"> • Project Manager • Project Control Specialist 	<input type="checkbox"/> Yes <input type="checkbox"/> No

Criteria	Mandatory Requirement	Requirement Met?
	<ul style="list-style-type: none"> • Scheduler • Senior Cost Analyst • Business Intelligence Developer <p>The Bidder must propose a Project Manager and demonstrate that the proposed resource(s) has a minimum of five (5) years of experience, gained within the last ten (10) years, from the bid closing date, with using Earned Value Management, as a project performance methodology, on project(s) over \$100M, following the "Earned Value Management Systems EIA-748 Intent Guide". Three years of the aforementioned experience must be within the last five (5) years.</p> <p>A Project Control Specialist provides support on the development of work breakdown structures for build or manufacturing projects. The Project Control Specialist analyzes and evaluates schedule management that involves the critical path, estimating, project cost management and forecasting to evaluate cost and schedule performance over time.</p> <p>A Scheduler works with the Project Control Specialist and support work breakdown structure development. The Scheduler will monitor and analyze reporting. They will also conduct critical path analysis and identify and implement baseline changes. The Scheduler will update future schedules from one (1) to twelve (12) week forecast.</p> <p>A Senior Cost Analyst conducts an analysis of planned versus actuals and provide a cost analysis of the vessels, under construction, within the National Shipbuilding Strategy. They will develop or verify cost models for work performed in a shipyard and monitor changes in design and schedule to provide recommendation of effects on the overall cost of a shipbuilding program.</p> <p>Bidders may propose an Intermediate Cost Analyst or a Junior Cost Analyst to assist the Senior Cost Analyst in conducting an analysis of planned versus actuals and provide a cost analysis of the vessels, under construction, within the National Shipbuilding Strategy. They will develop or verify cost models for work performed in a shipyard and monitor changes in design and schedule to provide recommendation of effects on the overall cost of a shipbuilding program.</p> <p>A Business Intelligence Developer develops, deploys, and maintains BI tools and interfaces. Using object role modelling, Power Query, and Data Analysis Expressions language (DAX), the Business Intelligence Developer provides reports in a digital format and assists with the development of data modelling documentation.</p> <p><i>To demonstrate compliance with this criterion, Bidders must include, within their proposal, a detailed Curriculum Vitae (CV), for each proposed resource, using requirements set in §2.4.8, of this evaluation.</i></p> <p><i>It is not sufficient to simply mention that the resource has experience in performing tasks or in working on project(s) where EVM was applied as a project performance and progress methodology. The bidder must demonstrate how experience was acquired using concrete examples.</i></p>	
M3	The proposed Project Control Specialist must have experience in the development of work breakdown structures for build or manufacturing projects. The Project Control Specialist must have five (5) years of experience, gained within the last ten (10) years, from the bid closing date, with using Earned Value Management	<input type="checkbox"/> Yes <input type="checkbox"/> No

Criteria	Mandatory Requirement	Requirement Met?
	(EVM) following " Earned Value Management Systems EIA-748 Intent Guide " as a project performance methodology.	
M4	The proposed Scheduler must have two (2) or more years of combined experience in developing integrated program schedules.	<input type="checkbox"/> Yes <input type="checkbox"/> No
M5	The proposed Scheduler must have a minimum of two (2) years of combined experience, within the last five (5) years, in the application of critical path analysis and schedule risk assessment.	<input type="checkbox"/> Yes <input type="checkbox"/> No
M6	The proposed Senior Cost Analyst must have a minimum of five (5) years of combined work experience in developing costing models. The bidder must demonstrate that the proposed Senior Cost Analyst possesses experience in conducting an analysis of planned versus actuals, using earned value management data. The aforementioned experience must be within the last ten (10) years.	<input type="checkbox"/> Yes <input type="checkbox"/> No
M7	The proposed Business Intelligence Developer must have a minimum of three (3) years of work experience in Microsoft Excel, and Microsoft Power BI or equivalent, in the last ten (10) years. The Bidder must demonstrate that the proposed resource has experience using Data Analysis Expressions language (DAX), MSSQL or equivalent, and Power Query.	<input type="checkbox"/> Yes <input type="checkbox"/> No
M8	The proposed Business Intelligence Developer must have a minimum of three (3) years of work experience in data and information management. The bidder must demonstrate that the proposed resource has experience in conceptual modelling using object role modelling, and dimensional modeling, using methods such as the Kimball method.	<input type="checkbox"/> Yes <input type="checkbox"/> No
M9	The Bidder must provide a Project Management Plan as detailed in the Statement of Work.	<input type="checkbox"/> Yes <input type="checkbox"/> No

3. Technical Requirements

- 3.1. Experience must be demonstrated and explained in a detailed manner: simply stating the experience has been met is insufficient. Bidders must provide details, regarding acquired experience, including: size, scope, nature and complexity of the work, and program or project dates and duration.
- 3.2. Overlapping experience, in the same timeframe, for individual resources, and unless otherwise stated, will only be counted once.

Criteria	Technical Requirement	Point Allocation	Score
T1	Work Plan: the Bidders proposed approach, work plan and team structure to complete the work described in the Statement of Work.	<p>0 - 4 Points The Work Plan is incomplete. The Work Plan is missing critical deliverables like a work breakdown structure for deliverables in the Statement of Work.</p> <p>5 –10 Points The Work Plan is complete but ambiguous with some associated questions and challenges.</p> <p>11- 15 Points The Work Plan is complete and provides a comprehensive outline on how the deliverables in the Statement of Work will be executed.</p>	<u>15</u>
T2	<p>The proposed resource(s) must hold one (1) or more of the following professional certifications and be in good standing:</p> <p>Project Management Professional (PMP)</p> <p>Project Management Institute Scheduling Professional (PMI- SP)</p> <p>Planning and Scheduling Professional (PSP)</p>	<p>0 Points No Certifications.</p> <p>5 Points PMP or PMI-SP, or PSP.</p> <p>10 points PMP and PMI-SP or PSP.</p>	<u>10</u>
T3	The Bidder has gained corporate experience in a shipbuilding environment.	<p>0 Points: less than five (5) years of corporate experience.</p> <p>10 Points: Five (5) years of experience, but less than ten (10) years of corporate experience.</p> <p>15 Points: Ten (10) or more years of corporate experience.</p>	<u>15</u>

Criteria	Technical Requirement	Point Allocation	Score
T4	The proposed resource(s) has(have) combined experience in a shipbuilding environment.	0 Points: less than five (5) years of experience. 10 Points: Five (5) years of experience, but less than ten (10) years of experience. 15 Points: Ten (10) or more years of experience.	<u>15</u>
T5	The Bidder must describe, using the projects provided, that the proposed resource(s), each, has five (5) years of experience in earned value management, gained over a ten (10) year time period, from the bid closing date. Three (3) years of the aforementioned experience must be within the last five (5) years.	0 Points: less than five (5) years of experience. 5 Points: Five (5) years of experience, with less than three (3) years, in the last five (5) years. 10 Points: Five (5) or more years of experience, with three (3) years in the last five (5) years.	<u>10</u>
T6	<p>The Bidder must demonstrate that the proposed resource(s), each, has a minimum of five (5) years of experience, gained within the last ten (10) years, from the bid closing date, with using Earned Value Management (EVM). That experience must be in accordance with "Earned Value Management Systems EIA-748 Intent Guide" published by National Defense Industrial Association (NDIA) for project(s) over \$100M. Three (3) years of the aforementioned experience must be within the last five (5) years.</p> <p><i>It is not sufficient to simply mention that the resource has experience in performing tasks or in working on project(s) where EVM was applied as a project performance and progress methodology. The bidder must demonstrate how experience was acquired using concrete examples. Points will only be awarded if the proposed Project Manager and Project Control Specialist, at minimum, meet this criterium.</i></p>	0 Points: less than five (5) years of experience. 5 Points: Five (5) years of experience, but less than ten (10). 10 Points: Ten (10) years of experience.	<u>10</u>

Criteria	Technical Requirement	Point Allocation	Score
T7	<p>The Bidder must demonstrate, using projects provided, that one or more of the proposed resource(s) has(have) experience in providing reports in accordance with the Integrated Data and Analysis Report (IPMDAR) <u>DI-MGMT81861B</u>. Experience with Integrated Program Management Report (IPMR) DID DI-MGT-81861A will also be considered.</p> <p><i>Points will only be awarded, at minimum, if the proposed Project Manager and Project Control Specialist has demonstrated this experience.</i></p>	<p>0 Points No experience with IPMR nor IPMDAR.</p> <p>5 Points <5 years of experience in IPMR.</p> <p>10 Points >10 years' experience in IPMR and >1 year experience in IPMDAR.</p>	<u>10</u>
T8	<p>The Bidder must demonstrate, that the Business Intelligence Developer has experience in Microsoft Excel; Microsoft Power BI or equivalent; Data Analysis Expressions (DAX); and MSSQL or equivalent.</p> <p><i>Points will only be awarded if the Business Intelligence Developer has demonstrated, a minimum of one (1) year, of experience, in both DAX and MSSQL (or equivalent).</i></p>	<p>0 Points: ≤1 years.</p> <p>5 Points: >1 ≤ 5 years.</p> <p>10: Points >5 years.</p>	<u>10</u>
T9	<p>The Bidder must demonstrate that the Business Intelligence Developer has experience in building data models that include producing logical models, high level conceptual models, and dimensional modelling using approaches such as the Kimball method.</p> <p><i>It is not sufficient to simply mention that the resource possesses experience in producing logical models and conceptual models. Bidders must provide concrete examples, using headings, on how experience in producing logical models, high level conceptual models, and dimensional modelling was achieved.</i></p> <p><i>Points will only be awarded if all three (3) conditions are met and must be clearly articulated by using headings.</i></p>	<p>0 Points: ≤1 years.</p> <p>5 Points: >1 ≤ 5 years.</p> <p>10: Points >5 years+.</p>	<u>10</u>
	Total Score	105 Points	<u>105</u>

Notes:

- Proposals that fail to satisfy any or all of the mandatory requirements are considered non-responsive.
- Proposals that do not achieve a minimum overall score of 75 points, under the Technical Requirements section will be considered non- responsive.
- Proposals that score two (2) or more "0 points" are considered non-responsive.

4. Financials

Bidders must provide their price by completing a table similar to the example provided, below. Evaluated price will be established by taking the Project Manager and all proposed resources', if any, hourly rate(s) and multiplying it by the number of hours to determine the yearly rate (1-3). Bidders must provide firm pricing for the first three years of the contract. Option years will be indexed using the Consumer Price Index.

The following table is provided as an example only. It is not intended to indicate what hourly rates Canada would consider acceptable nor the actual level of effort (Hours) required to perform the work:

Financial Evaluation Table:

Year	Resource	Resources Hourly Rate	Hours	Total Rate
1	Project Manager	\$150.00	150	\$22,500.00
	Project Control Specialist	\$125.00	150	\$18,750.00
	Scheduler	\$100.00	250	\$25,000.00
	Senior Cost Analyst	\$125.00	125	\$15,625.00
	Intermediate Cost Analyst	\$95.00	175	\$16,625.00
	Business Intelligence Developer	\$115.00	125	\$14,375.00
	Subtotal (Year 1)			\$112,875.00
2	Project Manager	\$150.00	150	\$22,500.00
	Project Control Specialist	\$125.00	150	\$18,750.00
	Scheduler	\$100.00	250	\$25,000.00
	Senior Cost Analyst	\$125.00	125	\$15,625.00
	Intermediate Cost Analyst	\$95.00	175	\$16,625.00
	Business Intelligence Developer	\$115.00	125	\$14,375.00
	Subtotal (Year 2)			\$112,875.00
3	Project Manager	\$155.00	150	\$23,250.00
	Project Control Specialist	\$135.00	150	\$20,250.00
	Scheduler	\$115.00	250	\$28,750.00
	Senior Cost Analyst	\$135.00	125	\$16,875.00

Year	Resource	Resources Hourly Rate	Hours	Total Rate
	Intermediate Cost Analyst	\$100.00	175	\$17,500.00
	Business Intelligence Developer	\$120.00	175	\$21,000.00
	Subtotal (Year 3)			\$127,625.00
Total Evaluated Price				\$353,375.00

5. Scoring Example

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		79/105	93/105	81/105
Bid Evaluated Price		\$353,375.00	\$405,000.00	\$375,000.00
Calculations	Technical Merit Score	$(79/105) \times 75 = 56.43$	$(93/105) \times 75 = 66.43$	$(81/105) \times 75 = 57.86$
	Pricing Score	$(353.38) \times 25 = 25$	$(353.38/405) \times 25 = 21.81$	$(353.38/375) \times 25 = 23.55$
Combined Rating		81.43	88.24	81.41
Overall Ranking		2nd	1st	3rd

The successful bidder will be determined by the highest Combined Rating. This score is calculated by adding the Technical Merit Score and the Pricing Score. The Combined Rating Score is out of 105 points.

ATTACHMENT 2 – CONFLICT OF INTEREST DECLARATION CERTIFICATION

The Bidder [or, *after award*, "*Contractor*"], _____, represents and warrants that:

The Contractor understands that in the course of conducting Work pursuant to this Contract, it will need to provide unbiased, independent advice to Canada, and as such its objectivity in performing the Work cannot be affected or otherwise impaired by relationships with any entity listed at Article 6.15.4 of this Contract.

The Contractor is not in a situation of conflict of interest that will render it unable to provide impartial advice to Canada pursuant to this Contract, or otherwise impair its objectivity in performing work pursuant to this Contract. The Contractor's relationships may be investigated by Canada, as Canada sees fit, and may terminate work under this Contract as a result of negative findings from such investigations.

The Contractor does not have a Type A relationship (as defined in Article 6.15.2 of this Contract) with any of the entities listed at Article 6.15.4 of this Contract.

The Contractor (choose one of the following):

- a. _____ does not have a Type B relationship(s) (as defined in Article 6.15.2 of this Contract) with any of the entities listed at Article 6.15.4 _____ (*Article number to be inserted at RFP*); or,
b. _____ does have an allowable Type B relationship(s) (as defined in Article 6.15.2 of this Contract) with one or more of the entities listed at Article 6.15.4. The Contractor agrees to adhere to the requirements at Article 6.15.3 in the management of any resulting conflict of interest.

The Contractor has the following Type B relationship(s):

Should the nature of the Contractor's relationship(s) change at any time after submission of this certification, or if Canada adds any new entity to the list provided at Article 6.15.4, the Contractor will immediately disclose a new relationship declaration to Canada by submitting a revised copy of this certification to the Contracting Authority and Requisitioning Authority.

Name (please print)

Signature (I have the authority to bind the Bidder [or, *after award*, "*Contractor*")

Title

Date

Solicitation No. - N° de l'invitation
EN578-222504/B
Client Ref. No. - N° de réf. du client
EN578-222504

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

Buyer ID - Id de l'acheteur
003NSS
CCC No./N° CCC - FMS No./N° VME

ATTACHMENT 3 - ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);
- ☐ Wire Transfer (International Only);

ATTACHMENT 4 - 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)

ATTACHMENT 5 -- NON-DISCLOSURE AGREEMENT

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. EN578-222504 between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: EN578-222504.

Signature

Date