



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Contracting Authority herein- PWGSC - TPSGC

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

CF18 Life Extension/Prolongation de vie CF18
455 Boulevard de la Carrière-8NB44
Gatineau
Québec
K1A0S5

Title - Sujet CF-18 Avionics In-Service Support CF-18 Avionics In-Service Support	
Solicitation No. - N° de l'invitation W8485-22AVS2/B	Date 2022-12-09
Client Reference No. - N° de référence du client W8485-22AVS2	
GETS Reference No. - N° de référence de SEAG PW-\$\$BG-006-28879	
File No. - N° de dossier 006bg.W8485-22AVS2	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2023-01-20 Heure Normale du l'Est HNE	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: MacLean, Matthew	Buyer Id - Id de l'acheteur 006bg
Telephone No. - N° de téléphone (343) 576-2979 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

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

(Draft) RFP CF-18 Avionics (AVS) In-Service Support (ISS)

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	4
1.1 INTRODUCTION.....	4
1.2 SUMMARY	4
PART 2 - BIDDER INSTRUCTIONS	5
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	5
2.2 SUBMISSION OF THE BID	5
2.3 FORMER PUBLIC SERVANT - <i>N/A AT DRAFT STAGE</i>	5
2.4 BID/PROPOSAL ACCEPTANCE PERIOD - <i>N/A AT DRAFT STAGE</i>	5
2.5 ENQUIRIES - BID SOLICITATION.....	5
2.6 APPLICABLE LAWS.....	6
2.7 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD	6
2.8 BID CHALLENGE AND RECOURSE MECHANISMS.....	6
PART 3 - BID PREPARATION INSTRUCTIONS.....	6
3.1 BID PREPARATION INSTRUCTIONS <i>NOTE: THIS IS A DRAFT RFP ONLY. NO CONTRACT WILL BE AWARDED AT THIS STAGE.</i>	6
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION-NO BIDDER DURING DRAFT PHASE WILL BE SELECTED.	8
4.1 EVALUATION PROCEDURES.....	8
4.2 BASIS OF SELECTION – NO SELECTION WILL BE MADE AT DRAFT RFP STAGE	9
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	10
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	10
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	10
PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS.....	11
6.1 SECURITY REQUIREMENTS	11
6.2 FINANCIAL CAPABILITY	12
6.3 CONTROLLED GOODS REQUIREMENT.....	13
6.4 INSURANCE REQUIREMENTS	13
PART 7 - RESULTING CONTRACT CLAUSES	14
7.1 PERFORMANCE WORK STATEMENT (PWS)	14
7.2 STANDARD CLAUSES AND CONDITIONS.....	18
7.3 SECURITY REQUIREMENTS	18
7.4 TERM OF CONTRACT	20
7.5 AUTHORITIES	22
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	23
7.7 PAYMENT	23
7.8 INVOICING INSTRUCTIONS – PROGRESS PAYMENT CLAIM- SUPPORTING DOCUMENTATION REQUIRED ..	26
7.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	27
7.10 APPLICABLE LAWS.....	28

(Draft) RFP CF-18 Avionics (AVS) In-Service Support (ISS)	
7.11	PRIORITY OF DOCUMENTS28
7.12	DEFENCE CONTRACT28
7.13	FOREIGN NATIONALS (CANADIAN CONTRACTOR)28
7.15	CONTROLLED GOODS PROGRAM.....29
7.16	LIMITATION OF CONTRACTOR'S LIABILITY FOR DAMAGES TO CANADA.....29
7.17	GOVERNMENT SITE REGULATIONS29
7.18	DISPUTE RESOLUTION.....30
7.19	ACCESS TO FACILITIES AND EQUIPMENT30
	SACC MANUAL CLAUSE B9028C (2007-05-25) ACCESS TO FACILITIES AND EQUIPMENT.....30
7.20	SPECIAL PRODUCTION TOOLING AND SPECIAL TEST EQUIPMENT OWNED BY CANADA – OPTIMIZED WEAPON SYSTEMS MANAGEMENT30
7.21	TOOLING LOANED BY DEPARTMENT OF NATIONAL DEFENCE30
7.22	QUALITY ASSURANCE AUTHORITY (DEPARTMENT OF NATIONAL DEFENCE).....30
7.23	QUALITY MANAGEMENT SYSTEMS - REQUIREMENTS.....30
APPENDIX A TO PART 3 OF THE BID SOLICITATION 34	
	ELECTRONIC PAYMENT INSTRUMENTS.....34
APPENDIX A TO PART 5 OF THE BID SOLICITATION 35	
	FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION35

List of Annexes included with Draft RFP:

- Annex B Basis of Payment (BoP)
- Annex C Security Requirements Check List (SRCL) -**Not final version**
- Annex E Mandatory and Rated Criteria

Available By Request:

Must submit a valid Security Clearance SECRET and controlled goods certification to Request the following Annexes:

- Annex A Performance Work Statement (PWS) and Appendices
- Annex D Performance Management Specification (PfMS)
- Annex F Repairable Items List (RIL), Contractor Held inventory (CHI), DND loaned items.

NOT included with Draft RFP:

- Annex G Innovation, Science and Economic Development (ISED) Canada – **Section under construction. 100% Industrial Technological Benefits (ITB) policy expected to be applied at Final RFP Stage.**
- Appendix 4 to Annex A – Life Cycle Materiel Manager (LCMM) responsibilities
- Appendix 5 to Annex A – Supply Manager (SM) Responsibilities
- Annex L – Standard forms (DND 626, PWGSC 1111, etc.)

(Draft) RFP CF-18 Avionics (AVS) In-Service Support (ISS)

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and;
- Part 7 Resulting Contract Clauses- *Only an example for information during draft RFP stage.*

1.2 Summary

- 1.2.1 The Work to be performed is detailed under the Performance Work Statement (PWS) at Annex A, including Appendices.
- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- 1.2.3 This procurement is subject to the Controlled Goods Program. The [Defence Production Act](#) defines Canadian Controlled Goods as certain goods listed in Canada's Export Control List, a regulation made pursuant to the Export and Import Permits Act (EIPA).
- 1.2.4 An application to invoke the National Security Exceptions (NSE) provided for in the trade agreements has been made. If approved and invoked, this procurement would be excluded from all of the obligations of all the trade agreements.

(Draft) RFP CF-18 Avionics (AVS) In-Service Support (ISS)

- 1.2.5 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.

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.

The Bidder submitting a bid agrees 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.

2.1.1 SACC Manual Clauses

SACC manual clause [B300T](#) (2006-06-16) – Equivalent Products

2.2 Submission of Feedback – *Only for Draft Stage*

Feedback must be submitted electronically only to the Public Works and Government Services Canada (PWGSC) Contracting Authority specified at Article 7.5.1 of the resulting Contract Terms and Conditions.

Feedback must be submitted no later than **January 20, 2023, at 2:00PM EST**. This represents the Bid Closing date.

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

2.3 Former Public Servant - *N/A at draft Stage*

2.4 Bid/Proposal Acceptance Period - *N/A at draft Stage*

The Bidder's bid / proposal must remain open for acceptance for a period up to an including **01 _____ 2023 at 2pm EST**.

2.5 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than fifteen (15) 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

(Draft) RFP CF-18 Avionics (AVS) In-Service Support (ISS)
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.

2.6 Applicable Laws

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

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

2.7 Improvement of Requirement During Solicitation Period

Should the Bidder consider that the specifications or Performance Work Statement contained in the bid solicitation could be improved technically or technologically, the Bidder is invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. The Bidder must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions will be given consideration provided they are submitted to the Contracting Authority at least fifteen (15) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.8 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to the potential supplier to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages the potential supplier 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) The Supplier should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. The Supplier 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 **Note: This is a draft RFP only. No contract will be awarded at this stage.**

Canada requests that the Bidder provide their bid in separate electronic file attachments as follows:

Section I: Technical Bid – 1 Electronic Copy

Section II: Financial Bid – 1 Electronic Copy

(Draft) RFP CF-18 Avionics (AVS) In-Service Support (ISS)

Section III: Certifications – 1 Electronic Copy

Section IV: Additional Information – 1 Electronic Copy

Section V: Industrial and Technological Benefits Bid – 1 Electronic Copy

Prices must appear in the Financial Bid only. No prices must be indicated in any other section of the Bid. **Note: This is a draft RFP only. No contract will be awarded at this stage. Financial information will be used for planning purposes only.**

Section I: Technical and Management Bid

Sub-Section IA: Technical Bid

The Bidder must submit their Technical Bid in accordance with:

- a. Completion of Annex “E”–Mandatory and Rated Criteria, in Table 1, a demonstration of how the Bidder complies with the requirements of each and every paragraph of the Performance Work Statement (PWS) at Annex A, including Appendices of the PWS. It is not sufficient to simply re-state the PWS requirement and indicate that the Bidder complies with the requirement. The Bidder must demonstrate its understanding of the requirements contained in the bid solicitation, explain how it will meet the requirements and demonstrate its capability in a concise manner. In order to facilitate evaluation of the bid, Canada requests that the Bidder addresses and presents topics in the order of the PWS and bid solicitation, under the same headings.
- b. The Bidder must submit with the Bid the mandatory Deliverables indicated in Annex E.

Section II: Financial Bid - *N/A at draft Stage*

The Bidder must submit their Financial Bid in accordance with *Annex __* – Financial Evaluation.

3.1.1 Listing of Key AAF Assumptions

As part of the Request for Proposal (RFP), Canada will provide a Listing of Key AAF Assumptions, at Appendix 2 to Annex A, containing key variables for the Bidder to consider in preparing its Financial Bid covering the initial Contract Firm Period of five (5) years. **Note: At time of Draft RFP, the Listing of Key AAF Assumptions remains a work in progress and not in a complete state, with revised and additional information expected up to Final RFP.**

3.1.2 Electronic Payment of Invoices – Bid

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

If Appendix “A” to Part 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.

3.1.3 Exchange Rate Fluctuation

(Draft) RFP CF-18 Avionics (AVS) In-Service Support (ISS)

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

Section III: Certifications

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

Section IV: Additional Information

3.1.4 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

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

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

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

Section V: Industrial and Technological Benefits (ITB) Bid

As part of its bid, the Bidder must refer to the following Annexes for ITB bid submission instructions and requirements:

Annex – Industrial and Technological Benefits – Instructions to Bidder

Annex – Industrial and Technological Benefits – Terms and Conditions

ITB Proposal evaluation and results, as performed and determined by Industry Canada, will be conveyed to the Contracting Authority, who will then integrate them into the overall bid evaluation results.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION-*NO bidder during draft phase will be selected.*

4.1 Evaluation Procedures

- a. The Bid will be assessed in accordance with the entire requirement of the bid solicitation including the technical, financial, and Industrial and Technological Benefits evaluation criteria.
- b. An evaluation team composed of representatives of Canada will evaluate the bid.

4.1.1 Technical Evaluation

(Draft) RFP CF-18 Avionics (AVS) In-Service Support (ISS)

4.1.1.1 Mandatory Technical Criteria

- a. Compliance with each and every paragraph of Annex A, Performance Work Statement, and Appendices, under Annex C Mandatory and Rated Criteria, Table 1.
- b. The Mandatory Technical Deliverables indicated in Annex C, Table 1.

4.1.2 Financial Evaluation

4.1.3.1 Financial Evaluation Criteria – *Section Under Construction*

- a. The Bidder must provide with the Bid all financial information requested in *Annex _* Financial Evaluation, in accordance with the Basis of Payment at Annex B.
- b. The price of the Bid will be evaluated in Canadian dollars, Applicable taxes excluded, FCA destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection – *NO selection will be made at draft RFP stage*

(Draft) RFP CF-18 Avionics (AVS) In-Service Support (ISS)

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 Additional Certifications Required with the Bid

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

(Draft) RFP CF-18 Avionics (AVS) In-Service Support (ISS)

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, found at Annex A to Part 5, 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.

5.2.3.2 Status and Availability of Resources

SACC manual cluses A3005T (2010-08-16) – Status and Availability of Resources.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

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

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - 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.

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

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

(Draft) RFP CF-18 Avionics (AVS) In-Service Support (ISS)

6.2 Financial Capability

1. Financial Capability Requirement: The Bidder must have the financial capability to fulfill this requirement. To determine the Bidder's financial capability, the Contracting Authority may, by written notice to the Bidder, require the submission of some or all of the financial information detailed below during the evaluation of bids. The Bidder must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:
 - a. Audited financial statements, if available, or the unaudited financial statements (prepared by the Bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Bidder's last three fiscal years, or for the years that the Bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
 - b. If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Bidder must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
 - c. If the Bidder has not been in business for at least one full fiscal year, the following must be provided:
 - i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
 - ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
 - d. A certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.
 - e. A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Bidder outlining the total of lines of credit granted to the Bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
 - f. A detailed monthly Cash Flow Statement covering all the Bidder's activities (including the requirement) for the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
 - g. A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.

(Draft) RFP CF-18 Avionics (AVS) In-Service Support (ISS)

2. If the Bidder is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
3. If the Bidder is a subsidiary of another company, then any financial information in 1. (a) to (f) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Bidder, and the financial capability of a parent cannot be substituted for the financial capability of the Bidder itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.
4. Financial Information Already Provided to PWGSC: The Bidder is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
 - a. the Bidder identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
 - b. the Bidder authorizes the use of the information for this requirement.

It is the Bidder's responsibility to confirm with the Contracting Authority that this information is still on file with PWGSC.
5. Other Information: Canada reserves the right to request from the Bidder any other information that Canada requires to conduct a complete financial capability assessment of the Bidder.
6. Confidentiality: If the Bidder provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the Access to Information Act, R.S., 1985, c. A-1, Section 20(1) (b) and (c).
7. Security: In determining the Bidder's financial capability to fulfill this requirement, Canada may consider any security the Bidder is capable of providing, at the Bidder's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).

6.3 Controlled Goods Requirement

1. SACC Manual clause [A9130T](#) (2019-11-28) Controlled Goods Program

6.4 Insurance Requirements

1. The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in *Annex _*. – *Note: Annex is under construction.*

(Draft) RFP CF-18 Avionics (AVS) In-Service Support (ISS)

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

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Performance Work Statement (PWS)

The Department of National Defence (DND), Director General Aerospace Equipment Program Management (DGAEPM), has a requirement to establish one long term, cost-effective and performance based CF-18 Avionics (AVS) In-Service Support Contract to support the Royal Canadian Air Force (RCAF) CF-18 fighter aircraft fleet through the end of their operational life with an expected start of fleet ramp down late in fiscal year 2025/2026, including full disposal by end of fiscal year 2032/2033. The Sustainment Enterprise combines all organizations that play a role in the delivery of the outcomes required by Canada in support of the CF-18 fleet's AVS systems. It is anticipated that the establishment this long term contract will facilitate strategic planning for all stakeholders, provide for relationship building and evolve the contracted services over the sustainment of the fleet.

The CF-18 Sustainment Enterprise is designed to support the CF-18 fleet in the context of its operations worldwide and the Contractor will be an integral part of the AVS ISS with providing CF-18 AVS maintenance support that is aligned to meet the RCAF requirements to maintain a long term operational capability. It will also provide weapon system support while meeting the RCAF availability requirements and obtaining best value based on demonstrated performance and continuous improvement. The CF-18 AVS ISS requirements includes, but is not limited to, all Avionics systems and sub-systems of the CF-18. It also includes future upgrade activities and integration of Propulsion Group Sustainment (PGS) and Primary Air Vehicle (PAV) outcomes.

The CF-18 Avionics ISS provider must have the capability (with the exception of Government Furnished Materials, Property) to provide equipment and support services to a large fleet of fixed wing military aircraft and components of U.S origin, sometimes tailored with Canadian unique requirements over the span of several years, and encompass the following core support and services:

Program Management;
Engineering Support;
Maintenance Support;
Material Management;
Technical Data and Technical Publication Management;
Information Management and Information Technology (IM/IT) Support; and
Resources requirements (Wing and Training Support).

Some of the work will be done on an "as and when requested" basis.

The Contractor must deliver Contracted Outcomes that enables the achievement of the RCAF's high level requirements with no interruption in service while ensuring an optimal combination of Performance, Value for Money, Flexibility and Economic Benefits.

Contracted Outcomes

(Draft) RFP CF-18 Avionics (AVS) In-Service Support (ISS)

The contracted outcomes to enable the achievement of the RCAF's high level requirements, further defined in Annex A – Performance Work Statement (PWS), are:

Program Management

Program Management
Technical/Financial Data Availability and Compliance
Avionics (AVS) Program Cost Reduction

Materiel Accountability

AVS Parts Availability (Unsatisfied Demands / Average Wait Time)
AVS Parts Reliability
Pack-Up Kit Availability
Parts Optimization

Pubs, Information Technology (IT) Systems

Technical Publications / Interactive Electronic Technical Manuals (IETM) Availability and Compliance
Electronic Information Environment (EIE) Availability

Operations

AVS Availability (Fleet Management)
AVS State Compliance
Support to Maintenance Operations (including training support)

Innovation, Science and Economic Development Canada (ISED)

Compliance with ITB Policy and Value Proposition Commitments

Performance Management

The Annex D - Performance Management Specification (PfMS) is the critical component of any Performance Based Contract in that it ties together the Annex A - Performance Work Statement (PWS) and Annex B - Basis of Payment (BoP) to ensure the Canadian Government achieves the desired outcomes while ensuring the contractor is delivering Performance while maintaining Value for Money for Canada.

The Contractor's performance in achieving the Contracted Outcomes will be measured against specific performance requirements that are fully defined within Annex D – Performance Management Specifications (PfMS).

7.1.1 Option to Extend the contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to five (5) additional one (1) year period(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.

(Draft) RFP CF-18 Avionics (AVS) In-Service Support (ISS)

Canada may exercise this option at any time by sending a written notice to the Contractor at least 180 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.

7.1.2 Task Authorization

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

7.1.2.1 Task Authorization Process

1. The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization Form for non-DND clients" or "DND 626, Task Authorization Form" or "Task Authorization" form specified in *Annex ___* - *insert at contract award*.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Technical Authority, within thirty (30) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Procurement Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk

7.1.2.2 Task Authorization Limit

The Procurement Authority may authorize individual task authorizations up to a limit of \$*to be insert at contract award*, Applicable Taxes included, inclusive of any revisions.

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

7.1.2.3 Canada's Obligation - Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

7.1.2.4 Periodic Usage Reports - Contracts with Task Authorizations

(Draft) RFP CF-18 Avionics (AVS) In-Service Support (ISS)

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

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

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

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than thirty (30) calendar days after the end of the reporting period.

Reporting Requirement- Details

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

For each authorized task:

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

(Draft) RFP CF-18 Avionics (AVS) In-Service Support (ISS)

For all authorized tasks:

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

7.1.2.5 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by DAP 5-2-5 This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2035 \(2022-05-12\)](#), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

Software Development or Modification Services [4002](#) (2010-08-16), apply to and form part of the Contract.

Goods - Higher Complexity [4012](#) (2012-07-16), apply to and form part of the Contract.

7.3 Security Requirements

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

1. The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of SECRET, with approved Document Safeguarding at the level of SECRET and Production Capabilities at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC) as well as Communications-Electronic Security (COMSEC) account at the level of SECRET, issued by the Communications Security Establishment Canada (CSEC).
2. This contract includes access to controlled goods. Prior to access, the contractor must be registered in the Controlled Goods Program of Public Works and Government Services Canada.

In order to gain access to Controlled Goods, the contractor personnel, who DND would deem to be embedded contractors, pursuant to the 2007 Exchange of Letters between DND and the U.S. Department of State, must EACH be citizens of Canada and hold a valid SECRET clearance, granted or approved by CISD/PWGSC.

(Draft) RFP CF-18 Avionics (AVS) In-Service Support (ISS)

3. The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of RELIABILITY, granted or approved by the CISD, PWGSC.
 4. The Contractor/Offoror personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) **must be citizens of Canada or the United States**, and must EACH hold a valid personnel security screening at the level of SECRET or CONFIDENTIAL, as required, granted or approved by the CISD, PWGSC.
 5. The Contractor personnel requiring access to CLASSIFIED information and/or assets bearing the caveat "CANADIAN EYES ONLY" **must be citizens of Canada** and EACH hold a valid personnel security screening at the level of SECRET or Confidential, as required, granted or approved by the CISD, PWGSC.
 6. The Contractor/Offoror personnel requiring access to FOREIGN PROTECTED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of RELIABILITY, granted or approved by the CISD, PWGSC.
 7. The Contractor/Offoror personnel requiring access to FOREIGN CLASSIFIED information, assets or sensitive work site(s) **must be citizens of Canada or the United States**, and must EACH hold a valid personnel security screening at the level of SECRET or CONFIDENTIAL, as required, granted or approved by the CISD, PWGSC.
 8. The Contractor personnel requiring access to COMSEC information/assets **must be citizens of Canada**, hold a valid security clearance commensurate with the information/assets that will be accessed, have a need-to-know and have undergone a COMSEC briefing and signed a COMSEC Briefing certificate. Access by foreign nationals or resident aliens must be approved by the Head IT Security Client Services at CSEC on a case-by-case basis.
 9. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store any sensitive PROTECTED/CLASSIFIED information until CISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of SECRET including an IT Link at the level of Protected A.
- 6-
10. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
 11. The Contractor must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - (b) *Industrial Security Manual* (latest edition) and the *Industrial COMSEC Material Control Manual* (ICMCM), issued through CISD/PWGSC.

NOTES:

Keying material and associated devices bearing (or intended to bear) the caveat, "CRYPTO", are subject to special safeguards at all times, whether: in bulk storage; in custody at user locations; in current use; or awaiting destruction. Keying Material must be stored in a locked, approved security container, in an area protected by security guards or by an intrusion- detection system when left unattended by COMSEC account personnel or authorized users.

(Draft) RFP CF-18 Avionics (AVS) In-Service Support (ISS)

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

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

7.3.2 Contractor's Sites or Premises Requiring Safeguarding Measures

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

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

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

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to *(fill in at contract award)* inclusive

7.4.2 Transition Period – End of the Contract

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of 12 months under the same conditions to ensure the required transition. 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.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 180 calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

7.4.3 Delivery Points *(insert at contract award)*

7.4.4 Shipping Instructions (Department of National Defence) - Canadian-based Contractor **D0037C** (2016-01-28)

(Draft) RFP CF-18 Avionics (AVS) In-Service Support (ISS)

Delivery will be FCA Free Carrier at _____ (***Insert the named place, e.g. Contractor's facility***) Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.

Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

Inbound Logistics Co-ordination Center (ILCC)
Telephone: 1-877-877-7423 (toll free)
Facsimile: 1-877-877-7409 (toll free)
E-mail: ILHQOttawa@forces.gc.ca

Inbound Logistics Quebec Area (ILQA)
Telephone: 1-866-935-8673 (toll free), or
1-514-252-2777, ext. 4673, 2852
Facsimile: 1-866-939-8673 (toll free), or
1-514-252-2911
E-mail: 25DAFCTrafficQM@forces.gc.ca

The Contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:

the Contract number;

consignee address (for multiple addresses, items must be packaged and labelled separately with each consignee address);

description of each item;

the number of pieces and type of packaging (i.e., carton, crate, drum, skid);

actual weight and dimensions of each piece type, including gross weight;

full details of dangerous goods/hazardous products, as required for the applicable mode of transportation, signed certificates for dangerous goods/hazardous products as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable Canadian Transportation of Dangerous Goods Regulations, and a copy of the safety data sheet in English and French.

Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, and the marking of each piece with a Transportation Control Number.

The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.

If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.

If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either 30 days following the date on which a duly completed shipping

(Draft) RFP CF-18 Avionics (AVS) In-Service Support (ISS)
application is received by Canada or by its appointed forwarding agent, or 30 days following the delivery date specified in the Contract, whichever is later.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Matthew MacLean
Title: Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Aerospace Equipment Program Directorate

Telephone: 343-576-2979
E-mail address: matthew.maclean@tpsgc-pwgsc.gc.ca

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

7.5.2 Technical Authority

The Technical Authority for the Contract is:

Insert name
Director General Aerospace Equipment Program Management (DGAEPM) Fighters and Trainers (FT) x-x
CF-18 Hornet Deputy Weapon System Manager
Department of National Defence
National Defence Headquarters
Phone: xxx-xxx-xxxx (W) / 613-xxx-xxxx (C)
insert.name@forces.gc.ca

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

7.5.3 Procurement Authority

The Procurement Authority for the Contract is:

Insert name
Procurement Authority / CF-18 Avionics (AVS)
Directorate of Aerospace Procurement – DAP 5-x-x
Aerospace Equipment Program Management (DGAEPM)
Department of National Defence / Government of Canada
Phone: xxx-xxx-xxxx (W) / 613-xxx-xxxx (C)
insert.name@forces.gc.ca

(Draft) RFP CF-18 Avionics (AVS) In-Service Support (ISS)

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.4 Contractor's Representative

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

7.6 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.

7.7 Payment

7.7.1 Basis of Payment

For the satisfactory performance of the Work as specified in the Performance Work Statement, the Contractor will be paid as detailed in ANNEX B - Basis of Payment.

Limitation of Price – Tier 1 Activities

For the AAF Tier 1 activities, Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

Limitation of Expenditure – Tier 2 Activities

Canada's total liability to the Contractor under the Contract must not exceed the AAF Tier 2 amount. Customs duties are excluded and Applicable Taxes are extra.

7.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed **\$ insert at contract award**. Customs duties are included and Applicable Taxes are extra.

(Draft) RFP CF-18 Avionics (AVS) In-Service Support (ISS)

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability

7.7.3 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of **\$ insert at contract award**. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any

(Draft) RFP CF-18 Avionics (AVS) In-Service Support (ISS)

revisions,
whichever comes first.

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

7.7.4 Method of Payment

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 *insert at contract award* 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 *insert at contract award* 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.

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. 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.

Payments will be in accordance with the approved Annual Activity Forecast (AAF)

(Draft) RFP CF-18 Avionics (AVS) In-Service Support (ISS)

For Work negotiated in the AAF, the Contractor will be paid in accordance with the Basis of Payment at Annex X following receipt of a progress claim.

7.7.5 T1204 – Direct Request by Customer Department

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

7.7.6 Travel and Living Expenses – National Joint Council travel Directive

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

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

All payments are subject to government audit.

Estimated annual cost must be included in the AAF.

7.7.7 Electronic Payment of Invoices – Contract

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

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

7.7.8 Time Verification

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

7.8 Invoicing Instructions – Progress Payment Claim- Supporting Documentation required

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](#);

(Draft) RFP CF-18 Avionics (AVS) In-Service Support (ISS)

- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- c. a list of all expenses;
- d. expenditures plus pro-rated profit or fee;
- e. the description and value of the milestone claimed as detailed in the Contract.

Each claim must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
 - c. a copy of the monthly progress report.
2. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
3. The Contractor must prepare and certify one original and two (2) copies of the claim on form [PWGSC-TPSGC 1111](#), and forward it to the Procurement Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.
- The Procurement 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.
4. The Contractor must not submit claims until all work identified in the claim is completed.

7.9 Certifications and Additional Information

7.9.1 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.

(Draft) RFP CF-18 Avionics (AVS) In-Service Support (ISS)

7.9.2 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.

7.10 Applicable Laws

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

7.11 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.

insert at contract award

7.12 Defence Contract

SACC Manual clause [A9006C](#) (2012-07-16) Defence Contract
SACC Manual clause [A9062C](#) (2012-07-16) Canadian Forces Site Regulations

7.13 Foreign Nationals (Canadian Contractor)

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

7.14 Insurance – Specific Requirements

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

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

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

(Draft) RFP CF-18 Avionics (AVS) In-Service Support (ISS)

placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.15 Controlled Goods Program

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

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

7.16 Limitation of contractor's Liability for Damages to Canada

This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.

Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to *\$To be inserted at contract award*. This limitation of the Contractor's liability does not apply to:

- any infringement of intellectual property rights; or
- any breach of warranty obligations.

Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.

The liability of the Contractor must in any event cease respecting loss or damage, which occurs more than 12 months following the later of:

- The expiration of the Contract; or

- The first use of that which is being supplied pursuant to the Contract, provided that such first use commences not more than two years following the expiration of the Contract.

To the extent that the liability of the Contractor is proven, the Contractor must be liable only for those damages that, regardless of the nature of the action, are a direct consequence of the Contractor's failure to perform its obligations herein, excluding however any punitive damages or any other damages for which no direct link of causality has been established between such damages and the Contractor's failure to perform its obligation herein.

7.17 Government Site Regulations

SACC Manual clause [A9068C](#) (2010-01-11) Government Site Regulations

(Draft) RFP CF-18 Avionics (AVS) In-Service Support (ISS)

7.18 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](#)".

7.19 Access to Facilities and Equipment

SACC Manual clause [B9028C](#) (2007-05-25) Access to Facilities and Equipment

7.20 Special Production Tooling and Special Test Equipment Owned by Canada – Optimized Weapon Systems Management

SACC Manual clause [L0005C](#) (2008-05-12) Special Production Tooling and Special Test Equipment Owned by Canada – Optimized Weapon Systems Management

7.21 Tooling Loaned by Department of National Defence

SACC Manual clause [B7009C](#) (2008-05-12) Tooling Loaned by the Department of National Defence

7.22 Quality Assurance Authority (Department of National Defence)

SACC Manual clause [D5510C](#) (2022-05-12) Quality Assurance Authority (Department of National Defence) – Canadian based Contractor

7.23 Quality Management Systems - Requirements

SACC Manual clause [D5540C](#) (2021-05-20) ISO 9001: 2015 Quality Management systems – Requirements (Quality Assurance Code Q)

SACC Manual clause [D5545C](#) (2019-05-30) ISO 9001: 2015 Quality Management systems – Requirements (Quality Assurance Code C)

7.24 Release documents (Department of National Defence): Canadian- Based Contractor

SACC Manual clause [D5606C](#) (2017-11-28) Release documents (Department of National Defence): Canadian- Based Contractor

7.25 Military Aviation Replacement Parts – Air worthiness documentation

The Contractor must provide the following airworthiness documentation, for each unit of issue, within the interior packaging or attached to the good(s) supplied:

(Draft) RFP CF-18 Avionics (AVS) In-Service Support (ISS)

7.26 Shipment of Dangerous Goods/Hazardous Products

SACC Manual clause [B1505C](#) (2016-01-28) Shipment of Dangerous Goods/Hazardous Products

7.27 Flight Safety

SACC Manual clause [B4064C](#) (2008-05-12) Flight Safety

7.28 Additional Package Markings

The Contractor must ensure that in addition to the required interior and exterior package markings, the following information is provided: _____.

For item(s) _____ : " when the information is not required for all items.

- a. specification number;
- b. manufacturer's name;
- c. drawing number;
- d. batch or lot number;
- e. qualification number;
- f. cure date of rubber components;
- g. data required by the contract or by the commodity specification;
- h. date of manufacture;
- i. date of repair or overhaul;
- j. name of repair or overhaul contractor;
- k. modification status;
- l. serial number; and
- m. expiration date of shelf life.

These markings must be applied and positioned in accordance with Canadian Forces Packaging Specification D-LM-008-002/SF-001.

7.29 Shelf Life

(Draft) RFP CF-18 Avionics (AVS) In-Service Support (ISS)

The Contractor must ensure that item(s) with shelf life will contain 75 percent of the authorized shelf life as listed in *CFTO D-05-001-001/SF-000* at date of delivery to the Department of National Defence.

7.30 Age Control of Elastomeric Materials

SACC Manual clause [B1202C](#) (2007-05-25) Age Control of Elastomeric Materials

7.31 Quality Plan

No later than _____ **days** after the effective date of the Contract, the Contractor must submit for acceptance by the Department of National Defence (DND) a Quality Plan prepared according to the latest issue (at contract date) of *ISO 10005:2018 "Quality management systems - Guidelines for quality plans"*. The Quality Plan must describe how the Contractor will conform to the specified quality requirements of the Contract and specify how the required quality activities are to be carried out, including quality assurance of subcontractors. The Contractor must include a traceability matrix from the elements of the specified quality requirements to the corresponding paragraphs in the Quality Plan.

The documents referenced in the Quality Plan must be made available when requested by Public Works and Government Services Canada or DND.

If the Quality Plan was submitted as part of the bidding process, the Contractor must review and, where appropriate, revise the submitted plan to reflect any changes in requirements or planning which may have occurred as a result of pre-contract negotiations.

Upon acceptance of the Quality Plan by DND, the Contractor must implement the Quality Plan. The Contractor must make appropriate amendments to the Quality Plan throughout the term of the contract to reflect current and planned quality activities. Amendments to the Quality Plan must be acceptable to DND.

If the Contract includes the option for software design, development or maintenance of software, the Contractor must interpret the requirements of *ISO 9001:2015 "Quality management systems - Requirements"*, according to the guidelines of the latest issue (at contract date) of *ISO/IEC 90003:2018 "Software engineering - Guidelines for the application of ISO 9001:2015 to computer software"*.

7.32 Non-disclosure Agreement

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

Solicitation No. - N° de l'invitation
W8485-22AVS2/DRFT
Client Ref. No. - N° de réf. du client
W8485-22AVS2

Amd. No. - N° de la modif.
File No. - N° du dossier
006bg.W8485-22AVS2

Buyer ID - Id de l'acheteur
006bg
CCC No./N° CCC - FMS No./N° VME

(Draft) RFP CF-18 Avionics (AVS) In-Service Support (ISS)

7.33 Surplus Government Property

SACC *Manual* clause [L5001C](#) (2020-05-28) Surplus Government Property

DRAFT

Solicitation No. - N° de l'invitation
W8485-22AVS2/DRFT
Client Ref. No. - N° de réf. du client
W8485-22AVS2

Amd. No. - N° de la modif.
File No. - N° du dossier
006bg.W8485-22AVS2

Buyer ID - Id de l'acheteur
006bg
CCC No./N° CCC - FMS No./N° VME

(Draft) RFP CF-18 Avionics (AVS) In-Service Support (ISS)

APPENDIX A to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

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

(Draft) RFP CF-18 Avionics (AVS) In-Service Support (ISS)

APPENDIX A to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

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

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

- ☐ A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.
- OR
- ☐ A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

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

Solicitation No. - N° de l'invitation
Buyer ID

W8485-22AVS2/DRFT

Client Ref. No. - N° de réf. du client
W8485-22AVS2

File No. - N° du dossier
006bg.W8485-22AVS2

Amd. No. - N° de la modif. Id de l'acheteur -

006bg

CCC No./N° CCC - FMS No./N° VME

Annex A Performance Work Statement (PWS) and Appendices

Available By Request:

Must submit a valid Security Clearance SECRET and controlled goods certification to Request the following Annexes:

Solicitation No. - N° de l'invitation

Buyer ID

W8485-22AVS2/DRFT

Client Ref. No. - N° de réf. du client

W8485-22AVS2

File No. - N° du dossier

006bg.W8485-22AVS2

Amd. No. - N° de la modif. Id de l'acheteur -

006bg

CCC No./N° CCC - FMS No./N° VME

CF188 AVIONICS (AVS) IN-SERVICE SUPPORT (ISS)

ANNEX B

BASIS OF PAYMENT (BoP)

Section 1 – Introduction

1.1 General

- 1.1.1 In consideration of the performance by the Contractor satisfactorily completing its obligations under this Contract, the Contractor will be paid in accordance with the following Basis of Payment (BoP), in Canadian dollars.
- 1.1.2 The Work performed under this contract, as described in Annex A – Performance Work Statement (PWS), will be organized under a Tiered System of work activities. Work activities described in the PWS are grouped according to Tier levels in this BoP, with corresponding applicable bases of payment for each Tier and Tier subgroup.
- 1.1.3 The main Tier groupings are comprised of:
- a. Tier 1 – Predictable Work/Activity. This is Work that may be considered repeatable, able to be planned and/or scheduled in advance, foreseeable, consistent, having a fixed pattern or level of activity or effort, and expected or anticipated to occur in the same manner over time, to a reasonable extent possible; and
 - b. Tier 2 – Variable Work/Activity. This is Work that may be considered able or likely to change, vary, shift, fluctuate or be irregular over occurrences and/or over time in activity and level of effort and Work that may be difficult to foresee, plan for ahead of time, or be able to expect or anticipate for in advance.
- 1.1.4 The Tiers subgroupings are comprised of:
- a. Tier 1A – Core Embedded Teams;
 - b. Tier 1B – Core Services;
 - c. Tier 1C – Core Material;
 - d. Tier 2A – Above Core Material; and,
 - e. Tier 2B – Above Core Services.
- 1.1.5 **Appendix 1** to this BoP depicts the linkages between the Tier structure described herein and the corresponding specific PWS functional areas.
- 1.1.6 **Appendix 2** to this BoP depicts the linkages between the BoP Tiers, the PWS Functional Areas, and the Performance Measures of the Performance Management Specification (PfMS).

Section 2 – Basis of Payment

2.1 General

2.1.1 The Basis of Payment consists of:

- a. Time and Material Reimbursable (TMR);
- b. Cost Reimbursable with or without Mark-Up, as applicable;
- c. Performance Incentive;
- d. Gain Share; and
- e. Pain Share.

2.2 Time and Material Reimbursable

2.2.1 The following item will be paid as follows:

- a. For the Contractor's personnel, the actual hours worked multiplied by the latest approved contract year hourly Rate, as applicable, in accordance with **Table 5**.

2.3 Cost Reimbursable with Approved Mark-Up

- 2.3.1 For Subcontract work including Arm's Length and Parent or Affiliates, the Laid Down Cost of the Subcontract, excluding the Subcontractor Travel and Living costs, plus the applicable approved Mark-Up will be in accordance with **Table 5**.
- 2.3.2 For CF188 AVS Spare Parts ordered outside of the current inventory, the Laid Down Cost of the Parts, plus the applicable approved Mark-Up will be in accordance with **Table 5**.

2.4 Cost Reimbursable without Mark-Up

- 2.4.1 The following items will be paid at the Laid Down Cost incurred without allowance for Mark-Up or Profit, and include the following cost types:
 - a. Contractor's Travel and Living costs (including those covered under Fixed Price);
 - b. Subcontractors' Travel and Living costs;
 - c. Transportation and Freight charges related to parts (Spare Parts and repairable parts);

2.5 Performance Incentive

- 2.5.1 A pre-determined Performance Incentive will be paid in one installment, available annually, once Canada has confirmed that the Contractor has met the applicable award conditions as defined in Annex D – Performance Management Specification (PfMS).
- 2.5.2 The Performance Incentive amount is in accordance with paragraph 11.2.1.1 herein.

-
- 2.5.3 Financial gains made by the Contractor through a Performance Incentive pursuant to Annex D – PfMS do not count as Profit for the sake of any Profit audit and not applicable under 1031-2 Contract Cost Principles for the purpose of Rates negotiations.

2.6 Gain Share

- 2.6.1 A Gain Share amount based on a pre-determined Gain Share percentage or ratio will be paid by Canada in one installment, available at the end of the initial 5-year contract firm period, and at the end of subsequent 5-year block contract option periods, conditional upon the Contractor meeting the applicable award conditions as defined in Annex D - PfMS.
- 2.6.2 The Gain Share ratio or percentage is in accordance with paragraph 11.2.2.1 herein.
- 2.6.3 Gain Share applies to activities under Tier 1 (A, B and C) only.
- 2.6.4 Financial gains made by the Contractor through a Gain Share pursuant to Annex D – PfMS do not count as Profit for the sake of any Profit audit and not applicable under 1031-2 Contract Cost Principles for the purpose of Rates negotiations.

2.7 Pain Share

- 2.7.1 A Pain Share amount based on a pre-determined Pain Share percentage or ratio will be paid by the Contractor in one installment, at the end of the initial 5-year contract firm period, and at the end of subsequent (single or bundled) option periods, conditional upon the Contractor meeting the applicable award conditions as defined in Annex D - PfMS.
- 2.7.2 The Pain Share ratio or percentage is in accordance with paragraph 11.3 herein.
- 2.7.3 Pain Share applies to activities under Tier 1 (A, B and C) only.

Section 3 – Variations of Significance

- 3.1 In the event that significant variations are foreseen to be realized from the then current AAF to the next Fiscal Year AAF in the baseline of Yearly Flying Rate (YFR) expressed in **AAF Fleet Planning and Assumption Appendix 2 to Annex A**, significant variations in fleet size expressed as **(Appendix - insert at contract award)**, and/or a change in the number of CF188 at geographic locations expressed as **(Appendix - insert at contract award)**, during the **Contract Firm Period**, the Parties agree to engage in discussion and any changes related to any of the **Tables** under this Article will be at the negotiated agreement of the Parties and in accordance with the Contract Terms and Conditions.
- 3.2 In the event of significant variations are foreseen to be realized from the then current AAF to the next Fiscal Year AAF in the baseline of Yearly Flying Rate (YFR) expressed in **Appendix - insert at contract award**, significant variations in fleet size expressed as **(Appendix - insert at contract award)**, and/or a change in the number of CF188 at geographic locations expressed as **(TBD)**, during an **Option Block Period**, if awarded as applicable, the Parties agree to engage in discussion and any changes related to any of the **Tables** under this Article will be at the negotiated agreement of the Parties and in accordance with the Contract Terms and Conditions.
- 3.3 In the event of a significant variation in Fleet YFR, and/or a change in the number of CF188 geographic locations expressed in **Appendix - insert at contract award**, during the **Fleet Sundown Phase**, the Parties agree to engage in discussion and any changes related to any of the **Tables** under this Article will be at the negotiated agreement of the Parties and in accordance with the Contract Terms and Conditions.

Section 4 – Basis of Payment Tiers

4.1 Tier 1A – Core Embedded Teams

4.1.1 Tier 1A consists of the Contractor embedded support personnel located at:

- a. 4 Wing, Cold Lake, AB;
- b. 3 Wing, Bagotville, QC; and,
- c. DGAEPM, Gatineau, QC.

4.1.2 For Tier 1A, the Contractor will be paid TMR for baseline contracted activities and will be in accordance with the Basis of Payment in **Table 1**.

Table 1 - Contracted On-Site TMR Annual total cost per location

Locations (\$ In CAD)	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5
4 Wing (Cold Lake, AB) - BoP Tier 1A - Core Embedded Teams					
3 Wing (Bagotville, QC) - BoP Tier 1A - Core Embedded Teams					
DGAEPM (Gatineau, QC) - BoP Tier 1A - Core Embedded Teams					

4.1.3 An activity considered as an exceptional event not covered by Tier 1A will be managed as an Additional Work Request (AWR) and paid as TMR or Cost Reimbursable in accordance with the Rates and Mark-Ups shown in **Table 5**. The AWR will be managed in accordance with Tier 2B provisions herein.

4.2 Tier 1B – Core Services (Non-embedded contractors)

4.2.1 Tier 1B consists of the predictable activities under the following Functional Areas:

- a. Program Management (Contractor TMR Labour);
- b. Engineering Support (Contractor & Subcontractor TMR Labour)
- c. Maintenance Support (Contractor TMR Labour);
- d. Material Support (Contractor TMR Labour); and
- e. Other Direct Costs (Contractor).

4.2.2. For Tier 1B, the Contractor will be paid TMR for baseline contracted activities and will be in accordance with the Basis of Payment in **Table 2**.

4.2.3. Under Tier 1B, for all authorized Work performed on a TMR basis and Cost Reimbursable with or without Mark-Up, as applicable, the Contractor will be paid using the Rates and Mark-Ups in **Table 6**. The Rates and Mark-Ups in **Table 6** are inclusive of Profit.

Table 2 Tier 1B Core Services (Non-embedded contractors)

Contract Year	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5
Program Management (Contractor TMR Labour);	\$	\$	\$	\$	\$
Engineering Support (Contractor & Subcontractor TMR Labour)	\$	\$	\$	\$	\$
Maintenance Support (Contractor TMR Labour);	\$	\$	\$	\$	\$
Material Support (Contractor TMR Labour);	\$	\$	\$	\$	\$
Other Direct Costs (Contractor).	\$	\$	\$	\$	\$

4.3 Tier 1C – Core Material

4.3.1 Tier 1C consists of the following activities:

- Material – Predictable procurement of AVS Parts or consumables (Prime Contractor);
- Material – Component Repair and Overhaul (CR&O) lines (Subcontractors, Overhaul activities only (disassembling/assembling, inspection, lubrication, scheduled repairs, testing, etc.), not including variable activities (major repairs, unscheduled parts replacement) as latter covered under Tier 2A); and

4.3.2 In consideration of the performance by the Contractor of its obligations contained in Tier 1C, Canada will, based on the receipt of invoices, pay the Contractor in Canadian dollars as follows:

- a. For the cost of the AVS parts purchased by the Prime contractor on a Laid Down Cost in Table 3 will be at Rates and/or Prices agreed to by Canada and with an approved Mark-Up as per the Mark-Up Rate in Table 6;
- b. For the cost of the Work carried out directly by the Subcontractor on a Time and Material Reimbursable basis in Table 3 will be at Rates and/or Prices agreed to by Canada and with an approved Mark-Up as per the Mark-Up Rate in Table 6; and

Table 3 – Tier 1C Core Material (w/o Mark Up)

Contract Year	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5
Material (Prime)- AVS Parts	\$	\$	\$	\$	\$
Maintenance and Material (Subcontractors), includes CR&O activities- S/C TMR Labour	\$	\$	\$	\$	\$

4.4 Predictable Cost Baseline – Tier 1

4.4.1 As described in Annex D – PfMS, a focus will be placed on the Contractor's performance in meeting Cost Containment/Reduction targets for the Predictable Activities. The Predictable Cost Baseline (PCB) for each Year of the contract for work associated with Tier 1 is as follows:

Table 4 – Tier 1 Predictable Cost Baselines

Tier 1 Predictable Cost Baselines					
Contract Year	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Baseline	\$	\$	\$	\$	\$

4.4.2 The methodology, use and purpose of the PCB is provided in Annex D – PfMS.

4.4.3 The PCB is not to be adjusted unless associated with a Variation of Significance, as detailed herein in Section 3.

4.4.4 The PCBs, and **Table 4**, will be re-baselined in Year 5 of the initial Firm Period and agreed upon by the Contractor and Canada prior to the award of the next Option Year(s) (single or bundled). For Option Years, **Table 4** will be revised to reflect the successfully negotiated baselines for the corresponding Option Years.

4.4.5 The dollar amounts expressed in *Table 4* are not chargeable Prices that can be invoiced by the Contractor. The amounts expressed are baseline targets used for performance management purposes to promote cost containment and reduction goals, with potential for Gain Share opportunity per paragraph 2.8.

4.5 Tier 2A – Above Core Material (Variable)

4.5.1 Tier 2A consists of the following procurement activities (not included under Tier 1C):

- a. Material – AVS Parts (Contractor); For the cost of the AVS parts purchased by the Prime contractor on a Laid Down Cost in Table 3 will be at Rates and/or Prices agreed to by Canada and with an approved Mark-Up as per the Mark-Up Rate in Table 6;
- b. Material – Component Repair and Overhaul (CR&O) lines (Sub-contractors, unscheduled maintenance/repairs/procurement); For the cost of the Work carried out directly by the Subcontractor on a Time and Material Reimbursable basis in Table 3 will be at Rates and/or Prices agreed to by Canada and with an approved Mark-Up as per the Mark-Up Rate in Table 6;

4.6 Tier 2B – Above Core Activities

4.6.1 Tier 2B consists of the following activities:

- a. Eng Sp (Capital Projects);
- b. Mat Sp (Capital Projects);
- c. Augmented Sp (NP & Capital Projects);
- d. Transportation and freight of AVS parts (Contractor & Subcontractors);
- e. Divestment Activities;
- f. Travel & Living;
- g. Financial rewards (Financial Incentives & Gain Share); and
- h. Miscellaneous

4.6.2 For Work not addressed under any one of the Tiers 1A, 1B, 1C, or 2A, the Work will be assessed as falling under Tier 2B and, as a result, an Additional Work Request (AWR) via a DND 626 Task Authorization Form must be issued and approved by the appropriate authority entities, as described in the Contract Terms and Conditions and Task Authorization process described therein.

4.6.3 Under Tier 2B, for all authorized Work performed on a TMR and Cost Reimbursable basis, with or without Mark-Up, as applicable, the Contractor will be paid using the Rates and Mark-Ups in **Table 6**. The Rates and Mark-Ups in **Table 6** are inclusive of Profit.

Section 5 – Annual Work Authorization and Additional Work Request

5.1 Canada-Issued Contractor's Annual Work Authorization

- 5.1.1 Section 5 provides for a pre-authorized financial level IAW approved AAF for the Contractor to draw on without additional approval from Canada for unplanned Additional Work Request (AWR).
- 5.1.2 An annual enabling DND 626 Task Authorization will be issued by Canada to the Contractor which will provide the Contractor pre-approved authorization to carry out work for specific goods and services for Tier 1, Tier 2A and certain other activities and unplanned AWR.
- 5.1.3 Intent of this authorization is to provide the Contractor flexibility, in case of unplanned requirements for low-risk goods and services which may occur during scheduled maintenance that are not covered by the standard tasks under Tier 1 and Tie 2A activities. Intent is also to reduce administrative burden on Canada and the Contractor to allow the Contractor to execute low value, low risk, required repairs and procurements.
- 5.1.4 The annual enabling DND 626 will have a dollar limit ceiling, exclusive of taxes, that the Contractor may not exceed, without additional funding being approved by Canada. Pre-approved additional work, under this provision, may not exceed \$XX,XXX.XX CAD (exclusive of taxes) in value of goods and services. Combined tasks exceeding \$XX,XXX.XX CAD in goods and services will require approval of the DND TA/PA/CA, through a separate AWR request.
- 5.1.5 The dollar ceiling limit of the annual enabling DND 626 will be \$XXX,XXX.XX CAD, taxes excluded. The ceiling limit may not be exceeded without an approved amendment to the DND 626 from the PWGSC Contracting Authority amending the ceiling limit.

Section 6 – Contract Periods

6.1 Contract Firm Period

- 6.1.1 The Contract Firm Period is described in Article (*insert at contract award*), Contract Terms and Conditions. In consideration of the performance by the Contractor satisfactorily completing its obligations under this Contract, the Contractor will be paid in accordance with the **Tables** contained herein (excluding **Table 4**) and the other provisions of this Basis of Payment.

6.2 Contract Option years

- 6.2.1 The Contract Option years (single or bundled) are described in Article (*insert at contract award*), Contract Terms and Conditions. If Option years (single or bundled) are to be issued under the Contract upon completion of the Contract Firm Period, this Basis of Payment will be revised, via a Contract Amendment, to add additional Contract Years columns to all necessary tables herein, with all pricing amounts adjusted as applicable. Pricing adjustments will be managed in accordance with the provisions set forth in Para 7.2 herein. If awarded, Option year(s) (single or bundled) will begin at Contract Year 6, for a subsequent contract duration.
- 6.2.2 Prices, Labour Rates, Mark-Ups, and Tier 1 Predictable Cost Baselines for any option period issued after the Contract Firm Period are to be negotiated and Canada-approved prior to issuing Option years (single or bundled), and all **Tables** are to be updated accordingly, as applicable.

6.3 Contract Fleet Sundown Period

- 6.3.1 At the time fleet retirement or End of Fleet Life (EFL) is declared, there may be a period of approximately one to five years (estimation) before the anticipated end of the Contract that could reasonably be expected to have fleet operational and programmatic adjustments to affect a fleet sundown and retirement.
- 6.3.2 At such time, Rates, Prices, Mark-Ups, and Tier 1 PCBs contained in the Basis of Payment may require adjustments where appropriate for the reality of the sundown of the fleet to EFL. Collaboration between the Contractor and Canada on Contract Close-Out activities and management thereof will be required. This may be required because of, but not limited to, a drawdown of YFR, fleet size, operational posture / role, etc.
- 6.3.3 Any changes to the Basis of Payment for this period will be negotiated and agreed to by the Parties.

Section 7 – Contractor Rates

7.1 Approved Rates (Firm Period)

7.1.1 For all authorized Work performed on a TMR and Cost Reimbursable basis, from **01 April 2024 to 31 March 2029** (exact dates finalized at contract award), the Contractor will be paid using the negotiated and approved Rates as specified in **Table 6 – Contractor Rates** below. These approved Rates are inclusive of Profit.

7.1.2 In addition to those activities where TMR and Cost Reimbursable basis of payment applies, the approved Rates in **Table 6** also apply for Additional Work Requests (AWRs) as applicable.

Table 6 – Contractor Rates and Estimated Values

LABOUR CATEGORY (\$ In CAD) (will change to reflect winning bidder's labour categories)	# of PY (where applicable)	Contract Year 1 Hourly Rate	Contract Year 2 Hourly Rate	Contract Year 3 Hourly Rate	Contract Year 4 Hourly Rate	Contract Year 5 Hourly Rate
BoP Tier 1B - Core Services (TMR) - Predictable						
Program Management (Prime Contractor - labour)		\$	\$	\$	\$	\$
Engineering Support –Prime CO		\$	\$	\$	\$	\$
Engineering Support –Sub-Contractor		\$	\$	\$	\$	\$
Maintenance Support – Prime Contractor		\$	\$	\$	\$	\$
Material Support - Prime		\$	\$	\$	\$	\$
Other Direct Costs - 3rd Party Repairs (Estimated Value)		\$	\$	\$	\$	\$
Other Direct Costs - Other admin (Estimated Value)		\$	\$	\$	\$	\$
BoP Tier 2A – Material - Variable						
Material (Prime) – Variable (Estimated Value)		\$	\$	\$	\$	\$

Solicitation No. - N° de l'invitation
Buyer ID

W8485-22AVS2/DRFT

Client Ref. No. - N° de réf. du client
W8485-22AVS2

File No. - N° du dossier
006bg.W8485-22AVS2

Amd. No. - N° de la modif. Id de l'acheteur -

006bg

CCC No./N° CCC - FMS No./N° VME

Material (Subcontractors) – variable (Estimated Value)		\$	\$	\$	\$	\$
BoP Tier 2B - Above Core (TMR)						
Engineering Support (e.g. Capital Project or new task)		\$	\$	\$	\$	\$
Maintenance Support (e.g. Capital Project or new task)		\$	\$	\$	\$	\$
Material Support (e.g. Capital Project or new task)		\$	\$	\$	\$	\$
Transportation – Prime (Estimated value)		\$	\$	\$	\$	\$
Transportation - Sub Contractor (Estimated value)		\$	\$	\$	\$	\$
Divestment Activities (Estimated Value)		\$	\$	\$	\$	\$
Overtime – Prime (provincial rates)		%	%	%	%	%
Overtime – Sub-Contractor		%	%	%	%	%
T&L Expenses ((Estimated Value)		\$	\$	\$	\$	\$
Material Burden and Mark-up						
Material Burden (Parts)		%	%	%	%	%
ODC- Mark-up		%	%	%	%	%
Transportation – Mark-up		%	%	%	%	%
External Training – Mark-up		%	%	%	%	%
Relocation – Mark up		%	%	%	%	%
Sub-Contractor Program Charge –Mark-up		%	%	%	%	%
Sub-Contractor Time and Material – Mark-up		%	%	%	%	%
Sub-Contractor Overtime – Mark-up		%	%	%	%	%
Sub-Contractor ODC – Mark-up		%	%	%	%	%

Sub-Contractor Transportation – Mark-up		%	%	%	%	%
Sub-Contractor Material (Parts) – Mark-up		%	%	%	%	%

7.2 Determination and Approval of Rates and Prices (Option Year(s) (Single or bundled))

- 7.2.1 Rates, Mark-Ups, and Prices for the Option Year(s) (single or bundled) to start after the Contract Firm Period will be negotiated and approved prior to issuing the Option Year(s) (single or bundled). All Tables will be updated accordingly, reflecting the negotiated and approved Rates, Mark-Ups, and Prices.
- 7.2.3 One (1) year prior to the expected start of an Option Year(s) (single or bundled), the Contractor shall submit a financial proposal to the PWGSC Contracting Authority and PWGSC Price Support Group financial analyst. The proposal will include details on the Contractor's proposed Rates, Prices, Mark-Ups, proposed Profit, and PCBs for the Option Year(s) (single or bundled).
- 7.2.4 The determination and negotiation of Rates, Prices, Mark-Ups, and Profit **for Option Period(s)** will be in accordance with Contract Cost Principles 1031-2 SACC clause and PWGSC departmental profit policy. The Contractor's proposal will be in sufficient detail to meet the needs of review under SACC 1031-2 clause, department profit policy and for Canada to understand the methodology, composition, assumptions, calculations, and roll-up of cost estimates of the financial proposal covering the Option Year(s) (single or bundled). The negotiation and determination of the PCBs will be as agreed-to by the Contractor, the PWGSC Contracting Authority and the Department of National Defence CF188 AVS Weapon System Manager. For PCBs, the Contractor's proposal will be in sufficient detail such that Canada is able to understand the methodology and breakdown of the PCBs proposed by the Contractor.
- 7.2.5 The Contractor and PWGSC will engage in rates and pricing negotiation upon receipt of the Contractor's financial proposal. It will be the expectation of the Parties that rates and price negotiation is concluded with Canada-approved Rates, Prices, Mark-Ups, and PCBs confirmed prior to the start date of Option Year(s) (single or bundled).
- 7.2.6 The updated Basis of Payment, reflecting the Rates, Prices, Mark-Ups, and PCBs for the Option Year(s) (single or bundled), will be evidenced for administrative purposes, through a contract amendment issued by the PWGSC Contracting Authority.

Section 8 – Specific Considerations

8.1 Considerations under Tier 2A – Above Core Material

8.1.1 In consideration of the performance by the Contractor of its obligations contained under Tier 2A – Variable Material, Canada will, based on the receipt of invoices, pay the Contractor in Canadian dollars as follows:

- a. Procurement of Parts and Goods. For CF188 AVS Parts ordered outside of the Current Inventory, which are procured by the Contractor from other vendors and other OEM's, the Contractor will negotiate vendor Prices periodically and offer Canada the sale of such parts plus the approved Mark-Up rate, over the negotiated vendor Price as reflected in the purchase order with that vendor, in accordance with **Table 6**, for the applicable contract year.

8.2 Optional Additional Discount

8.2.1 Advance payment clause (Under Construction)

8.2.2 Advance payment - DND financial management tool (Under Construction)

Section 9 – Other General Provisions

9.1 Cost of Transportation

- 9.2.1 For transportation of Deliverable End Items, the Prices shall include transportation costs from the point of origin to the destination.
- 9.2.2 For Spare Parts, the Contractor shall prepay the transportation costs including the applicable customs charges and the cost of transportation from Contractor's warehouse, to the destination, and claim these costs, with allowance for Mark-Up, as a separate line item on the monthly consolidated claim for progress payment. The Contractor shall also prepay the transportation costs and include the cost of transportation from and to CF188 AVS units, and claim these costs, with allowance for Mark-Up, as a separate line item on the monthly consolidated claim for progress payment.
- 9.2.3 For Repairables, the Contractor shall prepay the transportation costs including the applicable customs charges, and the cost of transportation between Contractor's warehouse, and the appropriate authorized repair stations, and claim these costs, with allowance for Mark-Up, as a separate line item on the monthly consolidated claim for progress payment.

9.3 Travel and Living Expenses

- 9.3.1 A portion of Travel and Living activities that can be forecasted, planned and that predictably occur year over year, such as but not limited to, standing governance meetings, an annual Travel Plan Fixed Price and listing of travels will be negotiated and approved by both Parties. The Travel Plan will apply for each year and for the duration of the Contract Firm Period. The Estimated value for yearly planned travel will be in accordance to **Table 6**.
- 9.3.2 All authorized travel and living expenses of the Contractor, categorized under Tier 2B of the Basis of Payment, reasonably and properly incurred in the performance of the Work, supported by appropriate receipts, will be paid by Canada on a cost reimbursement basis, without any allowance for mark-up and/or administrative overhead. All payments are subject to government audit and must not exceed the allowable costs as stated in the National Joint Council Travel Directive. www.njc-cnm.gc.ca.

9.4 GST/HST/QST

- 9.4.1 Good and Services Tax (GST), Harmonized Sales Tax (HST), or Quebec Sales Tax (QST), are not included in the Prices and Rates herein. In cases when it applies, the GST/HST/QST will be shown separately on all invoices and will be paid by Canada. The Contractor agrees to remit to the related Government Tax collection agencies any GST/HST/QST that the Contractor receives from Canada.

9.5 Application of Reimbursement and Credits

- 9.5.1 The Government of Canada Financial Administration Act, section 39 stipulates the following:
- a. "An overpayment shall be credited to the appropriation against which the related expenditure, advance or payment was charged".
- 9.5.2 The DND Financial Administration Manual 1018-1– Managing Public Revenue, paragraph 25 stipulates the following:

-
- a. "Refunds of expenditures (e.g., recoveries of overpayments, refunds of advance payments, refunds of sales or excise taxes and customs duties) can be credited to the budget that was originally charged only if the refund is received in the same fiscal year as the original charge. Refunds of previous years' expenditures cannot be re-spent."

- 9.5.3 As a result of the above regulations, the Contractor is not authorized to apply to the progress claim invoices any credit related to refunds of previous fiscal year overpayments. In the event of such overpayment, the Contractor will apply to DND for directives on how to proceed for the refund.

9.6 Costing Data Collection

- 9.6.1 To accumulate the necessary costing data that will be used as a baseline for negotiations in the establishment of Predictable Cost Baselines and labour Rates for the first and subsequent Option Periods to End of Contract, the Contractor must record costs, separately and in detail for each basis of payment element included in Tiers 1A, 1B, 1C, 2A, and 2B for the duration of the Contract.
- 9.6.2 This cost collection must be based on a Government of Canada approved cost accounting system using the cost and collection principles of the Costing Principle 1031-2, with the intent of ensuring a fair and reasonable allocation of cost against each basis of payment element.
- 9.6.3 The data collected will not be used to apply Rate adjustments against previous years but rather to determine reasonable costing baselines which will result in effective Government of Canada and Contractor relational sharing contracting.
- 9.6.4 Behaviour from the Contractor conducive to a Collaborative Environment by enabling the Sustainability Enterprise to meet two critical Value for Money requirements (Smart Buyer & Should Cost Determination) under Canada's Sustainability Initiative will be assessed yearly under SPM 3 – Behaviour, detailed in Annex D – PfMS.

9.7 Audit Requirements – Performance Metrics

- 9.7.1 The Contractor's calculations under the Performance Metrics are subject to verifications by government audit, at the Contracting Authority's discretion, before and after payment is made to the Contractor under the Terms and Conditions of this contract.
- 9.7.2 The Contractor shall cooperate fully with Canada during the conduct of any such audit by providing Canada with access to such records and systems as Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If, because of conducting such an audit, Canada determines that the Contractor's records or systems for identifying, calculating, and recording the credits are inadequate, the Contractor shall implement such additional measures as may be required by the Contracting Authority.
- 9.7.3 The Contractor's cost allocation system is subject to verification by government audit, at the discretion of Canada.

Solicitation No. - N° de l'invitation
Buyer ID

W8485-22AVS2/DRFT

Client Ref. No. - N° de réf. du client
W8485-22AVS2

File No. - N° du dossier
006bg.W8485-22AVS2

Amd. No. - N° de la modif. Id de l'acheteur -

006bg

CCC No./N° CCC - FMS No./N° VME

**Section 10 – Industrial and Technological Benefits Commitments and Related Financial
Adjustments (under Construction)**

Section 11 – Rewards and Remedies

11.1 General

- 11.1.1 The complete description of the CF188 AVS Performance Management Framework (PfMF) is provided in Annex D - Performance Management Specification (PfMS). The PfMS contains the methods and formulas, necessary to calculate the values of the Strategic Performance Measures (SPMs) and their applicability for Performance Incentives and Gain Share. The framework of the PfMS will be used to determine performance scoring results based on submitted performance data, which may recommend a Performance Incentives payment and Gain Share, as applicable.
- 11.1.2 The associations between performance measures of the PfMS, the Tiered scope of work elements of the Performance Work Statement (PWS) and the Tier structure of the Basis of Payment is illustrated in Appendix 2 of this Annex, as included hereunder.
- 11.1.3 Payments to the Contractor by Canada may be adjusted based on the actual level of performance achieved by the Contractor through applicability and award of a Financial Incentive and/or a Gain Share per Annex D - PfMS and through the governance process in also in Annex D, PfMS.

11.2 Financial Rewards

11.2.1 Annual Financial Incentive

- 11.2.1.1 All Strategic Performance Measure (SPM) descriptions, calculations and provisions for incentives are described in detail in Annex D – PfMS. Based on successful SPM scores achieved at the end of each annual performance period as defined in Annex D, and approved exclusively by the Government of Canada representatives of the Strategic Performance Review Meeting, a maximum annual Performance Incentive of *(to be finalized at contract award by Canada)* will be awarded to the Contractor if all conditions for award of a Performance Incentive are met in accordance with Annex D, Performance Management Specification.
- 11.2.1.2 An approved Annual Financial Incentive payment must be invoiced to Canada using the monthly consolidated progress claim process on form PWGSC 1111, using Basis of Payment line item identified as: Financial Incentive. The payment will be made as a single lump-sum amount.

11.2.2 Gain Share

- 11.2.2.1 This reward is associated specifically with SPM-02 Affordability. The performance period for Gain Share will be based initial Contract's Firm Period block of 5 years, and any subsequent awarded Option year (s) (Single or Bundled). When a Gain Share is realized and authorized after the end of the firm period, the Savings will be shared between the Contractor and Canada on a *(to be finalized at contract award)* ratio, where the Contractor receives *(to be finalized at contract award)* of the value of the Savings. The Gain Share incentive will only apply to the BoP Tier 1A, Tier 1B, and Tier 1C work activities.

11.2.2.2 Over a cumulative 5-Year Option Block Period that the Contractor's total amount invoiced for Tiers 1A, 1B and 1C combined activities falls below the cumulative 5-Year Option Block Period Predictable Cost Baseline, as negotiated and mutually agreed to by the Contractor and Canada, a Gain Share will apply, conditional to any other measures as described in the PfMS. The Gain Share ratio above will apply to the difference between the actual amounts invoiced yearly added together and Predictable Cost Baseline for the applicable performance period.

11.2.2.3 The Gain Share incentive amount must be invoiced to Canada on the PWGSC 1111 form using Basis of Payment line item identified as Gain Share Incentive. The Gain Share incentive is paid, if applicable, in one single lump-sum payment every five years.

11.2.3 Pain Share and Hold Back (Under Construction - TBD in the Final RFP)

11.4 Value Change Proposal (VCP)

11.4.1 All the details of the VCP initiative are described in Annex D, Performance Management Specification.

11.4.2 VCP Payment

11.4.2.1 Approved Category B VCPs, defined in Annex D, PfMS, must be incorporated in the Annual Activity Forecast (AAF). The Contractor must invoice Canada in arrears as a separate Line Item on the monthly consolidated progress claim, using the PWGSC 1111 form, indicated on a line item named Value Change Proposal Payment. The progress claim will list each VCP number and indicate the number of each VCP that was applied during the monthly invoice claim period. Canada shall reimburse the Contractor in accordance with the defined Sharing Ratio as determined through the process in Annex D, PfMS. The payment will be made as a single lump-sum amount.

11.4.2.2 Canada shall reimburse the Development and Implementation Costs according to the agreed sharing ratio.

11.4.2.3 The Contractor will be eligible for sharing VCP savings for the period of time agreed to when the VCP was accepted.

11.5.3 Cost Verification

11.5.3.1 Details of VCP costs and savings shall be subject to verification by Canada and the Contractor is responsible for maintaining adequate records to support all aspects of the VCP in accordance with the Contract's Accounts and Audits clause.

Solicitation No. - N° de l'invitation
W8485-22AVS2/DRFT

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
006bg

Client Ref. No. - N° de réf. du client
W8485-22AVS2

File No. - N° du dossier
006bg.W8485-22AVS2

CCC No./N° CCC - FMS No./N° VME

CF188 AVS ISS Annex B – Basis of Payment

**Appendix 1 – Linkages between the Basis of Payment and the Performance Work Statement
Functional Areas (Under Construction - TBD in the Final RFP)**



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 DND		2. Branch or Directorate / Direction générale ou Direction DAEPM(FT)	
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 CF188 Avionics Optimized Weapon System Support, Full In-Service support, with all elements from program management, maintenance, supply chain management to disposal. NOT FINAL SRCL SUBJECT TO CHANGE FOR DRAFT PURPOSE ONLY			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>		NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input 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 type="checkbox"/>
Not releasable À ne pas diffuser <input checked="" type="checkbox"/>			
Restricted to: / Limité à : <input checked="" type="checkbox"/>		Restricted to: / Limité à : <input type="checkbox"/>	Restricted to: / Limité à : <input checked="" type="checkbox"/>
Specify country(ies): / Préciser le(s) pays : USA/Canada		Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) pays :
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>		NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input checked="" 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 checked="" type="checkbox"/>		NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input checked="" type="checkbox"/>
SECRET SECRET <input checked="" type="checkbox"/>		COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input checked="" 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"/>



PART A (continued) / PARTIE A (suite)

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

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

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

Document Number / Numéro du document :

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

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

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

Special comments:

Commentaires spéciaux : _____

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

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

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

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

PRODUCTION

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

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

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

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



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

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

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET TRÈS SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
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).



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
Maj Kushal Patel	DAEPM(FT) 2-4	

Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
343-571-5023		Kushal.Patel@forces.gc.ca	10 Nov 2022

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

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature

Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	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
Jean Araujo	DAP 5-2-5	

Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
819-939-4255		jean.araujo@forces.gc.ca	

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

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature

Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

Solicitation No. - N° de l'invitation
Buyer ID

W8485-22AVS2/DRFT

Client Ref. No. - N° de réf. du client
W8485-22AVS2

File No. - N° du dossier
006bg.W8485-22AVS2

Amd. No. - N° de la modif. Id de l'acheteur -

006bg

CCC No./N° CCC - FMS No./N° VME

Annex D Performance Management Specification (PfMS)

Available By Request:

Must submit a valid Security Clearance SECRET and controlled goods certification to Request the following Annexes:

N° de l'invitation - Solicitation No.
W8485-22A VS2/A
N° de réf. du client - Client Réf. No.
W8485-22A VS2

N° de la modif. - Amd. No.
File No. - N° du dossier
006bg W8485-22A VS2

Id de l'acheteur - Buyer ID
006bg
N° CCC / CCC No./ N° VME - FMS

CF-18 AVS ISS contract

Annex E: Part1: Mandatory Requirements and Method of Compliance

ID #	Mandatory Requirements	Method of Compliance	Performance Work Statement (PWS) Reference
1- Program Management - Management	The Respondent must describe its capability and experience, the project management team and provide current client and main subcontractor contact(s). The Respondent must demonstrate in accordance with the method of compliance how it meets the requirements of the Performance Work Statement (PWS).	Respondent must provide a succinct resume of its capability and experience, the project management team and provide current client and main subcontractor contact(s). The Resume must include how the respondent will meet the In-service support requirements of the performance work statement.	PWS Section 3.
2- Military Aircraft avionics In-Service Support	The Respondent must certify that it has at least 2 years' experience in the last 5 years managing avionics In-Service Support (ISS) on a military aircraft fleet.	Provide a letter from a previous customer or documentation from a previous contract (including contract cover page) that clearly demonstrates that the Respondent has provided military aircraft avionics ISS for at least 2 years in the last 5 years.	Entire PWS
3- Material Management Support – Supply Chain Management (SCM)	Respondent must have experience in SCM of aviation avionics parts (a minimum of 500 aviation parts) for a minimum of 2 years in the last 5 years.	Provide a letter from a previous customer or documentation from a previous contract (including contract cover page) that clearly demonstrates that the Respondent has provided SCM of aviation avionics parts (a minimum of 500 aviation parts) for a minimum of 2 years in the last 5 years.	PWS Section 6
4- Maintenance Support- Maintenance Experience - Avionics	The Respondent must have at least 2 years' experience within the last 5 years in providing Repair and Overhaul Service for Military Aircraft Avionics.	Provide a letter from a previous customer or documentation from a previous contract (including contract cover page) that clearly demonstrates that the Respondent has at least 2 years of experience within the last 5 years in providing Repair and Overhaul Service for Military Aircraft Avionics.	PWS Section 5
5- Maintenance Support- Repaired item capacity	The Respondent must have at least 2 years of experience within the last 5 years repairing at minimum 300 Military	Provide a letter from a previous customer or documentation from a previous contract (including contract cover page) that clearly	PWS Section 5

N° de l'invitation - Solicitation No.
W8485-22A VS2/A
N° de réf. du client - Client Réf. No.
W8485-22A VS2

N° de la modif. - Amd. No.
006bg
File No. - N° du dossier
006bg, W8485-22A VS2

Id de l'acheteur - Buyer ID
006bg
N° CCC / CCC No./ N° VME - FMS

	avionics systems repairs per calendar year (12 months).	demonstrates that the Respondent has at least 2 years of experience within the last 5 years repairing at minimum 300 military avionics systems repairs per calendar year (12 months).	
6- Engineering Support – Military Avionics	The Respondent must have at least 2 years of experience within the last 5 years providing a minimum of 200 hours of Engineering Support hours with Military avionics systems.	Provide a letter from a previous customer or documentation from a previous contract (including contract cover page) that clearly demonstrates that the Respondent has at least 2 years of experience within the last 5 years providing a minimum of 200 hours of Engineering Support hours with Military avionics systems.	PWS Section 4
7- Financial Management	The Bidder must demonstrate their recent, in-house contract management experience for an In Service Support (ISS) contract valued at a minimum of ten (10) million (CAD) for minimum of 2 years over the last 5 years.	Provide a letter from a previous customer or documentation from a previous contract (including contract cover page) that clearly demonstrates that the Respondent has contract management experience for an ISS contract valued at a minimum of ten (10) million (CAD) for minimum of 2 years over the last 5 years.	PWS Section 3
8 - Program Management - Airworthiness Accreditation	The Respondent must be an airworthiness accredited organization by DND in accordance with (IAW) the DND Technical Airworthiness Manual (TAM), or accredited or approved by an organization that is recognized by the DND's Directorate of Technical Airworthiness and Engineering Support (DTAES). The Respondent's organization (Respondent or proposed sub-contractor) that will be conducting the Repair and Overhaul and maintenance activities, must be an Accredited Maintenance Organization (AMO) by DND, or accredited or approved AMO by an organization that is recognized by the DND's Directorate	Provide the Respondent's current certificate of Airworthiness accreditation. And Provide the current AMO, ATO, and ADO certificate of airworthiness accreditation, and the Maintenance Process Manual, for the Respondent's organization(s) that will be conducting the Repair and Overhaul and maintenance activities. And Provide a certification, signed by an authorized officer of the company that the Respondent commits to obtaining AMO interim accreditation within 3 months after	PWS Section 3

N° de l'invitation - Solicitation No.
W8485-22A VS2/A
N° de réf. du client - Client Réf. No.
W8485-22A VS2

N° de la modif. - Amd. No.
File No. - N° du dossier
006bg, W8485-22A VS2

Id de l'acheteur - Buyer ID
006bg
N° CCC / CCC No. / N° VME - FMS

	of Technical Airworthiness and Engineering Support (DTAES). The Respondent must also possess an Accredited Technical Organization (ATO), Accredited Design Organization (ADO) airworthiness accreditation status from DND for specific CF-18 Avionics Equipment scope (e.g. Automated Test Equipment) within 12 months after contract award.	contract award from DND, and AMO, ATO and ADO accreditation within 12 months after contract award from DND for specific CF-18 Avionics Equipment scope (e.g. Automated Test Equipment), by signing the Certification attached at Annex X.	
9- Program Management - Quality System	The Respondent must possess a Quality Management System that is recognized by the DND's Directorate of Technical Airworthiness and Engineering Support (DTAES). An example of this standard would be an ISO 9000 or ISO 9001 quality management system.	Provide a copy of the Respondent's current Quality Management System Manual that demonstrates compliance with the DND's Directorate of Technical Airworthiness and Engineering Support (DTAES) requirements.	PWS Section 3
10 - Program Management - Technical Assistance Agreement	The Respondent must demonstrate the ability to obtain Technical Assistance Agreements from United States Original Equipment Manufacturers (OEM). The Respondent must have at least one Technical Assistance Agreement for an aviation avionics system, or Technical Assistance Agreement for an Automated Test Equipment (ATE), that are subject to International Traffic in Arms Regulation (ITAR) and are on the US government munitions list.	Provide copies of existing Respondent's Technical Assistance Agreement certificates from United States OEMs for an aviation avionics system or one ATE that are subject to ITAR and on the US government munitions list.	PWS Section 3
11 -Contract Transition & Implementation Plan	The Bidder must provide, at bid closure, its Contract Transition and Implementation Plan (CTIP) in accordance with CDRL PM-013.	The Bidder must provide its Contract Transition and Implementation Plan (CTIP) in accordance with, CDRL PM-013. The Bidder's CTIP must provide a methodology to address all of the	PWS Section 3.7.1

N° de l'invitation - Solicitation No. W8485-22A VS2/A		N° de la modif - Amd. No. File No. - N° du dossier 006bg. W8485-22A VS2	Id de l'acheteur - Buyer ID 006bg N° CCC / CCC No./ N° VME - FMS	
N° de réf. du client - Client Réf. No. W8485-22A VS2				
			transition and implementation requirements of the PWS.	

LEADER

CF-18 AVS ISS contract
Annex E: Part 2: POINT RATED TECHNICAL CRITERIA

# RT	PWS Reference	Rated Technical Criteria	Supporting Evidence Required	Points Awarded	Points	Evaluation/ Comment(s)
1	PWS Section 6	<p>Materiel Support - Supply Chain Management (SCM)</p> <p>The Respondent must have experience in Supply Chain Management (SCM) of aviation parts (minimum of 500 avionics aviation items) and consumables for a minimum of 2 years within the last 5 years. Note: At contract award the contractor will be required to manage a minimum of 15 major Avionics Systems and 6 ATE comprising of over 4,000 repairable (A-class) line items and over 20,000 consumables (C-class).</p>	<p>Provide the Respondent's (Respondent or proposed subcontractors) current SCM Plan and other documentation that clearly demonstrates that the Respondent (or proposed subcontractor) has performed SCM for an inventory of aviation parts and consumables, for a minimum of 2 years within the last 5 years. Provide a document that details the number of items and dollar value of the inventory.</p>	<p>Points will be awarded for based on number of items managed contract duration through SCM</p> <p>500 item: 5 points 501 to 1000 items: 10 points 1001 to 1500 items: 25 points 1501 to 2000 items: 50 points 2001 to 2500 items: 75 points 2501 or more: 100 points</p>	Total:	
2	PWS Section 5	<p>Maintenance Support - Respondent's Maintenance Experience - Avionics</p> <p>The Respondent must have at least 2 years' experience within the last 5 years in providing Repair and Overhaul Service for Aircraft Avionics.</p>	<p>Provide a letter from a previous customer or documentation from a previous contract (including contract cover page) that clearly demonstrates that the Respondent (Respondent or proposed subcontractors) has provided Repair and Overhaul for AVS for two years within the last 5 years.</p>	<p>Points will be awarded for each based on contract duration and in accordance with the following scale:</p> <p>24 months: 10 points 25 to 36 months: 25 points 37 to 48 months: 50 points 49 to 60 months: 75 points 61 months or more: 100 points</p>	Total:	

#	RT	Rated Technical Criteria	Supporting Evidence Required	Points Awarded	Points	Evaluation/ Comment(s)
4	PWS Section 5	Maintenance Support - Respondent's Maintenance Experience - Avionics (throughput) The Respondent (Respondent or proposed subcontractors) must at least have a minimum total throughput of 300 avionics repairs per year.	Provide a letter from a previous customer or documentation from a previous contract (including contract cover page) that clearly demonstrates the Respondent* (Respondent or proposed subcontractors) total throughput of avionics repairs per year.	Points will be awarded for based on number of total repairs per year : 300 repairs: 5 points 301 to 500 repairs: 10 points 501 to 1000 repairs: 25 points 1001 to 1500 repairs: 50 points 1500 to 2000 repairs: 75 points 2000+ repairs: 100 points		
5	PWS Section 5	Maintenance Support - Respondent's Maintenance Experience - Automatic Test Equipment (ATE) The Respondent must demonstrate experience in Operating and Maintaining, including Repair and Overhaul, of Avionics Automatic Test Equipment (ATE) for a minimum 2 years within the last 5 years.	Provide a letter from a previous customer or documentation from a previous contract (including contract cover page) that clearly demonstrates that the Respondent (Respondent or proposed subcontractors) has provided Operation and Maintenance, including Repair and Overhaul, of Avionics ATE for two years within the last 5 years. The Respondent must also detail the specific ATE worked on and for how long.	Points will be awarded for contract duration and in accordance with the following scale: 24 months: 10 points 25 to 35 months: 25 points 36 to 47 months: 50 points 48 to 59 months: 75 points 60 months or more: 100 points	Total:	

#	Rated Technical Criteria	Supporting Evidence Required	Points Awarded	Points	Evaluation/ Comment(s)
RT 6	<p>PWS Section 4</p> <p>Engineering Support (ES) - Avionics</p> <p>The Respondent must demonstrate experience in providing engineering support hours (Minimum 200 hours) for Military Aircraft AVS equipment within the last 5 years.</p>	<p>Provide a letter from a previous customer or documentation from a previous contract (including contract cover page) that clearly demonstrates that the Respondent (Respondent or proposed subcontractors) has provided XX hrs per year of engineering support for Military AVS equipment within the last 5 years.</p>	<p>Points will be awarded for hours of engineering support for Military Aircraft AVS equipment within the last 5 years and in accordance with the following scale:</p> <p>200 hours: 5 points 201 to 400 hours: 10 points 401 to 600 hours: 25 points 601 to 800 hours: 50 points 801 to 1000 hours: 75 points 1000 hours or more: 100 points</p>	Total:	
#	Rated Technical Criteria	Supporting Evidence Required	Points Awarded	Points	Evaluation/ Comment(s)
RT 7	<p>PWS Section 4</p> <p>Engineering Support (ES) - ATE Hardware & Software</p> <p>The Respondent must demonstrate experience in providing engineering support hours (Minimum 200 hours) for ATE Hardware and Software, including ATE software development and performance of software independent validation and verification within the last 5 years.</p>	<p>Provide a letter from a previous customer or documentation from a previous contract (including contract cover page) that clearly demonstrates that the Respondent (Respondent or proposed subcontractors) has provided at X amount of engineering support hours for ATE Hardware and Software, including ATE software development and performance of software independent validation and verification within the last 5 years.</p>	<p>Points will be awarded for hours of engineering support for ATE hardware and software and in accordance with the following scale:</p> <p>200 hours: 5 points 201 to 400 hours: 10 points 401 to 600 hours: 25 points 601 to 800 hours: 50 points 801 to 1000 hours: 75 points 1000 hours or more: 100 points</p>	Total:	

Solicitation No. - N° de l'invitation
W8485-22AVS2
Client Ref. No. - N° de réf. du client
W8485-22AVS2

Amd. No. - N° de la modif.
006bg
File No. - N° du dossier
006bg, W8485-22AVS2

Buyer ID - Id de l'acheteur
006bg
CCC No./N° CCC - FMS No./N° VME

#	RT	Rated Technical Requirement	Supporting Evidence Required	Points Awarded	Points	Evaluation/ Comment(s)
8	PWS Section 3	The Bidder must demonstrate their recent (past 10 years), in-house contract management experience for an In Service Support (ISS) contract valued at ten (10) million (CAD) or higher.	<p>The Bidder must provide the following information for each contract cited in support of their recent (past 10 years), in-house contract management experience:</p> <p>a) Name(s) of the client organization(s);</p> <p>b) Contract(s) start and end date(s) (month/year to month/year);</p> <p>c) Value of the contract(s);</p> <p>d) A summary of how the services provided for the item listed above align with the core services that constitute ISS.</p>	The value of contract for which the Bidder has sufficiently demonstrated their in-house contract management experience will be awarded points in accordance with the following scale: (in Millions (M) CAD) \$10M: 5 points \$11M to \$20: 10 points \$21M to \$50M: 25 points \$51M to \$100M: 50 points \$101M to \$150M: 75 points \$151M or more: 100 points	Total:	

Solicitation No. - N° de l'invitation
W8485-22AVS2
Client Ref. No. - N° de réf. du client
W8485-22AVS2

Amd. No. - N° de la modif.
File No. - N° du dossier
006bg, W8485-22AVS2

Buyer ID - Id de l'acheteur
006bg
CCC No./N° CCC - FMS No./N° VME

TOTAL SCORE FOR POINT RATED CRITERIA – SUMMARY TABLE
(This table is to be completed by the Evaluation Team composed of Representatives of Canada)

Name of Bidder:			
Criterion #	Total Points Awarded	Evaluator Comment(s)	
RT 1	____ / 100		
RT 2	____ / 100		
RT 3	____ / 100		
RT 4	____ / 100		
RT 5	____ / 100		
RT 6	____ / 100		
RT 7	____ / 100		
RT 8	____ / 100		
Total Points	____ / 800		

Solicitation No. - N° de l'invitation
W8485-22AVS2
Client Ref. No. - N° de réf. du client
W8485-22AVS2

Amd. No. - N° de la modif.
File No. - N° du dossier
006bg, W8485-22AVS2

Buyer ID - Id de l'acheteur
006bg
CCC No./N° CCC - FMS No./N° VME

Name of the Evaluator:

Signature:

Date:

LEADER

Solicitation No. - N° de l'invitation
Buyer ID

W8485-22AVS2/DRFT

Client Ref. No. - N° de réf. du client
W8485-22AVS2

File No. - N° du dossier
006bg.W8485-22AVS2

Amd. No. - N° de la modif. Id de l'acheteur -

006bg

CCC No./N° CCC - FMS No./N° VME

Annex F Repairable Items List (RIL), Contractor Held inventory (CHI), DND loaned items.

Available By Request:

Must submit a valid Security Clearance **SECRET and controlled goods certification to Request the following Annexes:**

Solicitation No. - N° de l'invitation
Buyer ID

W8485-22AVS2/DRFT

Client Ref. No. - N° de réf. du client
W8485-22AVS2

File No. - N° du dossier
006bg.W8485-22AVS2

Amd. No. - N° de la modif. Id de l'acheteur -

006bg

CCC No./N° CCC - FMS No./N° VME

Annex G

**Innovation, Science and Economic Development
(ISED) Canada – Section under construction. 100%
Industrial Technological Benefits (ITB) policy
expected to be applied at Final RFP Stage.**

Not Available at Draft RFP

Solicitation No. - N° de l'invitation
Buyer ID

W8485-22AVS2/DRFT

Client Ref. No. - N° de réf. du client
W8485-22AVS2

File No. - N° du dossier
006bg.W8485-22AVS2

Amd. No. - N° de la modif. Id de l'acheteur -

006bg

CCC No./N° CCC - FMS No./N° VME
