



RETURN BIDS TO:
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Bid Receiving - PWGSC / Réception des
soumissions - TPSGC
See Herein

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

Title - Sujet North Warning System	
Solicitation No. - N° de l'invitation W8485-157352/C	Date 2021-03-31
Client Reference No. - N° de référence du client W8485-157352	
GETS Reference No. - N° de référence de SEAG PW-\$\$NX-005-28175	
File No. - N° de dossier 005nx.W8485-157352	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-05-27 Heure Avancée de l'Est HAE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Morin, Nancy	Buyer Id - Id de l'acheteur 005nx
Telephone No. - N° de téléphone (873) 355-4709 ()	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

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

North Warning System & Assoc. Projects/Bureau du
système d'alerte du nord et projets associés
Aerospace Systems Directorate
Dir. des systèmes aérospaciaux
455 Blvd de la Carrière,
11 ieme étage
Gatineau
Quebec
K1A 0K2

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION.....	3
1.2 SUMMARY	3
1.3 DEBRIEFINGS	4
PART 2 - BIDDER INSTRUCTIONS	5
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	5
2.2 SUBMISSION OF BIDS.....	5
2.3 FORMER PUBLIC SERVANT – COMPETITIVE BID.....	5
2.4 ENQUIRIES - BID SOLICITATION.....	7
2.5 APPLICABLE LAWS.....	7
2.6 SITE VISIT	7
2.7 CONTROLLED GOODS PROGRAM.....	7
2.8 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY	8
2.9 LIBRARY/HISTORICAL DATA	8
PART 3 - BID PREPARATION INSTRUCTIONS.....	9
3.1 BID PREPARATION INSTRUCTIONS	9
3.2 BIDS	9
3.3 ELECTRONIC PAYMENT OF INVOICES – BID.....	10
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	11
4.1 EVALUATION PROCEDURES.....	11
4.2 BASIS OF SELECTION.....	17
APPENDIX 1 TO PART 4 – TECHNICAL MANDATORY AND RATED EVALUATION	20
APPENDIX 2 TO PART 4 – INUIT BENEFIT MANDATORY AND RATED EVALUATION.....	49
APPENDIX 3 TO PART 4 – FINANCIAL BID EVALUATION (SEPARATE EXCEL SPREADSHEETS).....	65
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	66
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	66
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	66
APPENDIX 1 TO PART 5 – FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION...69	69
PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS.....	70
6.1 SECURITY REQUIREMENTS	70
6.2 FINANCIAL CAPABILITY	70
6.3 CONTROLLED GOODS PROGRAM.....	72
6.4 INSURANCE REQUIREMENTS.....	73
PART 7 - RESULTING CONTRACT CLAUSES	74
7.1 REQUIREMENT	74
7.2 CARE, CUSTODY AND CONTROL	74
7.3 STANDARD CLAUSES AND CONDITIONS.....	74
7.4 SECURITY REQUIREMENTS	76
7.5 TERM OF CONTRACT	78
7.6 COMPREHENSIVE LAND CLAIMS AGREEMENTS (CLCAs).....	79
7.7 AUTHORITIES	79
7.8 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	81
7.9 PAYMENT	81

7.10	INVOICING INSTRUCTIONS	84
7.11	EXPENDITURE LIMITATION – CONTRACT.....	85
7.12	ELECTRONIC PAYMENT OF INVOICES – CONTRACT.....	86
7.13	DISCRETIONARY AUDIT	86
7.14	TIME VERIFICATION	86
7.15	CERTIFICATIONS AND ADDITIONAL INFORMATION.....	86
7.16	APPLICABLE LAWS.....	87
7.17	PRIORITY OF DOCUMENTS	87
7.18	DEFENCE CONTRACT	87
7.19	INSURANCE REQUIREMENTS.....	87
7.20	LIMITATION OF LIABILITY.....	88
7.21	CONTROLLED GOODS PROGRAM.....	88
7.22	DISPUTE RESOLUTION.....	89
7.23	GOVERNMENT FURNISHED EQUIPMENT (GFE) / GOVERNMENT SUPPLIED MATERIAL (GSM)	94
7.24	GOVERNMENT FURNISHED AIRLIFT.....	95
7.25	ACCESS TO WORK	95
7.26	CONSULTANTS AND OTHERS.....	95
7.27	SHIPMENT OF HAZARDOUS MATERIALS	96
7.28	INSPECTION AND ACCEPTANCE.....	96
ANNEX A	.....	97
	STATEMENT OF WORK	97
ANNEX B	.....	98
	BASIS OF PAYMENT OVERVIEW	98
	APPENDIX 1 TO ANNEX B – PRICE SUMMARY	106
ANNEX C	.....	121
	INSURANCE REQUIREMENTS OVERVIEW	121
ANNEX D	.....	126
	INUIT BENEFIT REQUIREMENTS.....	126
ANNEX E	.....	143
	TASK AUTHORIZATION (TA)	143
ANNEX F	.....	146
	PERFORMANCE MANAGEMENT FRAMEWORK (PFMF).....	146
ANNEX G	.....	172
	SECURITY REQUIREMENTS CHECK LIST.....	172
ANNEX H	.....	176
	DND 626 TASK AUTHORIZATION FORM	176
ANNEX I	.....	177
	MANAGEMENT VALUE PROGRAM.....	177
ANNEX J	.....	180
	PROGRESS CLAIM FORM.....	180

PART 1 - GENERAL INFORMATION

1.1 Introduction

This bid solicitation and resulting contract document is divided into seven (7) parts plus 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: includes the certifications to be provided;
- Part 6: Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7: Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Inuit Benefits Requirements, the Basis of Payment, the Security Requirements Check List (SRCL), the Insurance Requirements, the Tasks Authorizations, the Performance Management Framework (PfMF), the Management Value Program, the DND 626 Task Authorization Form, and the Progress Claim Form.

Definitions: All upper case terms in this solicitation are defined in either the section the term appears in, the SOW, or in Annex D (with respect to Inuit Benefits and Mandatory Inuit Benefit Requirements).

1.2 Summary

- 1.2.1 The North Warning System (NWS) consists of a Management Office located in Gatineau, Québec, eleven (11) Long Range Radar (LRR) sites located in northern Canada and Labrador, thirty-six (36) Short Range Radar (SRR) sites in northern Canada, a communication component consisting of the on-site communications for local voice and ground/air/ground radio communications at the sites and the Long Haul Satellite Communications providing the operational and administrative links between the northern sites and the Canadian Air Defence Sector (CADS) at North Bay, Ontario, five (5) Logistics Support Sites located in northern Canada to support the Long Range Radar and Short Range Radar sites, a NWS Control Center (NWSCC) located at North Bay, Ontario and a NWS Support Center (NWSSC) located at North Bay, Ontario as fully described in the Statement of Work at Annex "A".
- 1.2.2 Under the Contract, the Contractor will be responsible for the entire NWS program, as fully detailed in the Statement of Work attached at Annex "A".

-
- 1.2.3 The requirement for this solicitation is that the successful Bidder who is awarded a Contract will have full care, custody and control of the NWS throughout the duration of the Contract.
- 1.2.4 The National Security exceptions provided for in the trade agreements have been invoked; therefore, this procurement is excluded from all of the obligations of all the trade agreements.
- 1.2.5 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
- 1.2.6 This procurement is subject to the following Comprehensive Land Claims Agreement(s):
- Inuvialuit Final Agreement
 - Nunavut Land Claims Agreement; and
 - Labrador Inuit Lands Claims
- The following policy Directives and Agreement must also be being taken into account: the Directive on Government Contracts, Including Real Property Leases, in the Nunavut Settlement Area; and the Co-operation Agreement between the Inuvialuit Regional Corporation and the Department of National Defence Concerning the Operation and Maintenance of the North Warning System.
- This bid solicitation is to establish a contract with task authorizations (TA) for the delivery of the requirement detailed in the bid solicitation, including areas subject to Comprehensive Land Claims Agreements.”
- 1.2.7 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).
- 1.2.8 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity – Certification.
- 1.2.9 For this Bid solicitation, Bids will be transmitted electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

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>) issued by Public Works and Government Services Canada.

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

The **2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements**, are incorporated by reference into and form part of the bid solicitation and are amended as follows:

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

Delete: sixty (60) days
Insert: three hundred and forty (340) days

2.2 Submission of Bids

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

Bid Receiving Unit - National Capital Region
Bid Receiving - PWGSC

Only bids submitted using epost Connect service will be accepted. The Bidder must send an e-mail requesting to open an epost Connect conversation to the following address:

E-mail address for epost Connect service:
tpsgc.dgareceptiondessomissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the solicitation closing date.

Bids transmitted by facsimile, hardcopy or any electronic means (other than the epost Connect service described above) will not be accepted.

2.3 Former Public Servant – Competitive Bid A3025T (2020-05-04)

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public

funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, Bidders must provide the information required below before Contract award. If the answer to the questions and, as applicable the information required has not been received by Canada by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**
If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than twenty-five (25) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate response. 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

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

2.6 Site Visit

Due to the current COVID-19 pandemic and based on Federal, Provincial and Territorial restrictions, an "in-person" site visit at the NWS facilities is not permitted nor viable. A library of pictures and videos of the NWS sites will be made available to Bidders and will be posted on in the NWS library / historical data in the Oproma CentralCollab Portal (<https://app.centralcollab.com/>).

Access to the Library is described at 2.9 below.

Bidders may submit questions pertaining to the NWS sites in accordance with the instructions at Section 2.4 above.

2.7 Controlled Goods Program A9130T (2019-11-28)

2.8 Basis for Canada's Ownership of Intellectual Property

The Department of National Defence has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the grounds of national security.

2.9 Library/Historical Data

The NWS will host the NWS library / historical data with an Oproma CentralCollab Portal (<https://app.centralcollab.com/>). Bidders are to submit a request via email to the Contracting Authority and provide up to three names (maximum) and email addresses to initiate the access to the NWS portal. An email will be sent directly to those three named individuals who will receive an invite that creates their account in the NWS portal.

Disclosure of Information: Bidders who have been provided access to the NWS library and historical data through the NWS portal must keep confidential all information provided by or on behalf of Canada in connection with this solicitation and are hereby advised that all information must only be released to its personnel and subcontractors on a "Need-To-Know" basis and under no circumstances can the information be re-distributed outside of the Bidders organization except to its subcontractors.

In submitting a request via email to the Contracting Authority for access to the NWS Library/historical data, the Bidder certifies and agrees that it understands and will ensure that all of its personnel and the personnel of its subcontractors will be bound by these same terms and conditions. The Bidder certifies and agrees the information accessed by the Bidder (the NWS library and historical data) will only be used by the Bidder in order to take part in the NWS solicitation process. The Bidder also certifies and agrees that upon completion of the NWS solicitation process, or if the Bidder chooses not to participate further in the NWS solicitation process, all soft copies of the information will be deleted from their and subcontractors networks and systems, including back-up and hard copies, and the Bidder agrees and certifies that no soft or hard copies will be retained by the Bidder, its personnel and/or its subcontractors or their personnel.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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

Section I: Technical Bid
Section II: Inuit Benefits Bid
Section III: Financial Bid
Section IV: Certifications

Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate technical manuals or brochures that are not submitted with the bid, or any information provided by reference (e.g. Web sites).

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

3.2 Bids

3.2.1 Section I: Technical Bid

In their technical bid, Bidders must demonstrate their understanding of the requirements contained in this bid solicitation and must explain how they will meet these requirements. Bidders must demonstrate their capability and/or describe their approach in a thorough, concise and clear manner for carrying out the work. The Bidder's technical bid should must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the technical bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the technical bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

3.2.2 Section II: Inuit Benefits Bid

In their Inuit Benefits bid, Bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability and/or describe their approach in a thorough, concise and clear manner for carrying out the work. The Bidder's Inuit Benefits bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the Inuit Benefits bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the Inuit Benefits bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To

avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed

3.2.3 Section III: Financial Bid

Bidders must submit their financial bid by completing the Financial Evaluation Tables set out as Appendix 3 to Part 4 – Financial Evaluation which is provided in separate Excel spreadsheets and must complete the applicable tables listed in the Basis of Payment at Annex B.

3.2.4 Section IV: Certifications

Bidders must submit the certifications required under Part 5 - Certifications.

3.3 Electronic Payment of Invoices – Bid

The Bidder must complete the following to determine which electronic method of payment is acceptable.

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

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

Acceptance of Electronic Payment Instruments will not be considered by Canada as an evaluation criteria.

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical, Inuit Benefits and the financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids. PSPC has engaged "P1 Consulting Inc." as fairness monitor for this procurement. The fairness monitor will not be part of the evaluation team, but will, among other things, observe the evaluation of the bids with respect to Canada's adherence to the evaluation process described in this bid solicitation.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification as required pursuant to Section 5.2.2 of this bid solicitation. In that event, the evaluation process will be limited to the bids with the Canadian Content certification; otherwise, all bids will be evaluated. If some of the bids with a valid Canadian Content certification are declared non-responsive, or are withdrawn, the evaluation will continue among those bids with a valid certification. If all bids with a valid Canadian Content certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.
- (d) Canada will use the Phased Bid Compliance Process described in Section 4.1.1 below. The Phased Bid Compliance Process will apply only to the mandatory criteria identified by the superscript (PB). Mandatory criteria not identified by the superscript (PB) will not be subject to the Phased Bid Compliance Process.
- (e) A consensus process will be used to arrive at a consensus score for each criterion being evaluated.
- (f) During the consensus process, it may be necessary to contact the reference(s) of the Bidders for verification or validation of what the Bidder has proposed in the bid. Information provided by a reference which differs from the information supplied by the Bidder may be considered by evaluators. If the information provided by the Bidder cannot be verified and validated, the information will not be evaluated and the bid will receive a score of zero for the criteria in question.

4.1.1 Phased Bid Compliance Process (PBCP)

4.1.1.1 General

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

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BIDDER'S BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

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

4.1.1.2 Phase I: Financial Bid

- (a) After the closing date and time of this bid solicitation and following the Canadian Content evaluation described at 4.1 (c) above, Canada will examine the Bidder's Bid to determine whether it includes a Financial Bid and whether the Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bidder's Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Bidder's Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, only that part of the original

Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.

- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive to the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 Phase II: Technical Bid and Inuit Benefits Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical and Inuit Benefits Bid to identify any instances where the Bidder has failed to meet any Mandatory Criteria. This review will not assess whether the Bidder's Technical and Inuit Benefits Bid meets any standard or is responsive to all solicitation requirements. The Mandatory Criteria are all mandatory Technical and Inuit Benefits criteria that are identified in this solicitation as being subject to the PBCP. Mandatory Technical and /Inuit Benefits criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Mandatory Criteria identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- (e) The Bidder's response to the CAR must identify in each case the Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of

the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential changes, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Mandatory Criteria. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.

- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, only that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted by the Bidder during Phase II as permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Bid would have achieved without the benefit of such additional or different information. For instance, a Mandatory Criteria that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR.
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive to the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.1.1.4 Phase III: Final Evaluation of the Bid

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phases I and II. Bids will be assessed in accordance with the entire requirement of this bid solicitation including the technical, Inuit Benefits and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.1.2 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Appendix 1, Sections A, B and C to Part 4.

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

4.1.3 Inuit Benefits Evaluation

Mandatory and point rated Inuit Benefit evaluation criteria are included in Appendix 2, Sections A, B and C to Part 4.

The Phased Bid Compliance Process will apply to all mandatory Inuit Benefits criteria only.

4.1.4 Financial Evaluation

4.1.4.1 Financial Evaluation

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

The financial evaluation matrix is found in Appendix 3 to PART 4 attached as separate excel spreadsheets.

Should any financial proposal appear to Canada to be significantly insufficient to cover Costs based on a Bidder's solution or raises material concerns to Canada as to the Bidder's capability to perform the Work for the proposed Price, Canada will conduct a financial evaluation to determine if a Bidder has provided an unrealistic bid as provided in the example below. If the Bidder has provided an unrealistic bid, it will be declared non-responsive and not given any further consideration.

	\$\$
Bid 1	55
Bid 2	50
Bid 3	45
Bid 4	35
Gov. Cost Estimate	46
Average of Bids	46.2
Standard Deviation	7.4
Low Bid threshold	38.8

In the example, the average of all of the bids Total Evaluated Price is \$46,200. The standard deviation of the bid Costs is \$7,400. The Low Bid risk zone would be any Total Evaluated Price below \$38,800 ($\$46,200 - \$7,400 = \$38,800$). In this case the Low Bid (LB) of \$35,000 will be considered an unrealistic bid and given no further consideration.

- 4.1.4.2 Should the Transition-In costs appear to Canada, to be unrealistically low, high costs/prices, incomplete costs/prices or are significantly inflated or insufficient to cover costs/prices based on the Transition-In requirements or raises material concerns to Canada as to the Bidder's capability to perform the Work for the proposed Price, Canada will conduct a financial evaluation to determine if a Bidder has provided an unrealistic bid as provided in the example below. If the Bidder has provided an unrealistic low or high bid, it will be declared non-responsive and not given any further consideration.

Transition-In (Low Bid)	\$\$	Transition-In (High Bid)	\$\$
Bid 1	5	Bid 1	5
Bid 2	6	Bid 2	6
Bid 3	3	Bid 3	3
Bid 4	1	Bid 4	14
Gov. Cost Estimate	6	Gov. Cost Estimate	6
Average of Bids	4.2	Average of Bids	6.8
Standard Deviation	1.9	Standard Deviation	3.8
*Low Bid threshold	2.3	**High Bid threshold	10.6

*In this case the Low Bid (Transition-In) of \$1,000 will be considered an unrealistic bid and given no further consideration.

** In this case the High Bid (Transition-In) of \$14,000 will be considered an unrealistic bid and given no further consideration.

4.2 Basis of Selection

- 4.2.1 Highest Combined Rating of Technical merit, Inuit Benefit commitment and Total Evaluated Price.

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria and compliance requirements; and
 - c. obtain the required minimum of 3210 **points (75%)** overall for the Technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 4280 points.
2. Bids not meeting each (a) and (b) and (c) above will be declared non-responsive.

If a Bidder is being sponsored pursuant to Section 6.1 (1) (a), this Bidder's bid will be declared conditionally responsive if the bid meets all the requirements of (a) and (b) and (c) while the Bidder is waiting for its valid organization security clearance.

If, at Contract award, the Bidder has not received its valid organizational security clearance, its bid will be declared non-responsive and receive no further consideration.

3. The selection will be based on the highest responsive combined rating technical merit, Inuit Benefits commitment, and total evaluated price. The ratio will be **45%** for technical merit, **35%** for Inuit Benefits commitment and **20%** for the total evaluated price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 45 %.
5. To establish the Inuit Benefit commitment, the overall score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 35%.
6. To establish the pricing score, each responsive bid will be prorated against the lowest total evaluated price and the ratio of 20%.
7. The responsive bid with the highest combined rating of technical merit score, Inuit Benefits commitment score and total evaluated price will be recommended for award of a contract (subject to meeting the security requirements as per Section 4.2.1 (2) above).
8. The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 45/35/20 ratio of Technical merit, Inuit Benefits criteria and Total Evaluated Price, respectively.

*Required Minimum 101.25 points		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135*	102/135*	104/135*
Total Evaluated Price		\$55,000	\$50,000	\$45,000
Inuit Benefit Plan Commitment	Inuit Employment Score	20/50	40/50	40/50
	Inuit Training	20/50	40/50	30/50
	Inuit Ownership	25/50	45/50	35/50
	Location	25/25	25/25	25/25
Calculations Technical & Price	Technical Merit Score	$115/135 \times 45 = 38.33$	$102/135 \times 45 = 34.0$	$104/135 \times 45 = 34.66$
	Pricing Score	$\$45/\$55 \times 20 = 16.36$	$\$45/\$50 \times 20 = 18.0$	$\$45/\$45 \times 20 = 20.0$
Calculations IB Commitment	Inuit Employment Score	$20/50 \times 10 = 4.0$	$40/50 \times 10 = 8.0$	$40/50 \times 10 = 8.0$
	Inuit Training Score	$20/50 \times 10 = 4.0$	$40/50 \times 10 = 8.0$	$30/50 \times 10 = 6.0$
	Inuit Ownership Score	$25/50 \times 10 = 4.0$	$45/50 \times 10 = 9$	$35/50 \times 10 = 7.0$
	Location Score	$25/25 \times 5 = 5.0$	$25/25 \times 5 = 5.0$	$25/25 \times 5 = 5.0$
Combined Rating Score		71.69	82.0	80.66
Overall Rating		3rd	1st	2nd

9. The methodology that will be used to calculate the Combined Rating Score will be rounding up of the second decimal point. If the third decimal is a 5 or greater the second decimal number will be increased by 1. Example: 89.657 = 89.66.

Solicitation No. - N° de l'invitation
W8485-157352/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
005NX

Client Ref. No. - N° de réf. du client
W8485-157352

File No. - N° du dossier
005NX.W8485-157352

CCC No./N° CCC - FMS No./N° VME

10. In the event that two or more responsive responses have the same highest combined rating of Technical merit, Inuit Benefit commitments and Total Evaluated Price, the Supplier with the lowest Total Evaluated Price will be recommended for award of the Contract.

Appendix 1 to Part 4 – Technical Mandatory and Rated Evaluation

Appendix 1, Section A to Part 4: Mandatory Requirements

Item	Mandatory Technical Criteria	Bid Submission Requirement	Scale
1.1	<p>Corporate Experience (PB)</p> <p>Corporate Experience The Bidder (or its subcontractor)* must demonstrate its experience in delivering the services defined in each of the sections of the SOW.</p> <p>The Bidder must provide a project for each of the identified sections in the bid submissions requirement column.</p> <p>i. The Project(s) must have been completed or currently ongoing within the last 10 years (prior to bid close).</p> <p>ii. Projects must satisfy the Mandatory sections identified in the bid submission requirement column and be of a similar scope and size of the SOW.</p> <p>iii. Any project identified must be of \$5 Million Canadian or greater in value.</p> <p>iv. More than one section can be represented by a project example. For Example:</p> <p>Project A Value: \$6M SOW Sections: 2, 3 & 4.4</p> <p>Project B Value: \$10M SOW Sections: 4.33, 5, 6 & 14</p>	<p>In order to receive a Pass on the Scale, the Bidder (or its subcontractor)* must provide a minimum of one Project and all requisite details that demonstrate the Bidder's experience in each of the Statement of Work sections as follows:</p> <ol style="list-style-type: none"> 1. Section 2 - Program Management 2. Section 3 - Information Management Services & Information Technology 3. Section 4.4 - Life Cycle Material Management (LCMM) & Life Cycle Facilities Manager (LCFM) Plan 4. Section 4.33 - Sustainment Services Plan 5. Section 5 - C&E Maintenance 6. Section 6 - Operations 7. Section 7 - Mobile Support Equipment (MSE) Fleet Management 8. Section 8 - DND Logistics 9. Section 10 - Bulk Fuel Management 10. Section 11 - Airlift; 11. Section 14 - Provide Maintenance Management and Engineering Services 12. Section 16 - Provide Fire Protection Services 13. Section 17 - Provide Environmental Management Services 	Pass/Fail

	<p>Project C Value: \$15M SOW Sections: 7, 8, 10, 11, 16 & 17</p>	<p>The Projects must detail the following information:</p> <ol style="list-style-type: none"> 1. Project Title; 2. Value of Project; 3. Duration of Project; 4. Name of Client; 5. Names, Titles and telephone numbers of the business references; 6. Role of Bidder in Project; 7. Scope of Project; 8. How the Project is similar or relevant in size and scope to the identified sections of the Statement of Work referenced above; and 9. How subcontractors were employed. 	<p>*For the purposes of this Mandatory Technical criteria (Corporate Experience) only, Canada will consider the experience of either the Bidder or its proposed subcontractor (but not both). However, for subcontractor experience to be accepted, the Bidder will be required, during this Bid solicitation and during the performance of any resulting Contract, to continue to provide the services of that subcontractor, unless the consent of the Contracting Authority is given to make a change. The Bidder (Prime Contractor) will continue to be responsible to Canada for the performance of the Work.</p> <p>For subcontractor experience, the Bidder is required to provide a letter from the subcontractor confirming the subcontractor's commitment to act as a subcontractor to the Bidder if awarded the NWS Contract. If this letter is not included in the bid on bid closing date this will result in the proposed subcontractors' experience not being considered for evaluation purposes. The prime-Contractor will continue to be responsible for the performance of the Work.</p> <p>"Less than the NWS" is defined as none of the characteristics of the NWS SOW (size, scope, value and complexity) are the same as the requirements submitted by the Bidder.</p> <p>"Greater than" or "more than" is defined as all four characteristics need to be exceeded.</p>
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1.2	<p>Key Personnel Resources (PB)</p> <p>The Bidder must submit information for each key personnel resources. Key personnel resources are:</p> <ul style="list-style-type: none"> • Program Manager; • Inuit Benefits Manager; • Sustainment Manager; • Operations Manager; • Logistics Manager; • Occupational Health and Safety Officer; • Environmental Officer; • Quality Systems and Risk Manager; • Chief Security Officer; • NWS Business Planner; • Fire Services Officer; • Mobile Support Equipment Fleet Manager; and • Chief Information Officer. <p>Staffing to be determined by Bidder to meet SOW requirements.</p>	<p>Pass/Fail</p>
		<p>The bidder must provide resumes and substantiation for all personnel resources that demonstrate how they meet the minimum requirements listed for the Positions in the Statement Of Work (SOW) Section 2.11.</p> <p>For all applicable education requirements, a copy of the university degree from a recognized Canadian institution or a recognized equivalent must be provided with the Bid.</p> <p>All key personnel resources must meet the minimum requirements listed for the Positions in the Statement of Work Section 2.11.</p>

Appendix 1, Section B to Part 4: Point Rated Corporate Experience

Item	Point Rated Technical Criteria	Bid Submission Requirement	Evaluation Scheme	Available Points
2.1	<p>Point Rated Corporate Experience</p> <p>Indicate how the example(s) referenced by the Bidder as the Project(s) in the Mandatory Technical Criteria are comparable to or are greater than the referenced NWS SOW (size, scope, value, complexity, and other pertinent information)</p>	<p>Describe the Project(s) and associated work/services carried out by the Bidder (or its subcontractor)* in the SOW Section 2 - Program Management.</p> <p>The following information should be provided:</p> <p>a) A description of the services carried out by the Bidder demonstrating how and why these services are similar in nature and scope to the requirements in the SOW;</p> <p>b) The annual and total value of the services; and</p> <p>c) The name, address and telephone numbers of one client contact as a reference for the Bidder for the requirement; and for the duration of the requirement.</p>	<p>0 Points. A Bidder will receive a score of 0 points if the requirement(s) and services and work submitted by the Bidder are not comparable to the services in the identified SOW chapter. The size, value, scope and complexity of the services proposed by the Bidder are less than the NWS SOW requirement.</p> <p>45 Points. A Bidder will receive a score of 45 points if the requirement(s) and services and work submitted by the Bidder are somewhat comparable to the identified SOW chapter. "Somewhat comparable" is defined as meaning a minimum of one of the characteristics of the NWS SOW (size, scope, value and complexity) are at least the same as the requirement submitted by the Bidder.</p> <p>75 Points. A Bidder will receive a score of 75 points if the requirement(s) and services and work submitted by the Bidder is comparable to the identified SOW chapter. "Comparable" is defined as meaning all of the characteristics of the NWS SOW (size, scope, value and complexity) are the same as the requirement submitted by the Bidder.</p>	Maximum of 100 points

2.2	<p>Point Rated Corporate Experience</p> <p>Indicate how the example(s) referenced by the Bidder as the Project(s) in the Mandatory Technical Criteria are comparable to or are greater than the referenced NWS SOW (size, scope, value, complexity, and other pertinent information)</p>	<p>Describe the Project(s) and associated work/services carried out by the Bidder (or its subcontractor)* in the SOW Section 3 – Information Management Services & Information Technology.</p> <p>The following information should be provided:</p> <p>d) A description of the services carried out by the Bidder demonstrating how and why these services are similar in nature and scope to the requirements in the SOW;</p> <p>e) The annual and total value of the services; and</p> <p>The name, address and telephone numbers of one client contact as a reference for the Bidder for the requirement; and for the duration of the requirement.</p>	<p>100 Points. A Bidder will receive a score of 100 points if each of the size, scope, value and complexity of the requirement(s) and services and work submitted by the Bidder is greater than the requirement in the identified NWS SOW chapter.</p> <p>0 Points. A Bidder will receive a score of 0 points if the requirement(s) and services and work submitted by the Bidder are not comparable to the services in the identified SOW chapter. The size, value, scope and complexity of the services proposed by the Bidder are less than the NWS SOW requirement.</p> <p>45 Points. A Bidder will receive a score of 45 points if the requirement(s) and services and work submitted by the Bidder are somewhat comparable to the identified SOW chapter. "Somewhat comparable" is defined as meaning a minimum of one of the characteristics of the NWS SOW (size, scope, value and complexity) are at least the same as the requirement submitted by the Bidder.</p> <p>75 Points. A Bidder will receive a score of 75 points if the requirement(s) and services and work submitted by the Bidder is comparable to the identified SOW chapter. "Comparable" is defined</p>	Maximum of 100 points
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			<p>as meaning all of the characteristics of the NWS SOW (size, scope, value and complexity) are the same as the requirement submitted by the Bidder. 100 Points. A Bidder will receive a score of 100 points if each of the size, scope, value and complexity of the requirement(s) and services and work submitted by the Bidder is greater than the requirement in the identified NWS SOW chapter.</p>	
<p>2.3 Point Rated Corporate Experience Indicate how the example(s) referenced by the Bidder as the Project(s) in the Mandatory Technical Criteria are comparable to or are greater than the referenced NWS SOW (size, scope, value, complexity, and other pertinent information)</p>	<p>Describe the Project(s) and the services and work carried out by the Bidder (or its subcontractor)* in the SOW Section 4, specifically Life Cycle Material Management (LCMM). The following information should be provided: a) A description of the services carried out by the Bidder demonstrating how and why these services are similar in nature and scope to the requirements in the SOW; b) The annual and total value of the services; and c) The name, address and telephone numbers of one client contact as a reference for the Bidder for the requirement; and for the duration of the requirement.</p>	<p>0 Points. A Bidder will receive a score of 0 points if the requirement(s) and services and work submitted by the Bidder are not comparable to the services in the identified SOW chapter. The size, value, scope and complexity of the services proposed by the Bidder are less than the NWS SOW requirement. 45 Points. A Bidder will receive a score of 45 points if the requirement(s) and services and work submitted by the Bidder are somewhat comparable to the identified SOW chapter. "Somewhat comparable" is defined as meaning a minimum of one of the characteristics of the NWS SOW (size, scope, value and complexity) are at least the same as the requirement submitted by the Bidder.</p>	<p>Maximum of 100 points</p>	

2.4	<p>Point Rated Corporate Experience</p> <p>Indicate how the example(s) referenced by the Bidder as the Project(s) in the Mandatory Technical Criteria are comparable to or are greater than the referenced NWS SOW (size, scope, value, complexity, and other pertinent information)</p>	<p>Describe the Project(s) and the services and work carried out by the Bidder (or its subcontractor)* in the SOW Section 4 specifically Sustainment Engineering.</p> <p>The following information should be provided:</p> <p>a) A description of the services carried out by the Bidder demonstrating how and why these services are similar in nature and scope to the requirements in the SOW;</p> <p>b) The annual and total value of the services; and</p>	<p>75 Points. A Bidder will receive a score of 75 points if the requirement(s) and services and work submitted by the Bidder is comparable to the identified SOW chapter. "Comparable" is defined as meaning all of the characteristics of the NWS SOW (size, scope, value and complexity) are the same as the requirement submitted by the Bidder.</p> <p>100 Points. A Bidder will receive a score of 100 points if each of the size, scope, value and complexity of the requirement(s) and services and work submitted by the Bidder is greater than the requirement in the identified NWS SOW chapter.</p>	
			<p>0 Points. A Bidder will receive a score of 0 points if the requirement(s) and services and work submitted by the Bidder are not comparable to the services in the identified SOW chapter. The size, value, scope and complexity of the services proposed by the Bidder are less than the NWS SOW requirement.</p> <p>45 Points. A Bidder will receive a score of 45 points if the requirement(s) and services and work submitted by the Bidder are somewhat comparable to the identified SOW chapter. "Somewhat comparable" is defined as meaning a</p>	Maximum of 100 points

		<p>c) The name, address and telephone numbers of one client contact as a reference for the Bidder for the requirement; and for the duration of the requirement.</p>	<p>minimum of one of the characteristics of the NWS SOW (size, scope, value and complexity) are at least the same as the requirement submitted by the Bidder.</p> <p>75 Points. A Bidder will receive a score of 75 points if the requirement(s) and services and work submitted by the Bidder is comparable to the identified SOW chapter. "Comparable" is defined as meaning all of the characteristics of the NWS SOW (size, scope, value and complexity) are the same as the requirement submitted by the Bidder.</p> <p>100 Points. A Bidder will receive a score of 100 points if each of the size, scope, value and complexity of the requirement(s) and services and work submitted by the Bidder is greater than the requirement in the identified NWS SOW chapter.</p>	
<p>2.5</p> <p>Point Rated Corporate Experience</p> <p>Indicate how the example(s) referenced by the Bidder as the Project(s) in the Mandatory Technical Criteria are comparable to or are</p>	<p>Describe the Project(s) and the services and work carried out by the Bidder (or its subcontractor)* in the SOW Section 5 specifically Implement and Maintain Radar and Communications Systems Preventive Maintenance Program.</p>	<p>0 Points. A Bidder will receive a score of 0 points if the requirement(s) and services and work submitted by the Bidder are not comparable to the services in the identified SOW chapter. The size, value, scope and complexity of the services proposed by the Bidder are less than the NWS SOW requirement.</p>	<p>Maximum of 100 points</p>	

	<p>greater than the referenced NWS SOW (size, scope, value, complexity, and other pertinent information)</p>	<p>The following information should be provided:</p> <ul style="list-style-type: none">a) A description of the services carried out by the Bidder demonstrating how and why these services are similar in nature and scope to the requirements in the SOW;b) The annual and total value of the services; andc) The name, address and telephone numbers of one client contact as a reference for the Bidder for the requirement; and for the duration of the requirement.	<p>45 Points. A Bidder will receive a score of 45 points if the requirement(s) and services and work submitted by the Bidder are somewhat comparable to the identified SOW chapter. "Somewhat comparable" is defined as meaning a minimum of one of the characteristics of the NWS SOW (size, scope, value and complexity) are at least the same as the requirement submitted by the Bidder.</p> <p>75 Points. A Bidder will receive a score of 75 points if the requirement(s) and services and work submitted by the Bidder is comparable to the identified SOW chapter. "Comparable" is defined as meaning all of the characteristics of the NWS SOW (size, scope, value and complexity) are the same as the requirement submitted by the Bidder.</p> <p>100 Points. A Bidder will receive a score of 100 points if each of the size, scope, value and complexity of the requirement(s) and services and work submitted by the Bidder is greater than the requirement in the identified NWS SOW chapter.</p>	
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<p>2.6</p>	<p>Point Rated Corporate Experience Indicate how the example(s) referenced by the Bidder as the Project(s) in the Mandatory Technical Criteria are comparable to or are greater than the referenced NWS SOW (size, scope, value, complexity, and other pertinent information)</p>	<p>Describe the Project(s) and the services and work carried out by the Bidder (or its subcontractor)* in the SOW Section 6 Operations. The following information should be provided: a) A description of the services carried out by the Bidder demonstrating how and why these services are similar in nature and scope to the requirements in the SOW; b) The annual and total value of the services; and c) The name, address and telephone numbers of one client contact as a reference for the Bidder for the requirement; and for the duration of the requirement.</p>	<p>0 Points. A Bidder will receive a score of 0 points if the requirement(s) and services and work submitted by the Bidder are not comparable to the services in the identified SOW chapter. The size, value, scope and complexity of the services proposed by the Bidder are less than the NWS SOW requirement. 45 Points. A Bidder will receive a score of 45 points if the requirement(s) and services and work submitted by the Bidder are somewhat comparable to the identified SOW chapter. "Somewhat comparable" is defined as meaning a minimum of one of the characteristics of the NWS SOW (size, scope, value and complexity) are at least the same as the requirement submitted by the Bidder. 75 Points. A Bidder will receive a score of 75 points if the requirement(s) and services and work submitted by the Bidder is comparable to the identified SOW chapter. "Comparable" is defined as meaning all of the characteristics of the NWS SOW (size, scope, value and complexity) are the same as the requirement submitted by the Bidder.</p>	<p>Maximum of 100 points</p>
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			<p>100 Points. A Bidder will receive a score of 100 points if each of the size, scope, value and complexity of the requirement(s) and services and work submitted by the Bidder is greater than the requirement in the identified NWS SOW chapter.</p>	
<p>2.7 Point Rated Corporate Experience Indicate how the example(s) referenced by the Bidder as the Project(s) in the Mandatory Technical Criteria are comparable to or are greater than the referenced NWS SOW (size, scope, value, complexity, and other pertinent information)</p>	<p>Describe the Project(s) and the services and work carried out by the Bidder (or its subcontractor)* in the SOW Section 7 Mobile Support Equipment (MSE) Fleet Management. The following information should be provided:</p> <p>a) A description of the services carried out by the Bidder demonstrating how and why these services are similar in nature and scope to the requirements in the SOW;</p> <p>b) The annual and total value of the services; and</p> <p>c) The name, address and telephone numbers of one client contact as a reference for the Bidder for the requirement; and for the duration of the requirement.</p>	<p>0 Points. A Bidder will receive a score of 0 points if the requirement(s) and services and work submitted by the Bidder are not comparable to the services in the identified SOW chapter. The size, value, scope and complexity of the services proposed by the Bidder are less than the NWS SOW requirement.</p> <p>45 Points. A Bidder will receive a score of 45 points if the requirement(s) and services and work submitted by the Bidder are somewhat comparable to the identified SOW chapter. "Somewhat comparable" is defined as meaning a minimum of one of the characteristics of the NWS SOW (size, scope, value and complexity) are at least the same as the requirement submitted by the Bidder.</p> <p>75 Points. A Bidder will receive a score of 75 points if the requirement(s) and services and work submitted by the Bidder is comparable to the identified SOW chapter. "Comparable" is defined</p>	<p>Maximum of 100 points</p>	

2.8	<p>Point Rated Corporate Experience</p> <p>Indicate how the example(s) referenced by the Bidder as the Project(s) in the Mandatory Technical Criteria are comparable to or are greater than the referenced NWS SOW (size, scope, value, complexity, and other pertinent information)</p>	<p>Describe the Project(s) and the services and work carried out by the Bidder (or its subcontractor)* in the SOW Sections 8 DND Logistics.</p> <p>The following information should be provided:</p> <p>a) A description of the services carried out by the Bidder demonstrating how and why these services are similar in nature and scope to the requirements in the SOW;</p> <p>b) The annual and total value of the services; and</p> <p>c) The name, address and telephone numbers of one client contact as a reference for the Bidder for the</p>	<p>as meaning all of the characteristics of the NWS SOW (size, scope, value and complexity) are the same as the requirement submitted by the Bidder.</p> <p>100 Points. A Bidder will receive a score of 100 points if each of the size, scope, value and complexity of the requirement(s) and services and work submitted by the Bidder is greater than the requirement in the identified NWS SOW chapter.</p> <p>0 Points. A Bidder will receive a score of 0 points if the requirement(s) and services and work submitted by the Bidder are not comparable to the services in the identified SOW chapter. The size, value, scope and complexity of the services proposed by the Bidder are less than the NWS SOW requirement.</p> <p>45 Points. A Bidder will receive a score of 45 points if the requirement(s) and services and work submitted by the Bidder are somewhat comparable to the identified SOW chapter. "Somewhat comparable" is defined as meaning a minimum of one of the characteristics of the NWS SOW (size, scope, value and complexity) are at least the same as the requirement submitted by the Bidder.</p>	Maximum of 100 points
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		<p>requirement; and for the duration of the requirement.</p>	<p>75 Points. A Bidder will receive a score of 75 points if the requirement(s) and services and work submitted by the Bidder is comparable to the identified SOW chapter. "Comparable" is defined as meaning all of the characteristics of the NWS SOW (size, scope, value and complexity) are the same as the requirement submitted by the Bidder.</p> <p>100 Points. A Bidder will receive a score of 100 points if each of the size, scope, value and complexity of the requirement(s) and services and work submitted by the Bidder is greater than the requirement in the identified NWS SOW chapter.</p>	
<p>2.9</p> <p>Point Rated Corporate Experience</p> <p>Indicate how the example(s) referenced by the Bidder as the Project(s) in the Mandatory Technical Criteria are comparable to or are greater than the referenced NWS SOW (size, scope, value, complexity, and other pertinent information)</p>	<p>Describe the Project(s) and the services and work carried out by the Bidder (or its subcontractor)* in the SOW Section 10 Bulk Fuel.</p> <p>Management The following information should be provided:</p> <p>a) A description of the services carried out by the Bidder demonstrating how and why these services are similar in nature and scope to the requirements in the SOW;</p>	<p>0 Points. A Bidder will receive a score of 0 points if the requirement(s) and services and work submitted by the Bidder are not comparable to the services in the identified SOW chapter. The size, value, scope and complexity of the services proposed by the Bidder are less than the NWS SOW requirement.</p> <p>45 Points. A Bidder will receive a score of 45 points if the requirement(s) and services and work submitted by the Bidder are somewhat comparable to the identified SOW chapter. "Somewhat comparable" is defined as meaning a</p>	<p>Maximum of 100 points</p>	

		<p>b) The annual and total value of the services; and</p> <p>c) The name, address and telephone numbers of one client contact as a reference for the Bidder for the requirement; and for the duration of the requirement.</p>	<p>minimum of one of the characteristics of the NWS SOW (size, scope, value and complexity) are at least the same as the requirement submitted by the Bidder.</p> <p>75 Points. A Bidder will receive a score of 75 points if the requirement(s) and services and work submitted by the Bidder is comparable to the identified SOW chapter. "Comparable" is defined as meaning all of the characteristics of the NWS SOW (size, scope, value and complexity) are the same as the requirement submitted by the Bidder.</p> <p>100 Points. A Bidder will receive a score of 100 points if each of the size, scope, value and complexity of the requirement(s) and services and work submitted by the Bidder is greater than the requirement in the identified NWS SOW chapter.</p>	
<p>2.10</p> <p>Point Rated Corporate Experience</p> <p>Indicate how the example(s) referenced by the Bidder as the Project(s) in the Mandatory Technical Criteria are comparable to or are greater than the</p>	<p>Describe the Project(s) and the services and work carried out by the Bidder (or its subcontractor)* in the SOW Section 11 Airlift.</p> <p>The following information should be provided:</p> <p>a) A description of the services carried out by the Bidder demonstrating how and why these services are similar in nature</p>	<p>0 Points. A Bidder will receive a score of 0 points if the requirement(s) and services and work submitted by the Bidder are not comparable to the services in the identified SOW chapter. The size, value, scope and complexity of the services proposed by the Bidder are less than the NWS SOW requirement.</p> <p>45 Points. A Bidder will receive a score of 45 points if the requirement(s) and</p>	<p>Maximum of 100 points</p>	

	<p>referenced NWS SOW (size, scope, value, complexity, and other pertinent information)</p>	<p>and scope to the requirements in the SOW;</p> <p>b) The annual and total value of the services; and</p> <p>c) The name, address and telephone numbers of one client contact as a reference for the Bidder for the requirement; and for the duration of the requirement.</p>	<p>services and work submitted by the Bidder are somewhat comparable to the identified SOW chapter. "Somewhat comparable" is defined as meaning a minimum of one of the characteristics of the NWS SOW (size, scope, value and complexity) are at least the same as the requirement submitted by the Bidder.</p> <p>75 Points. A Bidder will receive a score of 75 points if the requirement(s) and services and work submitted by the Bidder is comparable to the identified SOW chapter. "Comparable" is defined as meaning all of the characteristics of the NWS SOW (size, scope, value and complexity) are the same as the requirement submitted by the Bidder.</p> <p>100 Points. A Bidder will receive a score of 100 points if each of the size, scope, value and complexity of the requirement(s) and services and work submitted by the Bidder is greater than the requirement in the identified NWS SOW chapter.</p>	
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<p>2.11</p>	<p>Point Rated Corporate Experience Indicate how the example(s) referenced by the Bidder as the Project(s) in the Mandatory Technical Criteria are comparable to or are greater than the referenced NWS SOW (size, scope, value, complexity, and other pertinent information)</p>	<p>Describe the Project(s) and the services and work carried out by the Bidder (or its subcontractor)* in the SOW Section 14 Provide Maintenance Management and Engineering Services. The following information should be provided:</p> <p>a) A description of the services carried out by the Bidder demonstrating how and why these services are similar in nature and scope to the requirements in the SOW;</p> <p>b) The annual and total value of the services; and</p> <p>c) The name, address and telephone numbers of one client contact as a reference for the Bidder for the requirement; and for the duration of the requirement.</p>	<p>0 Points. A Bidder will receive a score of 0 points if the requirement(s) and services and work submitted by the Bidder are not comparable to the services in the identified SOW chapter. The size, value, scope and complexity of the services proposed by the Bidder are less than the NWS SOW requirement.</p> <p>45 Points. A Bidder will receive a score of 45 points if the requirement(s) and services and work submitted by the Bidder are somewhat comparable to the identified SOW chapter. "Somewhat comparable" is defined as meaning a minimum of one of the characteristics of the NWS SOW (size, scope, value and complexity) are at least the same as the requirement submitted by the Bidder.</p> <p>75 Points. A Bidder will receive a score of 75 points if the requirement(s) and services and work submitted by the Bidder is comparable to the identified SOW chapter. "Comparable" is defined as meaning all of the characteristics of the NWS SOW (size, scope, value and complexity) are the same as the requirement submitted by the Bidder.</p>	<p>Maximum of 100 points</p>
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			<p>100 Points. A Bidder will receive a score of 100 points if each of the size, scope, value and complexity of the requirement(s) and services and work submitted by the Bidder is greater than the requirement in the identified NWS SOW chapter.</p>	
<p>2.12 Point Rated Corporate Experience Indicate how the example(s) referenced by the Bidder as the Project(s) in the Mandatory Technical Criteria are comparable to or are greater than the referenced NWS SOW (size, scope, value, complexity, and other pertinent information)</p>	<p>Describe the Project(s) and the services and work carried out by the Bidder (or its subcontractor)* in the SOW Section 16 Provide Fire Protection Services. The following information should be provided:</p> <p>a) A description of the services carried out by the Bidder demonstrating how and why these services are similar in nature and scope to the requirements in the SOW;</p> <p>b) The annual and total value of the services; and</p> <p>c) The name, address and telephone numbers of one client contact as a reference for the Bidder for the requirement; and for the duration of the requirement.</p>	<p>0 Points. A Bidder will receive a score of 0 points if the requirement(s) and services and work submitted by the Bidder are not comparable to the services in the identified SOW chapter. The size, value, scope and complexity of the services proposed by the Bidder are less than the NWS SOW requirement.</p> <p>45 Points. A Bidder will receive a score of 45 points if the requirement(s) and services and work submitted by the Bidder are somewhat comparable to the identified SOW chapter. "Somewhat comparable" is defined as meaning a minimum of one of the characteristics of the NWS SOW (size, scope, value and complexity) are at least the same as the requirement submitted by the Bidder.</p> <p>75 Points. A Bidder will receive a score of 75 points if the requirement(s) and services and work submitted by the Bidder is comparable to the identified SOW chapter. "Comparable" is defined</p>	<p>Maximum of 100 points</p>	

2.13	<p>Point Rated Corporate Experience</p> <p>Indicate how the example(s) referenced by the Bidder as the Project(s) in the Mandatory Technical Criteria are comparable to or are greater than the referenced NWS SOW (size, scope, value, complexity, and other pertinent information)</p>	<p>Describe the Project(s) and the services and work carried out by the Bidder (or its subcontractor)* in the SOW Section 17 Provide Environmental Management Services.</p> <p>The following information should be provided:</p> <ul style="list-style-type: none"> a) A description of the services carried out by the Bidder demonstrating how and why these services are similar in nature and scope to the requirements in the SOW; b) The annual and total value of the services; and c) The name, address and telephone numbers of one client contact as a reference for the Bidder for the 	<p>as meaning all of the characteristics of the NWS SOW (size, scope, value and complexity) are the same as the requirement submitted by the Bidder.</p> <p>100 Points. A Bidder will receive a score of 100 points if each of the size, scope, value and complexity of the requirement(s) and services and work submitted by the Bidder is greater than the requirement in the identified NWS SOW chapter.</p> <p>0 Points. A Bidder will receive a score of 0 points if the requirement(s) and services and work submitted by the Bidder are not comparable to the services in the identified SOW chapter. The size, value, scope and complexity of the services proposed by the Bidder are less than the NWS SOW requirement.</p> <p>45 Points. A Bidder will receive a score of 45 points if the requirement(s) and services and work submitted by the Bidder are somewhat comparable to the identified SOW chapter. "Somewhat comparable" is defined as meaning a minimum of one of the characteristics of the NWS SOW (size, scope, value and complexity) are at least the same as the requirement submitted by the Bidder.</p>	Maximum of 100 points
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Solicitation No. - N° de l'invitation
W8485-157352/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
005NX

Client Ref. No. - N° de réf. du client
W8485-157352

File No. - N° du dossier
005NX.W8485-157352

CCC No./N° CCC - FMS No./N° VME

		requirement; and for the duration of the requirement.	<p>75 Points. A Bidder will receive a score of 75 points if the requirement(s) and services and work submitted by the Bidder is comparable to the identified SOW chapter. "Comparable" is defined as meaning all of the characteristics of the NWS SOW (size, scope, value and complexity) are the same as the requirement submitted by the Bidder.</p> <p>100 Points. A Bidder will receive a score of 100 points if each of the size, scope, value and complexity of the requirement(s) and services and work submitted by the Bidder is greater than the requirement in the identified NWS SOW chapter.</p>	<p>*For subcontractor Corporate experience to be accepted, the Bidder will be required, at the Bid Solicitation Phase and during the performance of any resulting contract, to continue to provide the services of that subcontractor, unless the consent of the Contracting Authority is given to make a change. For subcontractor Corporate experience, the Bidder is required to provide a letter from the subcontractor confirming the subcontractor's commitment to act as a subcontractor to the Bidder if awarded the NWS contract; if this letter is not included in the bid on bid closing date will result in the proposed subcontractors' experience not being considered for evaluation purposes. The Prime Contractor will continue be responsible for the performance of the Work.</p> <p>"Less than the NWS" is defined as meaning none of the characteristics of the NWS SOW (size, scope, value and complexity) are the same as the requirement submitted by the Bidder.</p> <p>"Greater than" or "more than", is defined; as all four characteristics need to be exceeded.</p>
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Appendix 1, Section C to Part 4: Point Rated Criteria

Item	Point Rated Criteria	Bid Submission Requirement	Evaluation Scheme	Available Points
3.1	<p>Point Rated Technical Plan The Bidder's submission will be evaluated based on:</p> <ol style="list-style-type: none"> 1. The degree to which it demonstrates the Bidder's understanding of and compliance with the requirements of each section of the SOW Annex A, including: <ol style="list-style-type: none"> a) Activities required; and b) Roles and responsibilities. 2. Canada's view of the reasonableness, feasibility and effectiveness of the plan; and 3. The level of consistency with the rest of the Bidder's proposal. 	<p>In order to be awarded points, the Bidder should submit one technical plan for each Section of Annex A*. It is recommended that each plan be 10 pages maximum. Each technical plan should include a description of a recommended approach to completing the work in each sub-section of the SOW, including:</p> <ol style="list-style-type: none"> a) An explanation of how the plan will address each element of the requirement section found in the relevant SOW section; b) Identification of areas where cost savings and improvements in sustainability can be achieved and the strategy for achieving these results; and c) An abbreviated project plan that includes the activities required under the section and how they will be implemented. 	<p>0 Points A Bidder will receive 0 points if the technical plan does not demonstrate an understanding of the requirement, nor does it sufficiently address the criteria.</p> <p>20 Points A Bidder will receive 20 points if the technical plan demonstrates a limited understanding of the requirements in some areas. "Limited" is defined as meaning that there are many elements not adequately addressed or there is reliance on generic descriptions, i.e., the technical plan is non-project specific.</p> <p>30 Points A Bidder will receive 30 points if the technical plan demonstrates an incomplete understanding of the requirements and broad goals and objectives. "Incomplete" is defined as meaning that most of the elements have been addressed, or all elements have been addressed but the technical plan lacks information or specifics.</p>	Max of 75 Points/Per Section

Solicitation No. - N° de l'invitation
W8485-157352/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
005NX

Client Ref. No. - N° de réf. du client
W8485-157352

File No. - N° du dossier
005NX.W8485-157352

CCC No./N° CCC - FMS No./N° VME

			<p>60 Points A Bidder will receive 60 Points if the technical plan demonstrates a very good understanding of the requirements and broad goals and objectives. "Very good" is defined as meaning that the technical plan addresses all of the elements and there is only a minor lack of information.</p> <p>75 Points A Bidder will receive 75 Points if the technical plan demonstrates an excellent understanding of the requirements and broad goals and objectives. "Excellent" is defined as meaning that the technical plan very clearly addresses all of the elements outlined and the technical plan contains specifics i.e., the technical plan is project specific.</p>	
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<p>3.2</p>	<p>Point Rated Staffing Plan</p> <p>The Bidder's submission will be evaluated based on:</p> <ol style="list-style-type: none"> 1. The degree to which it demonstrates the Bidder's understanding of and compliance with the requirements of the SOW Annex A; 2. The degree to which the approach includes a comprehensive and feasible plan to address any staffing issues; 3. The degree to which different strategies are effectively addressed; and 4. Canada's view of the reasonableness, feasibility and effectiveness of the Staffing plan. 	<p>In order to be awarded points, the Bidder should submit one Staffing Plan as an Annex to each of the Staffing Plans for the corresponding section of the SOW Annex A*. It is recommended that each Staffing Plan be 10 pages maximum.</p> <p>The Staffing Plan should show the following:</p> <ol style="list-style-type: none"> a) All necessary staff required to meet the requirements of the SOW section. It should be highlighted if staff are being used to cover multiple roles; b) Training strategy, both initial and recurring, to ensure that all of the Bidder's personnel understand, comply and adhere to all relevant regulations and security policies; c) Provide its personnel with appropriate resources and equipment to carry out their respective duties; 	<p>0 Points A Bidder will receive 0 points if the staffing plan does not demonstrate an understanding of the requirement, nor does it sufficiently address the criteria.</p> <p>20 Points A Bidder will receive 20 points if the staffing plan demonstrates a limited understanding of the requirements in some areas. "Limited" is defined as meaning that there are many elements not adequately addressed or there is reliance on generic descriptions, i.e., the staffing plan is non-project specific.</p> <p>30 Points A Bidder will receive 30 points if the staffing plan demonstrates an incomplete understanding of the requirements and broad goals and objectives. "Incomplete" is defined as meaning that most of the elements have been addressed, or all elements have been addressed but the staffing plan lacks information or specifics.</p> <p>60 Points A Bidder will receive 60 points if the staffing plan demonstrates a very good understanding of the requirements</p>	<p>Max of 75 Points/Per Section</p>
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		<p>d) List any risks that might prevent the Bidder from achieving the proposed plan and strategies for mitigating that risk. If there are no risks indicate N/A; and</p> <p>e) Contingency plans to minimize disruption to services due to local labour unavailability which arises after contract award due to, but not limited to, strikes and/or increase in other local employment opportunities.</p>	<p>and broad goals and objectives. "Very good" is defined as meaning that the staffing plan addresses all of the elements and there is only a minor lack of information.</p> <p>75 Points A Bidder will receive 75 points if the staffing plan demonstrates an excellent understanding of the requirements and broad goals and objectives. "Excellent" is defined as meaning that the staffing plan very clearly addresses all of the elements outlined and the staffing plan contains specifics i.e., the staffing plan is project specific.</p>	
	<p>* Note: Annex A - Sections 1 to 20. Bidders do not need to submit a Technical Plan & Staffing Plan for Annex A SOW Sections 1 & 12.</p>		<p>0 Points A Bidder will receive 0 points if the technical plan information is insufficient to properly address. Insufficient is defined as a Project Governance Model that is not capable of meeting this requirement or there is a significant lack of information.</p> <p>45 Points A Bidder will receive 45 points if the technical plan</p>	<p>Maximum of 100 points</p>
<p>3.3</p> <p>Point Rated Governance Model The Bidder's submission will be evaluated based on the degree to which the Bidder demonstrates its project governance model is logical, robust, repeatable and capable of meeting the requirement, including the following:</p> <p>1. The overall effectiveness of the governance model in meeting the requirement of the SOW;</p>		<p>In order to be awarded points, the Bidder should submit their project governance model showing that their decision making framework is logical, robust and repeatable. It is recommended that the Governance Model plan be no longer than 5 pages.</p>		

	<p>and</p> <p>2. The degree to which the governance model effectively manages risk.</p>	<p>The Bidder should include the following elements in their submission:</p> <ul style="list-style-type: none">a) How the governance model ensures clear lines of accountability;b) The integration between the different functional areas involved in delivering services;c) Effective management of risk; andd) Corporate responsiveness to issues and requests that may come up during the Contract.	<p>demonstrates, the Project Governance Model, incomplete but may be capable of meeting the requirement. An incomplete model is defined as a model that addresses most but not all of the elements outlined, there are noticeable gaps.</p> <p>75 Points A Bidder will receive 75 points if the technical plan demonstrates, the Project Governance Model very good, it is tailored and is very capable of meeting the requirements. A very good model is defined as a model that addresses all of the elements outlined, but there are minor gaps.</p> <p>100 points A Bidder will receive 100 points if the technical plan demonstrates, the Project Governance Model excellent, it is tailored and more than capable of meeting the requirements. A more than capable model is defined as a model that very clearly addresses all of the elements outlined.</p>	
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<p>3.4</p>	<p>Point Rated Task Authorizations (TAs) & Additional Work Requests (AWRs) Approach</p> <p>The Bidder's submission will be evaluated based on its completeness and by considering:</p> <ol style="list-style-type: none"> 1. The degree to which the approach addresses the requirements of the SOW Para 4.37; provide TA/AWR Management; 2. The degree to which the approach is effectively linked to quality, Occupational health & Safety (OHS), and client satisfaction; 3. The feasibility of the approach; 4. The degree to which the approach demonstrates best value to Canada; and 5. The degree to which different categories of projects and geographic locations are effectively addressed. 	<p>In order to be awarded points, the Bidder should describe its proposed approach to deliver Task Authorizations as described in this solicitation. It is recommended to limit this document to no more than 10 pages in length. This document should include:</p> <ol style="list-style-type: none"> 1. The proposed Service Delivery Regime (SDR) for TA's/AWR and how it will ensure TA/AWR projects are being delivered on time, on scope, and on budget; 2. The delivery method for the services to be supplied (i.e. internal or external resources), the logistical plan, scheduling resources and how this will provide best value to Canada; 3. The approach to tailoring its project management and delivery processes and tools for the different categories of TA/AWR projects described in the SOW, considering their complexity and risk; 4. The approach to supporting the TA/AWR from a contract management perspective; and 	<p>0 Points. A Bidder will receive 0 points if the technical plan, information is insufficient to properly address the criteria. Insufficient is defined as lacking complete or almost complete understanding of the requirement, there is a significant lack of information.</p> <p>16 Points. A Bidder will receive 16 points if the technical plan demonstrates an incomplete approach to deliver Additional Work Requests that may be capable of meeting the requirements. An incomplete approach is defined as an approach that addresses most but not all of the elements outlined, and there are noticeable gaps.</p> <p>30 Points. A Bidder will receive 30 points if the technical plan demonstrates, very good approach to deliver Additional Work Requests that is tailored and should be well capable to meet the requirements. A very good approach is defined as an approach that addresses all of the elements outlined, but there are minor gaps.</p>	<p>Maximum of 40 Points</p>
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3.5	<p>Point Rated Long Range Radar (LRR) Reconstitution Plan Reconstitution of LRR sites is the re-attending of the LRRs on a 24/7/365 basis. The Bidder's submission will be evaluated based on its completeness and by considering:</p> <ol style="list-style-type: none"> 1. The feasibility of the approach; 2. The degree to which the approach demonstrates best value to Canada; and 3. The degree to which the approach demonstrates the Bidder's understanding of the operation and maintenance work required by the contract. 	<p>5. The approach to supporting projects delivered by others such as Defence Construction Canada (DCC), visiting units or other contractors.</p> <p>In order to be awarded points, the Bidder should outline their approach to the full time reconstitution of the LRR sites (re-attending 24/7/365 basis). It is recommended that the plan be no longer than 10 pages.</p> <p>The Bidder should include the following elements in their plan:</p> <ol style="list-style-type: none"> 1. Their approach to managing staffing levels ensuring that all aspects of the contract are met; 2. List any risks that might prevent the Bidder from achieving the proposed plan and strategies for mitigating that risk. If there are no risks indicate N/A; 	<p>40 Points. A Bidder will receive 40 points if the technical plan demonstrates, an excellent and effective approach to deliver Additional Work Requests, tailored and more than capable to meet the requirements. An excellent and effective plan is defined as a plan that very clearly addresses all of the elements outlined.</p> <p>0 Points A Bidder will receive 0 points if the technical plan, information is insufficient to properly address. Insufficient is defined as a LRR Reconstitution Plan that is not capable of meeting this requirement or there is a significant lack of information.</p> <p>45 Points. A Bidder will receive 45 Points if the technical plan for the LRR Reconstitution Plan is incomplete, but may be capable of meeting the requirement. An incomplete model is defined as a model that addresses most but not all of the elements outlined, and there are noticeable gaps.</p>	Maximum of 100 points
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Solicitation No. - N° de l'invitation
W8485-157352/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
005NX

Client Ref. No. - N° de réf. du client
W8485-157352

File No. - N° du dossier
005NX.W8485-157352

CCC No./N° CCC - FMS No./N° VME

		<p>3. Their approach for utilization of fixed and rotary wing assets to support site access and supply; and</p> <p>4. Their approach to conducting the year round Preventative and Corrective Maintenance routines</p>	<p>75 Points. A Bidder will receive 75 points if the technical plan, for the LRR Reconstitution Plan is very good, it is tailored and is very capable of meeting the requirements. A very good model is defined as a model that addresses all of the elements outlined, but with minor gaps.</p> <p>100 points. A Bidder will receive 100 points if the technical plan, for the LRR Reconstitution Plan is excellent, it is tailored and more than capable of meeting the requirements. A more than capable model is defined as a model that very clearly addresses all of the elements outlined.</p>	
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<p>3.6</p>	<p>Social Procurement Plan</p> <p>The response will be evaluated based on the degree to which the response demonstrates a clear understanding of social procurement/GBA+ in the workforce and a feasible approach to increasing of social procurement/GBA+ awareness.</p> <p>*GBA+ as defined by the Treasury Board Secretariat of Canada: https://www.tbs-sct.gc.ca/hgw-cgf/oversight-oacs-eng.asp It is encouraged to also refer to the Status of Women Canada website: http://www.swc-cfc.gc.ca/gba-ac/index-en.html</p>	<p>It is recommended that the Bidder submit answers in no more than 2 pages.</p> <p>The Bidder should submit a plan demonstrating their understanding of social procurement/GBA+ in their current workforce, and how they would increase social procurement/GBA+ awareness. The plan should address the questions below:</p> <ol style="list-style-type: none"> 1. What are the current socio-demographic characteristics of your workforce? Are there any segments of the population that are under-represented? 2. What are the barriers to participation for under-represented groups (e.g. shift-work, remote location, employer stereotypes)? Can measures be developed to address any perceived or identified barriers? 3. Is training available to those delivering services to ensure they are sensitive to the needs of all people? 	<p>0 points A Bidder will receive 0 points if the social procurement plan is insufficient to properly address the criteria. Insufficient is defined as lacking complete or almost complete understanding of the requirement, there is a significant lack of information.</p> <p>16 points A Bidder will receive 16 points if the social procurement plan describes good knowledge of social procurement/GBA+, and a good approach in developing GBA+. A good plan is defined as a plan that addresses most but not all of the questions, there are noticeable gaps</p> <p>30 points A Bidder will receive 30 points if the social procurement plan describes a very good knowledge of social procurement/GBA+, and a very good approach in developing GBA+. A very good plan is defined as a plan that addresses all of the questions, there are minor gaps.</p> <p>40 points A Bidder will receive 40 points if the social procurement plan describes excellent and effective knowledge of social procurement/GBA+, the plan is</p>	<p>Maximum of 40 Points</p>
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CCC No./N° CCC - FMS No./N° VME

				tailored and more than capable to meet the requirements. An excellent and effective plan is defined as a plan that very clearly addresses all of the questions.	
<p>*For subcontractor Corporate experience to be accepted, the Bidder will be required, at the Bid Solicitation Phase and during the performance of any resulting contract, to continue to provide the services of that subcontractor, unless the consent of the Contracting Authority is given to make a change. For subcontractor Corporate experience, the Bidder is required to provide a letter from the subcontractor confirming the subcontractor's commitment to act as a subcontractor to the Bidder if awarded the NWS contract; if this letter is not included in the bid on bid closing date will result in the proposed subcontractors' experience not being considered for evaluation purposes. The Prime Contractor will continue be responsible for the performance of the Work.</p> <p>"Less than the NWS" is defined as meaning none of the characteristics of the NWS SOW (size, scope, value and complexity) are the same as the requirement submitted by the Bidder.</p> <p>"Greater than" or "More than", is defined as all four characteristics need to be exceeded.</p>					

Appendix 2 to Part 4 – Inuit Benefit Mandatory and Rated Evaluation

Appendix 2- Section A to Part 4 – Mandatory Inuit Benefits Requirements (MIBRs)

Item	Category	Pass/Fail																
1.0	<u>Mandatory Inuit Benefit Requirements (MIBRs) Criteria</u>																	
1.1	<p>The Bidder must provide an Inuit Benefit (IB) Plan (MIBR-1) (PB) in their bid in accordance with the requirements at Annex D, and must include sufficient detail to demonstrate how the Mandatory Inuit Benefit Requirements (MIBRs) listed at Annex D will be achieved and include a written plan of engagements, measures and proposed procedures to be taken to deliver long-term, sustainable and meaningful economic benefits for Inuit across all three applicable Comprehensive Land Claim regions for the period of the Contract. The Inuit Benefit Plan must include separate sub-plans for Inuit Employment and an Inuit firm/Inuit owned Company Subcontracts Plan.</p> <table border="1" data-bbox="732 380 854 1768"> <thead> <tr> <th data-bbox="732 1419 760 1768">Example</th> <th data-bbox="732 1073 760 1419">Year 1</th> <th data-bbox="732 726 760 1073">Year 3</th> <th data-bbox="732 380 760 726">Year 5</th> </tr> </thead> <tbody> <tr> <td data-bbox="760 1419 787 1768">Total Value of Contract</td> <td data-bbox="760 1073 787 1419">\$1,000,000 (a)</td> <td data-bbox="760 726 787 1073">\$1,200,000</td> <td data-bbox="760 380 787 726">\$1,300,000</td> </tr> <tr> <td data-bbox="787 1419 815 1768">Value of Non-IB</td> <td data-bbox="787 1073 815 1419">\$850,000 (b)</td> <td data-bbox="787 726 815 1073">\$1,008,000</td> <td data-bbox="787 380 815 726">\$1,069,000</td> </tr> <tr> <td data-bbox="815 1419 854 1768">Value of IB</td> <td data-bbox="815 1073 854 1419">\$150,000 (c) or 15%</td> <td data-bbox="815 726 854 1073">\$192,000 or 16%</td> <td data-bbox="815 380 854 726">\$221,000 or 17%</td> </tr> </tbody> </table> <p>NOTE: The commitments and the associated values must exclude Work performed on Task Authorizations, all activities carried out using ITD Program funds provided by Canada, profits and taxes</p> <p>The Inuit Employment Plan (MIBR 2 and MIBR-4) (PB) must demonstrate and detail how the Bidder intends to maximize the use of Inuit employment as well as the dollar amount and percentage of Inuit Beneficiaries that each position will contribute. The Inuit Employment Plan must address how employment of Inuit Beneficiaries will be managed and must include:</p> <ul data-bbox="1122 380 1359 1768" style="list-style-type: none"> • A list of specific positions and categories that will be staffed by Inuit Beneficiaries; • a breakdown of Costs and the extended dollar value and percentage of labour that will be staffed by Inuit Beneficiaries; • description, hours and duration of the work to be carried out for each position proposed to be filled by Inuit Beneficiaries; • the opportunity for skills development; • experience to be gained; 	Example	Year 1	Year 3	Year 5	Total Value of Contract	\$1,000,000 (a)	\$1,200,000	\$1,300,000	Value of Non-IB	\$850,000 (b)	\$1,008,000	\$1,069,000	Value of IB	\$150,000 (c) or 15%	\$192,000 or 16%	\$221,000 or 17%	Pass/Fail
Example	Year 1	Year 3	Year 5															
Total Value of Contract	\$1,000,000 (a)	\$1,200,000	\$1,300,000															
Value of Non-IB	\$850,000 (b)	\$1,008,000	\$1,069,000															
Value of IB	\$150,000 (c) or 15%	\$192,000 or 16%	\$221,000 or 17%															

	<ul style="list-style-type: none"> the sustainability of the jobs; and the human resource strategies for Inuit recruitment, retention, succession planning and staff management. list of position titles linked to the job descriptions for Supervisors or Managers as provided in the Inuit Employment Plan along with the dollar value and percentage that each position will contribute. 																	
1.2	<table border="1" data-bbox="435 380 555 1770"> <thead> <tr> <th>Example</th> <th>Year 1</th> <th>Year 3</th> <th>Year 5</th> </tr> </thead> <tbody> <tr> <td>Total Value of Labour</td> <td>\$500,000 (a)</td> <td>\$500,000</td> <td>\$500,000</td> </tr> <tr> <td>Value of Non-IB Labour</td> <td>\$390,000 (b)</td> <td>\$385,000</td> <td>\$380,000</td> </tr> <tr> <td>Value of IB Labour</td> <td>\$110,000 (c) or 22%</td> <td>\$115,000 or 23%</td> <td>\$120,000 or 24%</td> </tr> </tbody> </table> <p>NOTE: The labour commitment in this plan must exclude Work performed on Task Authorizations, labour activities carried out using ITDP, funds provided by Canada, Inuit firm/Inuit owned Company subcontractor labour Costs, profits and taxes.</p> <p>The Inuit firm/Inuit Owned Company (IF/IOC) Subcontract Plan (MIBR-3) - (PB) must provide sufficient details to demonstrate how the Bidder intends to maximize the use of Inuit firms/Inuit owned Company Subcontractors and must</p> <ul style="list-style-type: none"> provide commitments to hire subcontractors on the Nunavut Inuit Firm Registry for Work being performed in the Nunavut Settlement Region; Inuvialuit Business List for Work being performed in the Inuvialuit Settlement Region; and Nunatsiavut Business Directory for Work being performed in the Nunatsiavut Settlement Region if the Bidder is proposing to use an Inuit firm/Inuit owned Company subcontractor from one Settlement Region to conduct Work in another Settlement Region, a detailed explanation must be provided to explain why this is being proposed; description of the Work that will be carried out by each Inuit firm/Inuit owned Company subcontractor and in which Land Claim region; detail how business with Inuit firms and Inuit owned Company subcontractors will be managed, from developing sources of supply to administration; detail any development of new sources of supply, or new capabilities. Identify and list the work intended to be carried out by the Inuit firms/Inuit owned Companies, (including the non-Inuit subcontractors), by dollar value and the percentage as shown in the Example below. 	Example	Year 1	Year 3	Year 5	Total Value of Labour	\$500,000 (a)	\$500,000	\$500,000	Value of Non-IB Labour	\$390,000 (b)	\$385,000	\$380,000	Value of IB Labour	\$110,000 (c) or 22%	\$115,000 or 23%	\$120,000 or 24%	Pass/Fail
Example	Year 1	Year 3	Year 5															
Total Value of Labour	\$500,000 (a)	\$500,000	\$500,000															
Value of Non-IB Labour	\$390,000 (b)	\$385,000	\$380,000															
Value of IB Labour	\$110,000 (c) or 22%	\$115,000 or 23%	\$120,000 or 24%															

	<table border="1" data-bbox="269 669 501 1480"> <tr> <td colspan="2">Example:</td> </tr> <tr> <td>Value of Contract: ((a) must equal (b) + (c))</td> <td>\$100,000 (a)</td> </tr> <tr> <td>Value of Bidder (Prime Contractor) Includes the value of Subcontractors not on the Inuit Firm Registries</td> <td>\$60,000 (b)</td> </tr> <tr> <td>Value of Subcontractors on the Firm Registries</td> <td>\$35,000 (c)</td> </tr> </table> <p>Inuit firm/Inuit owned Company Subcontractors submitted by the Bidder must be the company to perform the work/provide the goods.</p> <p>If the Bidder (Prime-Contractor) is an Inuit firm/Inuit owned Company, subcontracting Costs qualify as Inuit firm/Inuit owned Company, or if a joint venture, then the amount proportional to the amount of Work being performed by the Inuit firm/Inuit owned Company (minus the labour provided for in the Employment plan MIBRs 2 and 4) shall be included.</p> <p>Subcontractors submitted by the Bidder as an Inuit firm/Inuit owned Company Subcontractor must be in good standing on the Inuit Firm Registries for the duration of the Contract subcontracted for, in its entirety.</p> <p>NOTE: The IF/IOC commitment must exclude Work performed on Task Authorizations, all activities carried out using ITDP funds provided by Canada, profits and taxes.</p> <p>For a comprehensive list of Inuit firms, together with information on the goods and services which they provide in relation to government contracts, please refer to the Nunavut Inuit Firm Registry Database http://inuitfirm.tunnngavik.com: the Inuvialuit Business List: https://www.irc.inuvialuit.com/business/inuvialuit-business-list-ibl and the Nunatsiavut Business Directory - https://business.nunatsiavut.com/business-directory/</p>	Example:		Value of Contract: ((a) must equal (b) + (c))	\$100,000 (a)	Value of Bidder (Prime Contractor) Includes the value of Subcontractors not on the Inuit Firm Registries	\$60,000 (b)	Value of Subcontractors on the Firm Registries	\$35,000 (c)	
Example:										
Value of Contract: ((a) must equal (b) + (c))	\$100,000 (a)									
Value of Bidder (Prime Contractor) Includes the value of Subcontractors not on the Inuit Firm Registries	\$60,000 (b)									
Value of Subcontractors on the Firm Registries	\$35,000 (c)									
<p>1.3</p> <p>1.3.1</p>	<p><u>Inuit Training and Development Program (ITDP) - (PB)</u></p> <p>The Bidder must demonstrate its experience in delivering and implementing an ITDP as defined in Annex D and provide a minimum of one Project where an ITDP was delivered and implemented. The project must have been completed or currently ongoing within the last 10 years (prior to bid close) and the ITDP must be of \$1 Million Canadian or greater in value and be of similar size, scope, and complexity.</p> <p>The following information:</p> <ul style="list-style-type: none"> • Project Title • Value of Project • Duration of Project • Name of Client 	<p>Pass/Fail</p>								

1.3.2	<ul style="list-style-type: none"> • Names, Titles and telephone numbers of the business references • Scope of training Program • How the program is similar or relevant in size and scope to the ITDP requirements detailed in Annex D <p>The Bidder must provide an Inuit Training and Development Plan (MIBR-5) in their bid in accordance with requirements at Annex D, and must include sufficient detail to demonstrate how the ITDP will be achieved.</p> <p>Canada will provide up to \$2.5M in annual funding for approved ITDP activities in each Contract Year as detailed in Annex D. Activities carried out using ITDP funds are to be excluded from Mandatory Inuit Benefits Requirements (MIBRs) Contract Commitment calculations.</p> <p>The ITDP must explain the Contractor's methods and approaches to implementing the ITDP in conjunction with the Inuit Benefit Plan at Section 4 in Annex D.</p>	
1.4	<p><u>Mandatory Inuit Benefit Requirement (MIBR) Transaction Tables - (PB)</u></p> <p>The Bidder must prepare and provide the MIBR Transaction Tables below at Appendix 2, Section C to Part 4, for each MIBR listed at Annex D, expanded for each Contract year, detailing the Inuit Benefit and the amount of the Inuit Benefit expressed in terms of Costs (dollars) and as percentages.</p> <p>Percentages and the total Costs identified in the MIBR Transaction Tables in Appendix 2, Section C to Part 4 must align with the detailed supporting Costs and pricing data provided by the Bidder in the Financial Evaluation Tables set out in Appendix 3 to Part 4 – Financial Evaluation provided for in separate Excel spreadsheets and the applicable tables listed in the Basis of Payment at Annex "B".</p>	Pass/Fail

Appendix 2, Section B to Part 4: Point Rated Inuit Benefits Requirements

Item	Category	Available Points
2.0	<u>Inuit Benefit Criteria (IBC) – Rated</u>	
2.1	<p><u>The employment of Inuit Labour:</u> The employment of Inuit beneficiaries in carrying out the work of the Contract over and above the Mandatory Inuit Benefit Requirements (MIBRs) listed in Annex D.</p> <p>This criteria is worth 10% of the overall bid evaluation points available.</p>	
2.1.1	<p>Inuit Labour Commitment</p> <p>Bidders will be evaluated on their firm commitment to maximize the recruitment and employment of Inuit beneficiaries in carrying out the Work under the Contract, over and above the percentages provided to achieve the MIBR-2 and MIBR-4 listed in Annex D.</p> <p>MIBR-2 in Annex D is 22%. The Bidder will be awarded five points for each additional percentage over and above the MIBR-2 of 22% as follows:</p> <p>Examples:</p> <p>26% - (26%-22%=4%) x 5 = the Bidder will be awarded 20 total points out of the maximum of 30 points. 27% - (27%-22%=5%) x 5 = the Bidder will be awarded 25 total points out of the maximum of 30 points 28% or higher = the Bidder will be awarded the total maximum of 30 points</p> <p>NOTE: The labour commitment must exclude Work performed on Task Authorizations, all activities carried out using ITDP funds provided by Canada, Inuit firm/Inuit owned Company subcontractor labour, profits and taxes.</p>	/30
2.1.2	<p>Inuit Labour – Supporting Documentation</p> <p>Bidder's should explain and demonstrate within the Inuit Employment Plan and within the completed Transaction Tables at Appendix 2, Section C below, how they will meet the additional Inuit Labour % firm commitment over and above the MIBRs listed at Annex D. Simply indicating a “%” commitment is not sufficient to achieve points.</p> <p>In order to receive assigned points the Inuit Employment Plan should:</p>	/20

<p>2.1.3</p>	<ul style="list-style-type: none"> • list of specific positions and categories that will be staffed by Inuit beneficiaries; • detail the dollar value and percentage of labour that will be staffed by Inuit beneficiaries; • provide the description, hours and duration of the work to be carried out for each position proposed to be filled by Inuit beneficiaries; • detail the opportunity for skills development; • experience to be gained; • explain the sustainability of the jobs; and the human resource strategies for Inuit recruitment, retention, succession planning and staff management. • Provide the list of position titles linked to the job descriptions for Supervisors or Managers as provided in the Inuit Employment Plan along with the dollar value and percentage IB that each position will contribute <p>Score Calculations for Inuit Labour – Supporting Documentation. Bidders will be scored on a 0-4 rating guide. Points will be awarded as follows:</p> <p>0 – receives 0% of the possible maximum of 20 points 1 – receives 0% of the possible maximum of 20 points 2 – receives 25% of the possible maximum of 20 points 3 – receives 75% of the possible maximum of 20 points 4 – receives 100% of the maximum of 20 points</p> <p>0 Bidder's Supporting Documentation submitted was not relevant to the criteria or failed to submit a response. 1 Bidder's Supporting Documentation demonstrates some understanding of the criteria. Proposed approach has weaknesses and is not likely to meet the requirements. 2 Bidder's Supporting Documentation demonstrates adequate understanding of the criteria. Proposed approach has minor weaknesses and is likely to meet most of the requirements. 3 Bidder's Supporting Documentation demonstrates a very good understanding of the criteria. Proposed approach has no significant weaknesses and is likely to meet all of the requirements. 4 Bidder's Supporting Documentation demonstrates full understanding of the criteria. Proposed approach has no apparent weaknesses and is likely to yield excellent results.</p> <p>Example: 25 / 100 = 25% X 20 = 5 awarded points out of a maximum of 20 points 75 / 100 = 75% x 20 = 15 awarded points out of a maximum of 20 points 100 / 100 = 100% x 20 = 20 maximum points</p>	<p>Total Maximum Points Available for the Employment of Inuit Labour</p> <p>/50</p>
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2.2	<p><u>Inuit ownership (of Bidder or sub-contractor/suppliers):</u></p> <p>If Bidder or sub-contractors that are an Inuit firm/Inuit owned Company that are registered on the Nunavut Inuit Firm Registry Database http://inuitfirm.tunnjavik.com; the Inuvialuit Business List: https://www.irc.inuvialuit.com/business/inuvialuit-business-list-ibl and the Nunatsiavut Business Directory - https://business.nunatsiavut.com/business-directory/.</p> <p>This criteria is worth 10% of the overall bid evaluation points available.</p>	
2.2.1	<p><u>Inuit Ownership Commitment:</u></p> <p>Bidder will be evaluated on their firm commitment to maximize Inuit firms/Inuit owned Companies for Work under the Contract, to achieve MIBR-1 and MIBR-3 listed in Annex D.</p> <p>Points will be awarded to the Bidder based on a percentage of the total points available:</p> <p>(c) / (a) X 100 = % X available points = awarded points</p> <p>Example: Value of Contract: ((a) must equal (b) + (c)) \$ 100,000(a) Value of Prime Contractor (includes value of Subcontractor not on the Firm Registries) \$ 65,000(b) Value of Subcontractors on the Firm Registries \$ 35,000 (c) \$35,000 / \$100,000 X 100 = 35% X 45 = 14 awarded points out of the maximum of 40</p> <p>If the Bidder (Prime-Contractor) is an Inuit firm/Inuit owned Company, subcontracting Costs qualify as Inuit firm/Inuit owned Company, or if a joint venture, then the amount proportional to the amount of Work being performed by the Inuit firm/Inuit owned Company (minus the labour provided for in the Employment plan MIBRs 2 and 4) shall be included.</p> <p>NOTE: The commitment must exclude Work performed on Task Authorizations, all activities carried out using ITDP funds provided by Canada, profits and taxes.</p>	/40
2.2.2	<p><u>Inuit Ownership (of Bidder or Inuit firm/Inuit owned Company Subcontractors) – Supporting Documentation</u></p>	/10

Bidder should fully explain and demonstrate within the Inuit firm/Inuit owned Company Subcontracting Plan and within the completed Transaction Tables at Appendix 2, Section C below, how it will meet the Inuit firm/Inuit owned Company Subcontractor percentages over and above the percentages used to meet MIBR-1 and MIBR-3 listed at Annex D.

Inuit firm/Inuit owned Company Subcontractor must be the company to perform the Work/provide the goods.

Bidder should fully explain within the Mandatory Inuit firm/Inuit owned Company Subcontract Plan, and demonstrate within the completed Transaction Tables at Appendix 2, Section C below, the percentages used to meet the MIBRs and the percentages eligible for this rated evaluation criteria. Simply indicating a “%” commitment is not sufficient to achieve points.

In order to be awarded points the Inuit firm/Inuit owned Company Subcontractor plan should:

- provide commitments to hire Subcontractors on the Nunavut Inuit Firm Registry for Work being performed in the Nunavut Settlement Region; Inuvialuit Business List for Work being performed in the Inuvialuit Settlement Region; and Nunatsiavut Business Directory for Work being performed in the Nunatsiavut Settlement Region.
- if the Bidder is proposing to use an Inuit firm/Inuit owned Company Subcontractor from one Settlement Region to conduct Work in another Settlement Region, a detailed explanation must be provided to explain why this is being proposed;
- describe the Work that will be carried out by each Inuit firm/Inuit owned Company Subcontractor;
- detail how business with Inuit firms will be managed, from developing sources of supply to administration;
- detail any development of new sources of supply, or new capabilities.
- Identify and list the Work intended to be carried out by the Inuit firms/Inuit owned Companies, (including the non-Inuit subcontractors), by dollar value and the percentage.

Score Calculations for Inuit firm/IOC Subcontractor Plan – Supporting Documentation. Bidders will be points as follows:

- 0 – receives 0% of the possible maximum of 10 points
- 1 – receives 0% of the possible maximum of 10 points
- 2 – receives 25% of the possible maximum 10 points
- 3 – receives 75% of the possible maximum 10 points
- 4 – receives 100% of the maximum 10 points

- 0 Bidder's Supporting Documentation submitted was not relevant to the criteria or failed to submit a response.
- 1 Bidder's Supporting Documentation demonstrates some understanding of the criteria. Proposed approach has weaknesses and is not likely to meet the requirements.

	<p>2 Bidder's Supporting Documentation demonstrates adequate understanding of the criteria. Proposed approach has minor weaknesses and is likely to meet most of the requirements.</p> <p>3 Bidder's Supporting Documentation demonstrates a very good understanding of the criteria. Proposed approach has no significant weaknesses and is likely to meet all of the requirements.</p> <p>4 Bidder's Supporting Documentation demonstrates full understanding of the criteria. Proposed approach has no apparent weaknesses and is likely to yield excellent results.</p> <p>Example:</p> <p>25 / 100 = 25% X 10 = 2.5 awarded points out of the maximum of 10</p> <p>75 / 100 = 75% x 10 = 7.5 awarded points out of the maximum of 10</p> <p>100 / 100 = 100% x 10 = 10 maximum points</p>									
2.2.3	Total Maximum Points Available for Inuit ownership (Bidder or sub-contractor)	/50								
2.3	<p>Offices located in the Nunavut, Inuvialuit and Nunatsiavut Settlement Area: Having head offices, staffed administrative offices or other facilities within the area of the Inuvialuit Settlement Area, the Nunavut Settlement Area and the Nunatsiavut Settlement Area.</p> <p>This criteria is worth 5% of the overall bid evaluation points available.</p>									
2.3.1	<p>Location of business in the Nunavut Settlement Area (NSA) the Inuvialuit Settlement Area (ISA) and the Nunatsiavut Settlement Area: Bidders are requested to demonstrate the existence of the Bidders and/or Subcontractors head offices, staffed administrative offices or other staffed facilities in the Inuvialuit Settlement Area, the Nunavut Settlement Area and the Nunatsiavut Settlement Area performing Work under the Contract.</p> <p>A maximum of 25 points will be assigned for this criteria. Points will be awarded to the Bidder as follows:</p> <table border="1" data-bbox="1096 378 1339 1764"> <tr> <td>Bidder - Staffed Head Offices – 51-100% Inuit Ownership- Nunavut Settlement Area</td> <td>(10 pts)</td> </tr> <tr> <td>Bidder - Staffed Head Offices – 51-100% Inuit Ownership- Inuvialuit Settlement Area</td> <td>(6 pts)</td> </tr> <tr> <td>Bidder – Staffed Head Offices – 51-100% Inuit Ownership – Nunatsiavut Settlement Area</td> <td>(4 pts)</td> </tr> <tr> <td>Sub-Contractors Staffed Head Offices – 51-100% Inuit Ownership Nunavut/ Area/Inuvialuit/Nunatsiavut Settlement Area</td> <td>(.50 pts per Inuit Firm/IOC Sub-contractor to a maximum of 5 points)</td> </tr> </table>	Bidder - Staffed Head Offices – 51-100% Inuit Ownership- Nunavut Settlement Area	(10 pts)	Bidder - Staffed Head Offices – 51-100% Inuit Ownership- Inuvialuit Settlement Area	(6 pts)	Bidder – Staffed Head Offices – 51-100% Inuit Ownership – Nunatsiavut Settlement Area	(4 pts)	Sub-Contractors Staffed Head Offices – 51-100% Inuit Ownership Nunavut/ Area/Inuvialuit/Nunatsiavut Settlement Area	(.50 pts per Inuit Firm/IOC Sub-contractor to a maximum of 5 points)	/25
Bidder - Staffed Head Offices – 51-100% Inuit Ownership- Nunavut Settlement Area	(10 pts)									
Bidder - Staffed Head Offices – 51-100% Inuit Ownership- Inuvialuit Settlement Area	(6 pts)									
Bidder – Staffed Head Offices – 51-100% Inuit Ownership – Nunatsiavut Settlement Area	(4 pts)									
Sub-Contractors Staffed Head Offices – 51-100% Inuit Ownership Nunavut/ Area/Inuvialuit/Nunatsiavut Settlement Area	(.50 pts per Inuit Firm/IOC Sub-contractor to a maximum of 5 points)									

	<p>Offices located in the Inuvialuit, Nunavut and Nunatsiavut Settlement Areas: - Supporting Documentation</p> <p>Bidders should provide details regarding the locations submitted. Information should include:</p> <ul style="list-style-type: none"> • The name (Bidder, if Inuit owned) or Inuit firm/Inuit Owned Subcontractor; • The address (Bidder, if Inuit owned), or Inuit firm/Inuit Owned Subcontractor office or facility. Include street address, city, province/territory, postal code. • proof of Inuit Ownership; • describe the nature of the Inuit firm's presence in the settlement regions; and • The number of years the Inuit firm has been in the identified locations in the settlement region. • A description of the Work that will be carried out by the Bidder, if Inuit owned or each Inuit firm/Inuit owned Company subcontractor. 	
2.3.2	Total Maximum Points Available for Office located in the Settlement Area	/25
2.4	<u>Inuit Training and Development Program - Experience</u>	
2.4.1	<p>This criteria is worth 10% of the overall bid evaluation points available.</p> <p>Experience: Indicate how the example Project provided in Section 1.3.1 above are comparable to the requirements in Annex D (size, scope, value, complexity and provide sufficient detail that demonstrates the positive outcomes achieved with respect to delivery of on-the-job training, apprenticeship programs, pre-professional programs; college programs; and in-house training for Inuit Beneficiaries. "Training and Apprenticeship" is considered delivered when the receiving individuals have acquired certifiable work skills. Simply indicating a "%" is not sufficient to demonstrate success in the overall effectiveness and positive outcomes of the program (skills gained, job performance and business results in terms of retaining Inuit who have completed the training)).</p> <p><u>ITDP –Experience/Positive Outcomes. Points will be awarded as follows :</u></p> <p>Receives 0% of the possible maximum of 25 points – The experience/requirement(s) were not comparable to the requirements identified in Annex D. The size, value, scope, role and complexity are less than the requirement. Failed to demonstrate positive outcomes (number of trainees in program, number of trainees who completed program and number of trainees who obtained work placement within the organization).</p> <p>Receives 25% of the possible maximum of 25 points - The experience/requirement(s) submitted were somewhat comparable to the requirements identified in Annex D. Somewhat comparable is defined as a minimum of two</p>	/25

	<p>characteristic (size, scope, role, value and complexity) and the training is at least the same as the requirement. The response demonstrated some positive elements (number of trainees in program, >25% number of trainees who completed program).</p> <p>Receives 75% of the possible maximum of 25 points. The experience/requirements submitted were comparable to the requirement identified in Annex D. Comparable is defined as all of the characteristics (size, scope, role, value and complexity) being the same as the requirement. Response is completely relevant. The response is comprehensive, unambiguous and demonstrates experience, knowledge or skills/capacity/capability relevant to providing similar services to similar clients and demonstrated positive outcomes (number of trainees in program, >50% success in trainees who completed the program, and >50% job placements within the Company's organization).</p> <p>Receives 100% of the possible maximum of 25 points. The experience/requirements submitted were comparable to the requirement identified in Annex D. Comparable is defined as all of the characteristics (size, scope, role, value and complexity) being the same as the requirement. Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates thorough experience, knowledge or skills/capacity/capability relevant to providing similar services to similar clients and demonstrated excellent positive outcomes (number of trainees in program, high success (>75%) in trainees who completed the program, and high job placements (>75%) within the Company's organization).</p> <p>Points will be awarded on a percentage of the total points available.</p> <p>Example:</p> <p>25 / 100 = 25% X 25 = 6.25 awarded points 50/100 = 50% X 25 = 12.5 awarded points 75/100 = 75% x 25 = 18.75 awarded points 100 / 100 = 100% x 25 = 25 awarded points</p>	
2.4.2	<p>Inuit Training and Development Program (MIBR-5). The ITDP submitted under item 1.3.2 above will be evaluated based on the degree to which it demonstrates the Bidder's understanding of and compliance with the requirements of Annex D :</p> <p>The following are what a bidder should provide to demonstrate their commitments:</p> <ul style="list-style-type: none"> • details on the dedicated resources the Bidder will assign to implement and deliver an effective ITDP Program (Section 1.14.6.2 of the SOW). • details on the type of training being offered and how it is relevant to positions across the NWS; 	/25

	<ul style="list-style-type: none"> • total number of Inuit training hours proposed per trainee, broken down by on-the-job training, apprenticeship programs, pre-professional programs; college programs; and in-house training skills development ; pre-requisites, abilities, aptitude and desire to succeed, duration of training; estimated cost of the training per trainee; • the number of Inuit to be trained • how the Inuit will be managed and the capacity of the Bidder's staff to supervise, monitor, support and coordinate trainees; (tutoring/internal peer mentorship initiatives) • details of relationships the Bidder might have with educational institutions/organizations; • Sponsorships/Partnerships initiatives; • the skills the training will develop, Inuit Beneficiary education development initiative, strategies and commitments for retaining Inuit who have completed training. <p>Calculations for ITDP Bidders will be awarded points as follows:</p> <ol style="list-style-type: none"> 1 – receives 0% of the awarded points out of the maximum of 25 2 – receives 50% of the awarded points out of the maximum of 25 3 – receives 75% of the awarded points out of the maximum of 25 4 – receives 100% of the awarded points out of the maximum of 25 <ol style="list-style-type: none"> 1 Demonstrates some understanding of criterion. Proposed approach has weaknesses and is not likely to meet the requirements. 2 Demonstrates adequate understanding of criterion. Proposed approach has minor weaknesses and is likely to meet most of the requirements. 3 Demonstrates a very good understanding of criterion. Proposed approach has no significant weaknesses and is likely to meet all of the requirements. 4 Demonstrates expert understanding of criterion. Proposed approach has no apparent weaknesses and is likely to yield excellent results. <p>50/100 = 50% X 25 = 12.5 awarded points 75/100 = 75% x 25 = 18.75 awarded points 100 / 100 = 100% x 25 = 25 awarded points</p>		
2.4.3	Total Maximum Points Available for Inuit Training and Skills Development		/50
3.0	TOTAL MAXIMUM POINTS AVAILABLE		/175

Solicitation No. - N° de l'invitation
W8485-157352/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
005NX

Client Ref. No. - N° de réf. du client
W8485-157352

File No. - N° du dossier
005NX.W8485-157352

CCC No./N° CCC - FMS No./N° VME

APPENDIX 2, Section C to Part 4: Mandatory Inuit Benefit Requirements (MIBRs) TRANSACTION TABLES:

Transaction Table		
Instruction to Bidders: The Bidder must prepare a SUMMARY Transaction Table in this format with the required information as shown herein, for the MIBRs as specified below, broken down per CLCA settlement region, expressed as dollars and percentages for each year of the Contract. The information and numbers in this Transition Table must align with the information provided in the other Transaction Tables following.		
Benefit	Contract Year IB Commitment	Contract Year IB % Commitment
Summary of Firm Commitments (Dollars/%s) : Totals (a) + (b) + (c)	\$	%
MIBR-1		
(a) Inuit Employment:		
Nunavut Settlement Region	\$0.00	%
Inuvialuit Settlement Region	\$0.00	%
Labrador (Nunatsiavut) Settlement Region	\$0.00	%
TOTAL for (a) Inuit Employment:	\$0.00	%
MIBR-2&4		
(b) Inuit firms/Inuit owned Company Subcontractors:		
Nunavut Settlement Region	\$0.00	%
Inuvialuit Settlement Region	\$0.00	%
Labrador (Nunatsiavut) Settlement Region	\$0.00	%
TOTALS for (b) IF/IOC Subcontractors:	\$0.00	%
(c) Other Proposed Criteria:		
Nunavut Settlement Region	\$0.00	%
Inuvialuit Settlement Region	\$0.00	%
Labrador (Nunatsiavut) Settlement Region	\$0.00	%
TOTALS for (c) Other:	\$0.00	%

INUIT BENEFITS PLAN CERTIFICATION:

PRINT NAME: _____

SIGNATURE: _____

DATE: _____

The Bidder certifies the Inuit Benefit commitments for the Mandatory Inuit Benefits submitted with its bid are accurate and complete and the Bidder will ensure it performs the Contract in order to meet or exceed these Inuit Benefit commitments.

Solicitation No. - N° de l'invitation
W8485-157352/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
005NX

Client Ref. No. - N° de réf. du client
W8485-157352

File No. - N° du dossier
005NX.W8485-157352

CCC No./N° CCC - FMS No./N° VME

MIBR-3 Transaction Table

Instructions to Bidders for completing MIBR-3 Transaction Table: Provide the summary of the Bidders firm commitment to use Inuit firms/Inuit owned Company Subcontractors to perform the Work under the Contract expressed as dollars and percentages. The Bidder must provide a description for the scope of services that will be performed and must provide a clear link to the paragraph line item of the SOW referencing the service(s). The summary percentage will be calculated by the summation of all Inuit firm/Inuit Own Company Subcontractors (if the Bidder is a joint venture and is an Inuit firm/Inuit owned Company include the amount proportional to the amount of Work being performed by the Inuit firm/Inuit owned Company (minus the labour provided for in the Employment plan) divided by all non-Inuit firm/IOC as provided in the List below. The costing and pricing details must align with the Costing and Pricing details in the Financial Evaluation spreadsheets provided at Appendix 3 to Part 4.

Work Location	Name of Bidder or IF/IOC Subcontractor	Description of work to be performed under SOW, include SOW Section.	Total Dollar Amount (\$)	IFR ID
Nunavut Settlement Region	Name			
	Expand as necessary			
	Expand as necessary			
Inuvialuit Settlement Region	Name			
	Expand as necessary			
	Expand as necessary			
Labrador Settlement Region	Name			
	Expand as necessary			
	Expand as necessary			
	Expand as necessary			
	Expand as necessary			
	Expand as necessary			
TOTAL FIRM FIXED PRICE (includes non IF/IOC Subcontractors) (Excludes Bidder's Profits): (a)			\$	
TOTAL Inuit firm/IOC SUBCONTRACTORS (Excludes Bidder's Profits): (b)			\$	
PERCENTAGE: (b)/(a)			%	

Solicitation No. - N° de l'invitation
W8485-157352/C

Amd. No. - N° de la modif.
005NX

Buyer ID - Id de l'acheteur
005NX

Client Ref. No. - N° de réf. du client
W8485-157352

File No. - N° du dossier
005NX.W8485-157352

CCC No./N° CCC - FMS No./N° VME

MIBR-2 and MIBR-4 Transaction Table

Instructions to Bidders for completing MIBR-2 and MIBR-4 Transaction Table: Provide the summary for the Bidders commitment of Inuit Employment as detailed in the Inuit Employment Plan expressed as dollars and percentages for total labour. The summary percentages will be calculated by the summation of all Inuit labour (minus the labour provided for in the IF/OC MIBR 3 plan calculations and profits) divided by all non-Inuit labour (including all sub-contracted labour) as provided in the **Labour List** below. MIBR-4 - Supervisory or Management Positions must clearly be identified in the Labour List. The labour costing and pricing details must align with the Costing and Pricing details in the Financial Evaluation spreadsheets provided at Appendix 3 to Part 4.

Work Location	Position/ Job Title	Total Hours	Non Inuit Labour (including subcontracted labour)	Inuit Labour	Land Claim Region (Registry Group)	Beneficiary Number	Emp't Benefits	Total Labour	MIBR-4
CMO- Ottawa	Position		\$	\$			%	\$	
	Expand as necessary								
North Bay - Ontario	Position								
	Expand as necessary								
System Control Centre	Position								
	Expand as necessary								
SCC Monitoring	Position								
	Expand as necessary								
LSS Inuvik	Position								
	Expand as necessary								
LSS Iqaluit	Position								
	Expand as necessary								
LSS Cambridge Bay	Position								
	Expand as necessary								
LSS Hall Beach	Position								
	Expand as necessary								
LSS Goose Bay	Position								
	Expand as necessary								
Total Inuit Labour									\$
Total Non-Inuit Labour									\$
Percentage									%

Solicitation No. - N° de l'invitation
W8485-157352/C

Amd. No. - N° de la modif.

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Client Ref. No. - N° de réf. du client
W8485-157352

File No. - N° du dossier
005NX.W8485-157352

CCC No./N° CCC - FMS No./N° VME

Appendix 3 to Part 4 – Financial Bid Evaluation (separate excel Spreadsheets)

PROVIDED UNDER SEPARATE COVER

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide all of the required certifications (including the Inuit Benefits Plan Certification in the Summary Transaction Table in Appendix 2, Section C to Part 4: Mandatory Inuit Benefit Requirement (MIBRs) Transaction Tables) and additional information as required in this solicitation to be awarded a Contract.

All 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 (including the Inuit Benefits Plan Certification in the Summary Transaction Table in Appendix 2, Section C to Part 4: Mandatory Inuit Benefit Requirement (MIBRs) Transaction Tables) 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.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid.. 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 Canadian Content Certification

This procurement is conditionally limited to Canadian Services.

Subject to the evaluation procedures contained in the bid solicitation, Bidders acknowledge that only bids with a certification that the services offered are Canadian services, as defined

in SACC Manual clause A3050T, will be considered first as per the process contained in Part 4 if this bid solicitation.

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

The Bidder certifies that:

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

5.2.2.1 SACC Manual clause A3050T (2020-07-01) Canadian Content Definition.

5.2.3 Federal Contractors Program for Employment Equity - Bid Certification

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

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

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

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before Contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed Appendix 1 to Part 5 titled Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.4 Additional Certifications Precedent to Contract Award

5.2.4.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a Contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her

services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.4.2 Education and Experience

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

5.2.4.3 Gender Based Analysis Plus Requirements

The Bidder must ensure that the following Key Contractor Personnel consisting of the:

- Program Manager
- Inuit Benefits Manager
- Sustainment Manager
- Operations Manager
- Logistics Manager
- Occupational Health and Safety Officer
- Environmental Officer
- Quality Systems and Risk Manager
- Chief Security Officer
- NWS Business Planner
- Fire Services Officer
- Mobile Support Equipment Fleet Manager
- Chief Information Officer

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

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

Appendix 1 to Part 5 – 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)

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

1. Before an award of 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;

For Bidders who do not hold a valid organization security clearance as indicated in Part 7 – Resulting Contract Clauses, Canada will sponsor such Bidders to initiate the process to obtain the requisite organization security clearance. This will be done throughout the bidding process in the following manner:

After the bid closing date, for those Bidders who do not hold a valid organization security clearance and require a sponsorship must notify the Contracting Authority (CA) and send the following information:

 1. Bidder's full legal name
 2. Address
 3. Contact person, telephone number and email address

The Contracting Authority will forward this information to the Public Services and Procurement Canada's (PSPC) Contract Security Program for further handling.

All communication at this point with respect to security matters will be between the Bidder and Public Services and Procurement Canada's (PSPC) Contract Security Program, who will notify the Contracting Authority of the progress.

If, at time of Contract award, a Bidder does not have a valid organization security clearance that Bidder will be considered non-compliant and receive no further consideration.
 - (b) the Bidder's and any Subcontractor'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 (including its Subcontractors) who will require access to classified or protected information, assets or sensitive work sites;
2. Canada will not delay the award of any Contract to allow Bidders, its personnel and any Subcontractor to obtain the required clearance.
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 Financial Capability A9033T (2012-07-16)

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.
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 Program A9130T (2019-11-28)

1. As the resulting Contract will require the production of or access to controlled goods that are subject to the [Defence Production Act](#), R.S. 1985, c. D-1, Bidders are advised that within Canada only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: [Controlled Goods Program](#) and registration is carried out as follows:
 - a. When the bid solicitation includes controlled goods information or technology, the Bidder must be registered, exempt or excluded under the CGP before receiving the bid solicitation. Requests for technical data packages or specifications related to controlled goods must be made in writing to the Contracting Authority identified in the bid solicitation and must contain the CGP registration number or written proof of exemption or exclusion of the Bidder and of any other person to whom the Bidder will give access to the controlled goods.

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- b. When the bid solicitation does not include controlled goods information or technology but the resulting Contract requires the production of or access to controlled goods, the successful Bidder and any Subcontractor who will be producing or accessing controlled goods must be registered, exempt or excluded under the CGP before examining, possessing or transferring controlled goods.
 - c. When the successful Bidder and any Subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of Contract award, the successful Bidder and any Subcontractor must, within seven (7) working days from receipt of written notification of Contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the successful Bidder has provided proof, satisfactory to the Contracting Authority that the successful Bidder and any Subcontractor are registered, exempt, or excluded under the CGP.

Failure to provide proof, satisfactory to the Contracting Authority, that the successful Bidder and any Subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the resulting contract except to the extent that Canada is responsible for the failure due to delay in processing the application.

- 2. Bidders are advised that all information on the Application for Registration (or exemption) Form will be verified and errors or inaccuracies may cause significant delays and/or result in denial of registration or exemption.

6.4 Insurance Requirements G1007T (2016-01-28)

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 C

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 this Contract awarded to the Contractor resulting from the bid solicitation.

Definitions: All upper case terms in this Contract are defined in either the section the term appears in, the SOW, or in Annex D (with respect to Inuit Benefits and Mandatory Inuit Benefit Requirements).

7.1 Requirement

- 7.1.1 The Contractor must perform all of the Work as set forth in this Contract and the Statement of Work at Annex "A".
- 7.1.2 The Contractor must achieve the Mandatory Inuit Benefit Requirements for each Contract Year, including any exercised Rolling Wave Extension Period(s), as set forth at Annex "D" and Statement of Work at Annex "A".
- 7.1.3 Task Authorizations (TA). A portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization as set forth at Annex "E". The Work described in the Task Authorization must be in accordance with the scope of the Contract.

7.2 Care, Custody and Control

- 7.2.1 The Contractor will have complete care, custody and control of the Work and must direct and supervise the Work so as to ensure compliance with the Contract. The Contractor will have the overall control of the NWS worksites and will be responsible for co-ordination of all worksite activity and for management of all work sites, health and safety policies, standards, directives, protocols, workers compensation, labour legislation and other requirements specified in the Statement of Work.
- 7.2.2 The Contractor acknowledges and agrees that complete care, custody and control of the NWS will transfer to the Contractor during the Transition-In Period. Following transfer to the Contractor, the Contractor acknowledges and agrees that Canada will not assume nor will be deemed to have care, custody or control at any time of the Work or the NWS work sites.

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions detailed below apply to and form part of this Contract

1031-2 (2012-07-16) Contract Cost Principles
2035 (2020-05-28), General Conditions - Higher Complexity - Services, as amended

7.3.2 Supplemental General Conditions detailed below apply to and form part of this Contract

4001 (2015-04-01) - Hardware Purchase, Lease and Maintenance.
4002 (2010-08-16) - Software Development or Modification Services

4003 (2010-08-16) - Licensed Software
4007 (2010-08-16) - Canada to own Intellectual Property Rights in Foreground Information.

7.3.3 Amendments to General Conditions

7.3.3.1 2035 (2020-05-28), General Conditions – Higher Complexity – Services is amended to add the following paragraph 9 to 2035 05 as follows:

9.0 Warranty:

- 9.1 Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision imposed by law, the Contractor warrants that, for twelve (12) months (or any other period stated in the Contract), the Work will be free from all defects in design, material or workmanship, and will conform to the requirements of the Contract. The warranty period begins on the date of delivery, or if acceptance takes place at a later date, the date of acceptance.
- 9.2 In the event of a defect or non-conformance in any part of the Work during the warranty period, the Contractor, at the request of Canada to do so, must as soon as possible repair, replace or otherwise make good at its own option and expense the part of the Work found to be defective or not in conformance with the requirements of the Contract.
- 9.3 The Work or any part of the Work found to be defective or non-conforming will be returned to the Contractor's plant for replacement, repair or making good. However, when in the opinion of Canada it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.
- 9.4 The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant pursuant to subsection 9.3. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location directed by Canada.
- 9.5 The Contractor must remedy all data and reports pertaining to any correction or replacement under this section, including revisions and updating of all affected data, manuals, publications, software and drawings called for under the Contract, at no cost to Canada.
- 9.6 If the Contractor fails to fulfill any obligation described in this section 9.0 within a reasonable time of receiving a notice, Canada will have the right to remedy or to have remedied the defective or non-conforming Work at the Contractor's expense. If Canada does not wish to correct or replace the defective or non-conforming Work, an equitable reduction will be made by Canada in the Contract Price.
- 9.7 The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. This warranty

applies to any part of the Work repaired, replaced or otherwise made good pursuant to subsection 9.2, for the greater of:

- a. the warranty period remaining, including the extension, or
- b. ninety (90) days or such other period as may be specified for that purpose by agreement between the Parties.

7.3.3.2 2035 (2020-05-28), General Conditions – Higher Complexity – Services Paragraph 1 to 2035 10 is deleted and replaced as follows:

1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:
 - a. is beyond the reasonable control of the Contractor,
 - b. could not reasonably have been foreseen,
 - c. could not reasonably have been prevented by means reasonably available to the Contractor, and
 - d. occurred without the fault or neglect of the Contractor,

will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within 15 working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

Notwithstanding the foregoing definition of "Excusable Delay" the Contractor acknowledges and agrees that it is fully aware that the NWS sites are in the Canadian North. As a result, weather is often a factor affecting the Work. The Contractor acknowledges and agrees that, notwithstanding the Excusable Delay provisions above, the Contractor will initiate work around plans to manage and perform the Work under the Statement of Work and this Contract. Canada will not be responsible for any Costs incurred by the Contractor or any of its Subcontractors or agents as a result of delays due to weather other than those Costs incurred while performing a Task Authorization and under those limited conditions (as per Annex B3.9).

7.3.3.3 Section 7.20 of this Contract titled Limitation of Liability replaces the section 24 of the General Conditions – Higher Complexity – Services entitled "Liability";

7.4 Security Requirements

- 7.4.1 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, issued by the Contract Security Program (CSP), 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).

- 7.4.2 This Contract includes access to **Controlled Goods**. Prior to access, the Contractor must be registered in the Controlled Goods Program of Public Works and Government Services Canada (PWGSC).
- 7.4.3 The Contractor personnel requiring access to sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
- 7.4.4 The Contractor personnel requiring access to CLASSIFIED/PROTECTED information, assets or sensitive site(s) **must be citizens of Canada, or citizens of the United States of America and** must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by the CSP, PWGSC.
- 7.4.5 The Contractor personnel requiring access to Foreign CLASSIFIED information, assets or sensitive site(s) **must be citizens of Canada, or citizens of the United States of America and** must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by the CSP, PWGSC.
- 7.4.6 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.
- 7.4.7 The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store any sensitive CLASSIFIED/PROTECTED information until the CSP, PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of SECRET.
- 7.4.8 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
- 7.4.9 The Contractor must submit the completed FOCI package including the associated documentation as prescribed in the FOCI Guidelines and Questionnaire by the due date identified in the email sent by the FOCI office.
- 7.4.10 Before accessing any Foreign Government, or COMSEC, information and/or assets, the Contractor must be in possession of a determination letter, specific to this Contract which will expire at the end of this Contract or any Contract extensions, from the FOCI Office identifying the results of the FOCI assessment.
- 7.4.11 If the "Under FOCI with Mitigation Measures" determination letter requires mitigation measures to be implemented, these measures must be implemented and approved by the FOCI Office prior to the Contractor or their personnel access Foreign Government, or COMSEC, information and/or assets. The mitigation measures must remain implemented throughout the duration of the contract, including any contract extension(s) if applicable.
- 7.4.12 The CSP retains the right to suspend the Contractor's organizational clearance if the winning bidder/contractor becomes subject to an "Under FOCI with Mitigation Measures" determination and chooses not to implement the required mitigation measures.

- 7.4.13 The Contractor must maintain their FOCI determination of "Not under FOCI", or "Under FOCI with Mitigation Measures" status throughout the duration of the contract, including any contract extension(s) if applicable.
- 7.4.14. The Contractor must immediately provide the FOCI Office with documentation pertaining to any changes to the organization's corporate and or ownership structure as well as any increase in foreign income or foreign debt from what was reported to the FOCI Office for the initial FOCI assessment. The winning bidder/contractor will be subject to a FOCI re-assessment based on this new information to re-determine the FOCI status of the winning bidder/contractor.
- 7.4.15 An "Under FOCI" determination letter with no possible mitigation measures will result in the Contractor not being able to obtain the necessary security clearances, to obtain and or maintain a Facility Security Clearance (FSC) and personnel clearances with the CSP, and consequently not meeting the security requirements of the contract.
- 7.4.16 The Contractor must comply with the provisions of the:
- (a) Security Requirements Check List and security guide (if applicable), attached at Annex "G";
 - (b) *Contract Security Manual* (latest edition) and the *IT Security Directive for the Control of COMSEC Material in the Canadian Private Sector* (ITSD-06A).

NOTE: 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.

7.5 Term of Contract

7.5.1 Term of this Contract

- a) The term of the Contract is from date of Contract award to March 31, 2029 inclusive, subject to the term of the Contract being extended after March 31, 2029 by Canada awarding any Rolling Wave Extensions as provided for in Annex F and exercising any of the Transition-Out Option period(s), as provided for in c) below.
- b) The Transition-In Period start date (the date upon which the Contractor must start Transition-In is April 1, 2022. The Transition-In period is the time from April 1, 2022 to 30 September 2022 inclusive. During the Transition-In Period, the Contractor must perform the Work as provided for in Section 19 of the SOW.
- c) The Transition-Out Period start date (the date upon which the Contractor must start Transition-Out) is April 1, 2029 unless Canada awards any of the Rolling Wave Extensions provided for in Annex F. If the Rolling wave extension Period 1 is awarded by Canada (extending the Contract term from 1 April 2029 to 31 March 2031 inclusive), the Transition-Out Period start date is April 1, 2031. If the Rolling wave extension Period 2 is awarded by Canada (extending the Contract term from 1 April 2031 to 31 March 2033 inclusive), the Transition-Out Period start date is April 1, 2033.

Should any further Rolling Wave Period(s) be awarded by Canada, Canada will adjust the Transition-Out Period start date accordingly. During the Transition-Out Period, the Contractor must perform the Work as provided for in Section 20 of the SOW.

7.5.2 Award of Rolling Wave Extensions

The Contractor grants to Canada the irrevocable option to extend the term of this Contract, at Canada's sole discretion, if Canada awards any of the Rolling Wave Extension Period(s) as provided for in Annex F, under the same terms and conditions. The Contractor agrees that for any of the Rolling Wave Extension Period(s) and any of the Transition-Out Period(s), it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada will award any of its Rolling Wave Extension Period(s) at any time by sending a written notice to the Contractor ninety (90) days prior to the date upon which the Rolling Wave Extension would begin. The Rolling Wave Extension Period(s) may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.6 Comprehensive Land Claims Agreements (CLCAs)

This Contract is subject to the following Comprehensive Land Claims Agreements(s):

- the Nunavut Land Claims Agreement
- the Inuvialuit Final Agreement, and
- the Labrador Inuit Land Claims Agreement

The Contract with Task Authorizations is to establish the delivery of the requirement detailed under this Contract, including areas subject to Comprehensive Land Claims Agreements. The following Treasury Board Directive and Agreements will also be taken into account: the Directive on Government Contracts, Including Real Property Leases, in the Nunavut Settlement Area; and the Co-operation Agreement between the Inuvialuit Regional Corporation and the Department of National Defence Concerning the Operation and Maintenance of the North Warning System.

7.7 Authorities

7.7.1 Contracting Authority

For the purposes of this Contract, the Contracting Authority is:

Public Services and Procurement Canada
Defence and Major Projects Sector
North Warning System Office
455 Blvd. de la Carrière
Gatineau, Québec (Sector Hull)
K1A 9K2

Attention: Nancy Morin
Telephone: (819) 873-355-4709
E-mail address: Nancy.Morin@tpsgc-pwgsc.gc.ca

The Contracting Authority (or delegated representative) 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.

7.7.2 Project Authority, Technical Authority and Inspection Authority

For the purposes of this Contract, the Project, Technical and Inspection Authority is:

Department of National Defence
Director Aerospace Equipment Program Management
Radar and Communication System (DAEPM R&CS)
455 Blvd. de la Carrière
Gatineau, Québec (Sector Hull)
K1A 9K2

Attention:
Telephone:

The Project Authority (or delegated representative) 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. The Project Authority is also the Technical and Inspection Authority. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a Contract amendment issued by the Contracting Authority.

7.7.3 Procurement Authority

The Procurement Authority for the Contract is:

Department of National Defence
Director Aerospace Procurement (DAP-7)
Radar and Communications Systems
455 Blvd. de la Carrière
Gatineau, Québec (Sector Hull)
K1A 9K2

Attention:
Telephone:

The Procurement Authority is the representative of the department or agency whom is responsible for Task Authorization (TAs) matters under the Contract. The Procurement Authority is responsible for the implementation of TAs and approval for Government Furnished Equipment 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.

7.7.4 Contractor's Representative

For the purposes of this Contract, the Contractor's Representative is:

Name: _____
Title: _____
Address: _____
Telephone: _____
E-mail address: _____

If the Contractor is a joint venture, it is the responsibility of the parties to the joint venture to keep the other parties informed. Canada assumes no obligation with respect thereto.

7.8 Proactive Disclosure of Contracts with Former Public Servants

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

7.9 Payment

7.9.1 Basis of Payment

In consideration of the provision of all services, equipment and other requirements outlined in the Contract, the Contractor will be paid in accordance with the Basis of Payment, Annex B.

7.9.2 Profit in the Case of a Contract Amendment

The Contractor acknowledges and agrees that the overheads and profit included in the price of any Work added to the Contract by amendment will not exceed the percentages detailed in the Basis of Payment at Annex B for which the Contractor is entitled to invoice for the Work.

7.9.3 Method of Payment

(a) For the Transition-In Period:

The Contractor will be paid in accordance with the ceiling price indicated in the Basis of Payment at Annex B.

1. Canada will make Progress Payments in accordance with the payment provisions of the Contract, no more than once a month, for Costs incurred by the Contractor in the performance of the Work, up to 100 percent of the amount claimed and approved by Canada if:
 - a. an accurate and complete claim for payment using form attached as Annex J, Claim for Progress Payment, and any other document required by the Contract have been submitted by the Contractor in accordance with the invoicing instructions provided in this Contract;
 - b. the amount claimed is in accordance with the Basis of Payment;

- c. the total amount for all Progress Payments paid by Canada does not exceed 100 percent of the total amount to be paid under this Contract;
- d. all certificates appearing on the claim have been signed by the respective authorized representatives and Canada has accepted that Work to that date...

(b) For the Operation and Maintenance and the Transition-Out Period:

The Contractor will be paid on a monthly basis for Work delivered in accordance with the Basis of Payment, Annex B. The Contractor will be paid no more than once a month, up to 95 percent of the amount claimed and approved by Canada if:

- a) An accurate and complete claim for payment using Progress Payment for at Annex J, Claim for Progress Payment, and any other document required by the Contract have been submitted by the Contractor in accordance with the invoicing instructions provided in this Contract;
- b) The amount claimed is in accordance with the Basis of Payment;
- c) The total amount for all monthly Progress Payments paid by Canada does not exceed 95 percent of the total monthly amounts to be paid under the Contract;
- d) All certificates appearing on the claim have been signed by the respective authorized representatives.
- e) The balance of the annual amount payable will be paid upon completion and delivery of all Work required under the Contract during that Year, if the Work has been accepted by Canada and a final claim for the payment is submitted.

(c) For Task Authorizations:

Task Authorizations shall be paid by Canada under one of the following methods as agreed to in the Task Authorization.

Firm or ceiling prices, subject to downward adjustment negotiated by the Procurement Authority, and/or the Contracting Authority, as applicable prior to the Work being authorized, subject to a limitation of expenditure, Costs reasonably and properly incurred, as determined by government audit in accordance with the firm hourly rates, overhead and profits detailed in the Basis of Payment, Annex B.

Progress payments, Milestone payments or a combination of one or more will be negotiated by the Procurement and/or Contracting Authority prior to issuance of the task and, as applicable, will be incorporated into each Task Authorization, if any.

For Progress Payments or Milestones Payments:

1. Canada will make Progress Payments in accordance with the payment provisions of the Contract, no more than once a month, for Costs incurred in the performance of the Work or Milestone payments in accordance with the negotiated Schedule of Milestones for the Task Authorization in accordance with the Payment Provisions of the Contract, up to 95 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 has been submitted by the Contractor, including the Monthly Progress Report in accordance with the invoicing instructions provided in the Contract;
 - b. the total amount for all progress or milestone Payments paid by Canada does not exceed 95 percent of the total amount to be paid under the Contract;
 - c. all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
 - d. all Work associated with the progress or milestone Payment and as applicable any deliverable(s) required have been completed and accepted by Canada.
2. The balance of the amount payable for each Task Authorization will be paid upon completion and delivery of all Work required under the Task Authorization if the Work has been accepted by Canada and a final claim for the payment is submitted.
 3. Progress/Milestone 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/Milestone payments or otherwise must be refunded promptly to Canada.

(d) Inuit Training and Development Program:

1. Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to 100 percent of the amount claimed and approved by Canada if:
 - a. an accurate and complete claim for payment using form attached as Annex J, Claim for Progress Payment, and any other document required by the Contract have been submitted by the Contractor in accordance with the invoicing instructions provided in this Contract;
 - b. the amount claimed is in accordance with the Basis of Payment;
 - c. the total amount for all progress payments paid by Canada does not exceed 100 percent of the total amount to be paid under this Contract; all certificates appearing on the claim have been signed by the respective authorized representatives.
2. 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.

(e) Performance Management Framework (PmF)

The PmF if any, are payable after the end of the performance period to which the payment relates, and will be paid 30 days after the Performance Management Review Board record of decision if:

- a. an accurate and complete claim for payment using form attached as Annex J, Claim for Progress Payment, and any other document required by the Contract has been submitted in accordance with the invoicing instructions provided in the Contract;
- b. the amount claimed is in accordance with the amount to be awarded in accordance with the Performance Management Review Board decision;
- c. all certificates appearing on the claim have been signed by the respective authorized representatives.

7.10 Invoicing Instructions

- 7.10.1 The Contractor must submit a claim for payment using form Progress Payment Form at Annex J, Claim for Progress Payment.

Each claim must show:

- a. all information required on form Progress Payment Form at Annex J;
- b. all applicable information detailed under the section entitled "Invoice Submission" of the General Conditions;
- c. a list of all expenses; and
- d. expenditures plus pro-rated profit or fee;

Each claim must be supported by the following, as applicable:

- 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, as applicable, as follows:
 - i. For Task Authorizations, each claim must also provide:
 - a) a summary of the progress made by the Contractor against the approved Work;
 - b) the number of approved labour hours, by skill set, put against each phase of the project ,
 - c) a breakdown of the number of hours, by skill set, being claimed and
 - d) any other pertinent information required to substantiate the progress of the Work.
 - ii. For the Inuit Training and Development Program each claim by the Contractor must provide:
 - a) a summary of the progress made against each approved individual training plan;
 - b) a breakdown of the number of approved training hours, by trainee,
 - c) a breakdown of the number of hours, by trainee, being claimed,
 - d) a breakdown of classroom and on-the-job training hours including specific courses completed, by trainee, and

- e) any other pertinent information required to enable Canada to evaluate the progress of the Work.

7.10.2 Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied, if applicable. 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.

7.10.3 The Contractor must prepare and certify one original and one (1) copy of the claim on form Progress Payment Form at Annex J, and forward it to the Project Authority identified under the section entitled "Authorities" of this Contract for appropriate certification after inspection and acceptance of the Work takes place. The Project Authority will then forward the information on to all relevant parties for appropriate signature(s) and onward submission to the Payment Office for the remaining certification and payment action.

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

7.11 Expenditure Limitation – Contract

7.11.1 Firm Price Elements (\$TBD)

No increase in the liability of Canada or in the price of Work specified as "Firm Price/Firm monthly price in the Basis of Payment, resulting from any design changes, modifications or interpretations of specifications, made by the Contractor, will be authorized or paid to the Contractor unless such changes, modifications or interpretations, have been approved, in writing, by the Contracting Authority, prior to their incorporation into the Work. The Contractor is obliged to complete the Work required under the Contract within the Firm Fixed Price specified in the Basis of Payment unless an increase is authorized by the Contracting Authority.

7.11.2 Limitation of Expenditure for the Estimated Overall Cost for all Task Authorizations:

Canada's total liability to the Contractor under the Contract must not exceed \$XXXXX (to be entered at Contract award) and \$XXXXX annually, Customs duties are included and Applicable Taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. 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.

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.

7.11.3 Performance Management Framework Plan (\$to be filled in at Contract Award)

Canada's liability under this Contract for PfMP as detailed in the Basis of Payment, Annex B, will be limited to the amount approved by the Performance Management Review Board but must not exceed in each Contract Year, 2% of the Firm Fixed Price, applicable sales tax extra.

7.12 Electronic Payment of Invoices – Contract

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

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

7.13 Discretionary Audit

C0100C (2010-01-11), Discretionary Audit - Commercial Goods and/or Services, apply to and form part of the Contract.

7.14 Time Verification

C0710C (2007-11-30), Time and Contract Price Verification, applies to and forms part of this Contract

C0711C (2008-05-12), Time Verification, applies to and forms part of this Contract.

7.15 Certifications and Additional Information

7.15.1 Compliance

The Contractor must continually comply during the Term of this Contract with the certifications provided by the Contractor in its bid or precedent to Contract award, and the ongoing cooperation by the Contractor in providing additional information is a condition of this Contract. Failure by the Contractor to comply or to provide additional information as requested by Canada will constitute a default by the Contractor under this Contract. . Certifications are subject to verification by Canada during the entire period of this Contract.

7.15.2 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 this Contract.

7.15.3 A3060C (2008-05-12), Canadian Content Certification, applies to and forms part of this Contract.

7.16 Applicable Laws

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

7.17 Priority of Documents

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

- (a) Articles of Agreement;
- (b) the Supplemental General Conditions, 4001 (2015-04-01) - Hardware Purchase, Lease and Maintenance.
- (c) the Supplemental General Conditions 4007 (2010-08-16) - Canada to Own Intellectual Property in foreground Information;
- (d) the Supplemental General Conditions 4002 (2010-08-16) Software Development or Modification Services;
- (e) the Supplemental General Conditions 4003 (2010-08-16) Licensed Software;
- (f) the General Conditions 2035 (2020-05-28) Higher Complexity Services;
- (g) Annex A, Statement of Work;
- (h) Annex D Inuit Benefit Requirements;
- (i) Annex B, Basis of Payment;
- (j) Annex G, Security Requirements Check List;
- (k) Annex C, Insurance Requirements;
- (l) Annex E, Task Authorizations;
- (m) Annex F, Performance Management Framework;
- (n) Annex I, Management Value Program;
- (o) Annex H, DND 626 Task Authorization Form
- (p) Annex J, Progress Claim Form
- (q) The Contractor's Bid/Proposal dated _____

7.18 Defence Contract

This Contract is a defence contract within the meaning of the Defence Production Act, R.S.C. 1985, c. D-1, and must be governed accordingly.

Title to the Work or to any materials, parts, Work-in-progress or finished Work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the Defence Production Act.

7.19 Insurance Requirements

7.19.1 The Contractor must comply with the Insurance Requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of this

Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under this Contract.

- 7.19.2 The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligations 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.
- 7.19.3 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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance documents and policies.

7.20 Limitation of Liability

- 7.20.1 This Section applies despite any other provision of the Contract and replaces the section of the General Conditions- Higher Complexity – Services 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.
- 7.20.2 The Contractor agrees to be liable for and to pay to Canada the amount of all of Canada's losses, liabilities, damages, Costs and expenses (Claim) caused by the Contractor's performance of, or failure to perform this Contract 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 this Contract is limited to \$75,000,000. This limitation of the Contractor's liability does not apply to:
- a. any infringement of intellectual property rights; or
 - b. any breach of warranty obligations.
- 7.20.3 The Contractor agrees to be liable for and to indemnify Canada from and to pay to Canada the amounts of all of Canada's losses, liabilities, damages, Costs, and expenses resulting from any claim made by a third party relating to the Contract, including the complete Costs of defending any legal action by a third party. The Contractor agrees that Canada is not required to have satisfied its liability to the third party before the Contractor is obliged to pay Canada in respect of that liability. The Contractor also agrees, if requested by Canada, to defend Canada against any third party claims.

7.21 Controlled Goods Program

- 7.21.1 B4060C (2011-05-16)

This Contract involves controlled goods as defined in the Schedule to the Defence Production Act. The Contractor must identify those controlled goods to the Department of National Defence.

7.21.2 A9131C (2020-11-19)

1. As the Contract requires production of or access to controlled goods that are subject to the Defence Production Act R.S.C 1985, c. D-1, the Contractor and any Subcontractor are advised that, within Canada, only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: Controlled Goods Program
2. When the Contractor and any Subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of Contract award, the Contractor and any Subcontractor must, within seven (7) working days from receipt of written notification of the Contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the Contractor has provided proof, satisfactory to the Contracting Authority, that the Contractor and any Subcontractor are registered, exempt or excluded under the CGP.

Failure of the Contractor to provide proof, satisfactory to the Contracting Authority, that the Contractor and any Subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the Contract except to the extent that Canada is responsible for the failure due to delay in processing the application.

3. The Contractor and any Subcontractor must maintain registration, exemption or exclusion from the CGP for the duration of the Contract and in any event for so long as they will examine, possess or transfer controlled goods.

7.22 Dispute Resolution

7.22.1 Informal Discussions

The Parties desire and expect that most disagreements will be resolved by informal discussions between or among the Parties, without the necessity of invoking the dispute resolution process under Section 7.22.2.

7.22.2 Dispute

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

- 7.22.2.1 Any such dispute will first be referred to the Contractor's Representative and the Contracting Authority who will attempt to amicably resolve the dispute.
- 7.22.2.2 In the event that the representatives of the Parties specified above are unable to resolve the dispute within five (5) business days, it will be submitted to a progressively higher level of management within the Parties' organizations, as follows.

Government of Canada (GOC)	CONTRACTOR	Period of Time for Resolution **
Manager, PSPC	One level higher *	10 business days
Director, PSPC	Director Level	10 business days
Director-General, PSPC	Vice-President Level	10 business days
Assistant Deputy Minister, PSPC	President	20 business days

***One level higher than the named Contractor's Representative**

****Unless otherwise mutually agreed by the Contractor and the GOC**

7.22.2.3 In the event the representatives of the Parties specified in Section 7.22.2.2 above are unable to resolve the dispute, the Contracting Authority will, within ten (10) business days after the completion of the dispute resolution procedures outlined above render a written decision which decision will include a detailed description of the dispute and the reasons supporting the Contracting Authority's decision. The Contracting Authority will deliver a signed copy thereof to the Contractor. The decision of the Contracting Authority will be binding for all purposes of this Contract unless the Contractor delivers a written notice disputing it (referred to as a "Notice of Dispute") to the Contracting Authority within twenty (20) business days after receipt of the written decision and advises if it intends to submit the dispute for determination in accordance with Article 7.22.3.

7.22.3 Notice

7.22.3.1 Where the Contractor has delivered a Notice of Dispute in accordance with Section 7.22.2.3; it will submit the dispute for determination within 160 business days of the delivery of that Notice of Dispute to:

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

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

7.22.3.2 Pursuant to Section 7.22.3, if the dispute is submitted for determination through mediation, it will be on the Terms of Mediation set out in Article 7.22.4.

7.22.3.3 Pursuant to Section 7.22.3, if the Contractor is requesting arbitration, it will be on the Terms of Arbitration set out in Section 7.22.5.

7.22.4 Terms of Mediation

7.22.4.1 Notice:

The Contractor's notice requesting mediation (referred to as the "Notice of Mediation"), in accordance with Section 7.22.3, will be in writing and will specify the issues in dispute. It will be sent to the Contracting Authority. Sections 7.22.4.2 to 7.22.4.14 below will apply to the mediation.

7.22.4.2 Selection of Mediator:

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

7.22.4.3 Location:

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

7.22.4.4 Language of Mediation:

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

7.22.4.5 Exchange of Information:

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

7.22.4.6 Costs:

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

7.22.4.7 Schedule:

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

7.22.4.8 Confidentiality:

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

7.22.4.9 Caucusing:

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

7.22.4.10 Prohibition against Future Assistance:

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

7.22.4.11 Termination:

Either Party may terminate the mediation at any time.

7.22.4.12 Mediator's Report:

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

7.22.4.13 No New Steps:

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

7.22.5 Terms of Arbitration

7.22.5.1 Notice:

The Contractor's notice requesting arbitration (referred to as the "Notice of Arbitration"), in accordance with Section 7.22.2, will be in writing and will specify the issues in dispute. It will be sent to the Contracting Authority who can reject or accept such request. If Canada accepts the Contractor's request, the dispute will be submitted to binding arbitration pursuant to the Commercial Arbitration Act (R.C.S. 1985, c. 17 (2nd Supp.), as amended) and the Commercial Arbitration Code referred to in the Act. Sections 7.22.4.2 to 7.22.4.15 below will also apply to the arbitration.

7.22.5.2 Commencement of the Proceedings:

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

7.22.5.3 Selection of Arbitrator(s):

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

7.22.5.4 Location:

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

7.22.5.5 Language of Arbitration:

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

7.22.5.6 Costs:

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

7.22.5.7 Statement of Claim:

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

7.22.5.8 Statement of Defence:

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

7.22.5.9 Hearing Date:

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

7.22.5.10 Exchange of Information:

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

7.22.5.11 Arbitral Award:

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

7.22.5.12 Governing Law Clause:

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

7.22.5.13 Judgment:

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

7.22.5.14 Final and Binding Award:

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

7.22.5.15 Prohibition against Future Assistance:

It is agreed that the arbitrator(s) will neither represent nor testify on behalf of any of the Parties in any subsequent proceeding between the Parties or where they are opposed in interest. It is further agreed that the personal notes and written opinions of the arbitrator(s) made in relation to this arbitration are confidential and may not be used in any subsequent proceeding between the Parties or where they are opposed in interest. Where a dispute relates to monies withheld by Canada pursuant to any provision of this Contract, any amount not in dispute will be paid and the remainder will be so withheld pending final resolution of the dispute and will be disposed of in accordance with its terms

7.23 Government Furnished Equipment (GFE) / Government Supplied Material (GSM)

7.23.1 Canada will make available to the Contractor, throughout the term of this Contract, the GFE/GSM specified in Annex A of the Statement of Work.

7.23.2 GFE/GSM detailed in Annex A of the Statement of Work must be properly maintained by the Contractor in accordance with Section 23 - Government Property of 2035 (2020-05-28) General Conditions - Higher Complexity - Services.

7.23.3 The Contractor must use any GFE/GSM solely for performing Work related to the Operation and Maintenance of the North Warning System under this Contract or as otherwise authorized by the Contracting Authority.

7.24 Government Furnished Airlift

- 7.24.1 Canada will make available to the Contractor, throughout the term of this Contract, Government Furnished Airlift in accordance with the terms of the applicable provisions of the Statement of Work relevant to each item.
- 7.24.2 Should the Government Furnished Airlift not be available, then the Contractor must within two (2) working days, provide the Contracting Authority with a proposal to provide an alternate Airlift plan to fulfill its obligations under the Contract. Should the Contractor not provide this, then Canada will not be responsible for the failure of the Contractor to perform its obligations under this Contract.
- 7.24.3 The Contractor must use all Government Furnished Airlift solely for performing Work related to the Operation and Maintenance of the North Warning System under this Contract and in accordance with the terms of this Contract. The Contractor must not use the Government Furnished Airlift, unless authorized by the Contracting Authority, for any Work that is rejected by Canada or requires correction as directed by the Inspection Authority. Should the Contracting Authority authorize the use of Government Furnished Airlift for Work that is rejected or requires correction, then the Contractor must reimburse such Costs to Canada.

7.25 Access To Work

The Contractor must upon receipt of a request from Canada, permit access to the Work at any time during working hours where any part of the Work is being carried out, to authorities referred to in Section 7.7, or their representatives, or to Parties referenced in Section 7.26 as necessary for the performance of their duties as they relate to the Contract and as required by Canada.

7.26 Consultants and Others

Canada may enter into separate arrangements with consultants, contractors or other parties to assist Canada during the performance of this Contract.

When such parties are assisting Canada in the performance of this Contract or carrying out work, for Canada relating to the North Warning System the Contractor must:

- a. provide such parties with access to the Work, to the Contractor's employees (and its Subcontractors, if applicable) and to all such necessary things and information related to the Work in order to enable these parties to carry out their obligations, in the same manner as the Contractor is required to provide access under Section 7.25 above;
- b. co-operate with such parties in the carrying out of their duties and obligations;
- c. co-ordinate and schedule the Work with the work of the other contractors and workers;
- d. participate with other contractors and workers in reviewing their schedules when directed to do so by the Contracting Authority.;
- e. where part of the Work is affected by or depends upon the work of other contractors or workers for its proper execution, promptly report to the Contracting Authority in writing and prior to proceeding with that part of the Work, any apparent deficiencies in such work. Failure by the Contractor to so report will invalidate any claims against Canada by reason of the

deficiencies in the work of other contractors or workers except those deficiencies that are not then reasonably discoverable; and

- f. carry out its duties for safety at the place of work in accordance with the applicable federal, provincial or territorial laws for safety at the place of work.

The Contracting Authority is responsible for timely identification of the need for such access.

7.27 Shipment of Hazardous Materials

D3010C (2016-01-28) - Delivery of Dangerous Goods/Hazardous Products

1. The Contractor must mark dangerous goods/hazardous products which are classed as dangerous/hazardous as follows:
 - a. shipping container - in accordance with the [Transportation of Dangerous Goods Act](#), 1992, c. 34; and
 - b. immediate product container - in accordance with the [Hazardous Products Act](#), R.S., 1985, c. H-3.
2. The Contractor must provide bilingual Safety Data Sheets, indicating the NATO Stock Number as follows:
 - a. two hard copies:
 - i. one copy to be enclosed with the shipment, and
 - ii. one copy to be mailed to:
National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
Attention: DSCO 5-4-2
 - b. one copy sent in any electronic format to the following address:
MSDS-FS@FORCES.GC.CA.
3. The Contractor will be responsible for any damages caused by improper packaging, labelling or carriage of dangerous goods/hazardous products.
4. The Contractor must ensure they adhere to all levels of regulations regarding dangerous goods/hazardous products as set forth by federal, provincial and municipal laws and by-laws.
5. The Contractor must contact the consignee (i.e. Supply Depot Traffic Section) at least 48 hours before shipping dangerous goods/hazardous products in order to schedule a receiving time

7.28 Inspection and Acceptance

D5328C (2014-06-26)

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

Solicitation No. - N° de l'invitation
W8485-157352/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
005NX

Client Ref. No. - N° de réf. du client
W8485-157352

File No. - N° du dossier
005NX.W8485-157352

CCC No./N° CCC - FMS No./N° VME

ANNEX A

Statement of Work

PROVIDED UNDER SEPARATE COVER

ANNEX B

Basis of Payment Overview

The Contractor will be paid the prices detailed below for Work performed pursuant to this Contract, Customs duties are included and Taxes extra, if applicable.

B1 Transition-In Period

Effective 1 April 2022 – 30 September 2022. The Contractor will be paid for the actual hours worked during the Transition-In Period and other direct Costs reasonably and properly incurred in accordance with the Firm Rates, Overhead and Profits detailed in the Tables listed in Appendix 3, to a ceiling price of \$_____, subject to downward adjustment only. All payments are subject to government audit.

B2 Operation and Maintenance Phase

For Contract Years 1 to 7, the Contractor will be paid 95% of the Firm all-inclusive monthly lot prices, inclusive of overhead at ____%, and ____% of profit in accordance with Tables 1 – 4, Appendix 1 to this Annex B: (The firm all-inclusive monthly lot prices will be the sum of the Firm Fixed Price (FFP) for the Contract Year divided by 12 months minus a 5% holdback).

For Contract Years 8 to 15 (Earned Rolling Wave Extension Periods), Tables 5-8, Appendix 1 to this Annex B, the Contractor will be paid 95% of the firm all-inclusive monthly lot prices adjusted annually in accordance with the Economic Price Adjustment formula detailed below. The firm all-inclusive monthly lot prices includes ____% of overhead and ____% of profit.

The Firm Fixed Prices will be adjusted annually, on February 1 of each year, commencing in Year 8, if any of the Rolling Wave Extension be awarded. The adjustment will be equal to the increase in the average all-items Consumer Price Index, monthly (Statistics Canada. Table 18-10-0004-01 Consumer Price Index, monthly, not seasonally adjusted) for January of that year over the same Index for the previous January, for the province of Ontario or NWT or Iqaluit/Nunavut or Labrador (based on where the Costs are incurred) as published by Statistics Canada for the previous year. Where the CPI rate is a negative value, it will be treated as zero for the purposes of this adjustment.

Example:

Contract Year 7 (Firm Fixed Price)

(Section 2 of the SOW) \$1,000

EPA= ((Consumer Price Index, monthly, not seasonally adjusted January 2029 ÷ Consumer Price Index, monthly, not seasonally adjusted February 2028)-1)

= ((151.6 ÷ 149.6) - 1)

= 0.0133

= 1.33%

The Firm Fixed Price for Year 8 would be:

= (Annual Firm Fixed Price for 2028/2029) × (1+ 0.0133)

= (\$1,000.00 *1.0133)

= \$1013.30

Overhead and Profit are not subject to escalation or change. The overhead and profit will be equal to the percentage as provided for from the previous Contract Year.

B3 Task Authorization:

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), Reimbursable Customer Support (RCS) Requests and Third Party Support (TPS) Requests the Contractor will be paid as detailed below, Customs duties are included and Goods and Services Tax or Harmonized Sales Tax (GST/HST) are extra, if applicable.

The Contractor will be responsible to seek reimbursement for Work completed in support of Third party support requests directly from the Third parties.

The Contractor must indicate in its price proposals what portion of the Work, if any, will be completed using personnel for which the Contractor is being reimbursed under the Firm Price portion of the Contract (i.e. contributed labour). The level of effort associated with the contributed labour must be specified in the Contractor's price proposal; however, the contributed labour Costs associated with a Task Authorization will not be billable under the Task Authorizations. Other Costs associated with the work will be negotiated prior to the Task Authorization being authorized. (eg: Travel and Living).

The Work will be negotiated between the Procurement Authority and/or Contracting Authority (as applicable) and the Contractor, either as a firm price, or ceiling price subject to downward adjustment prior to the Work being authorized.

B3.1 Labour:

- (a) For Contract Years 1 to 7, the Contractor will be paid the Firm Hourly Rates inclusive of ____% overhead (labour burden rate) and ____% profit in accordance with Table 9, Appendix 1 to this Annex B.

All (direct/indirect) Costs associated with the administration and management to TA work, including but not limited to bid requests, evaluation of the bids, inspection of the Work, invoicing, etc, are to be costed within the firm fixed price of the Contract and will not be reimbursed under any authorized Task Authorization.

- (b) For Contract Years 8 to 15 (Earned Rolling Wave Extension Periods), Table 10, Appendix 1 to this Annex B, the Firm Hourly Rates will be adjusted annually, on February 1 of each year, commencing in Year 8, should any of the Rolling Wave Extension Periods be awarded. The adjustment will be equal to the increase in the average all-items Consumer Price Index, monthly (Statistics Canada. Table 18-10-0004-01 Consumer Price Index, monthly, not seasonally adjusted) for January of that year over the same Index for the previous January, for the province of Ontario or NWT or Iqaluit/Nunavut, or Labrador (based on where the Costs are incurred) as published by Statistics Canada for the previous year. Where the CPI rate is a negative value, it will be treated as zero for the purposes of this adjustment.

Example:

Contract Year 7 (Firm Hourly Rate \$20.00)

EPA= ((Consumer Price Index, monthly, not seasonally adjusted January 2029 ÷ Consumer Price

Index, monthly, not seasonally adjusted February 2028)-1)

= ((151.6 ÷ 149.6) - 1)

= 0.0133

= 1.33%

The Firm Hourly Rate for Year 8 would be:
= (Annual Firm Hourly Rate for 2028/2029) × (1+ 0.0133)
= (\$20.00 *1.0133)
= \$20.26

Overhead (Labour Burden) and Profit are not subject to escalation or change. The overhead and profit will be equal to the percentage as provided for from the previous Contract Year.

B3.2 Food/Ration Services:

- (a) For Contract Years 1 to 7, the Contractor will be paid Firm per Diem Rate inclusive of __% profit, in accordance with Table 11, Appendix 1 to this Annex B.

All (direct/indirect) Costs associated with the administration and management in providing Food/Ration Services are to be costed within the Firm Fixed Price of the Contract and will not be reimbursed under any authorized TA, TPS request or an R/CSR.

- (b) For Contract Years 8 to 15 (Earned Rolling Wave Extension Periods), Table 12, Appendix 1 to this Annex B, the Firm per Diem Rates will be adjusted annually, on February 1 of each year, commencing in Year 8, should any of the Rolling Wave Extension Periods be awarded. The adjustment will be equal to the increase in the average all-items Consumer Price Index, monthly (Statistics Canada. Table 18-10-0004-01 Consumer Price Index, monthly, not seasonally adjusted) for January of that year over the same Index for the previous January, for the province of Ontario or NWT or Iqaluit/Nunavut or Labrador (based on where the Costs are incurred) as published by Statistics Canada for the previous year. Where the CPI rate is a negative value, it will be treated as zero for the purposes of this adjustment.

Contract Year 7 (Firm per Diem Rate \$10.00)
EPA= ((Consumer Price Index, monthly, not seasonally adjusted January 2029 ÷ Consumer Price Index, monthly, not seasonally adjusted February 2028)-1)
= ((151.6 ÷149.6) - 1)
= 0.0133
= 1.33%

The Firm per Diem Rate for Year 8 would be:
= (Rate for 2028/2029) × (1+ 0.0133)
= (\$10.00 *1.0133)
= \$10.13

Profits are not subject to escalation or change. The profit will be equal to the percentage as provided for from the previous year.

B3.3 Subcontracted Work

For authorized Work completed by Subcontractors, other than those subcontractors performing Work under the Firm Fixed Price of the Contract for same or similar services, the Contractor will be reimbursed its cost reasonably and properly incurred in the performance of the Work, at cost, plus a profit of XX%.

All (direct/indirect) Costs associated with the administration and management of Subcontract Work are to be costed within the Firm Fixed Price of the Contract and will not be reimbursed under any authorized TA, TPS request or an R/CSR.

The profit on Subcontracted Work will be exclusive to the Contractor's first tier Subcontractor only, provided that the work has been delivered and accepted in accordance with the Task Authorization. All Work executed by entities other than the first tier Subcontractor (i.e. through a further subcontract) will not be subject to profit paid by Canada.

B3.4 Materials and Equipment

For authorized materials and equipment related to an authorized Task Authorization, the Contractor will be paid its cost reasonably and properly incurred for materials and equipment required to perform the Task Authorization, at cost, plus a profit of XX%.

All (direct/indirect) Costs associated with the administration and management in providing Materials and Equipment are to be costed within the firm fixed price of the Contract and will not be reimbursed under any authorized TA, TPS request or an R/CSR

B3.5 Transportation and/or Freight

For authorized Transportation and/or freight related to an authorized Task Authorization, the Contractor will be paid its Costs reasonably and properly incurred, at cost, plus a profit of XX%. All transportation charges are to be prepaid by the Contractor and shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill

All (direct/indirect) Costs associated with the administration and management in providing Transportation and/or Freight are to be costed within the firm fixed price of the Contract and will not be reimbursed under any authorized TA, TPS request or an R/CSR.

B3.6 Exchange Rate Fluctuations (Sections B3.4 and B3.5 and B3.8)

For ceiling price subject to downward adjustment Task Authorizations, the following Exchange Rate Fluctuations will apply:

Costs

1. The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
2. For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment. The exchange rate adjustment amount will be calculated in accordance with the following formula:
Exchange rate adjustment = $FCC \times Qty \times (i_1 - i_0) / i_0$
where formula variables correspond to:

FCC

Foreign currency component (per unit)

Qty

quantity of units



i₀

Initial exchange rate (CAN\$ per unit of foreign currency [for example US\$1]).

The initial exchange rate is set as the Bank of Canada rate on the solicitation closing date. The Bank of Canada publishes its rates each business day by 16:30 Eastern Time.

i₁

Exchange rate for adjustments (ERA) (CAN\$ per unit of foreign currency [for example US\$1]). The Bank of Canada publishes its rates each business day by 16:30 Eastern Time.

- a. The ERA for goods will be the Bank of Canada rate on the date the goods were delivered.
 - b. The ERA for services will be the Bank of Canada rate on the last business day of the month for which the services were performed.
 - c. The ERA for advance payments will be the Bank of Canada rate on the last business day prior to the payment. The last published business day rate will be used for non-business days.
4. The Contractor must indicate the total exchange rate adjustment amounts (whether they are upward, downward or present no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form [PWGSC-TPSGC 450](#) , Claim for Exchange Rate Adjustments.
5. The exchange rate adjustment will only impact the payment to be made by Canada where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form [PWGSC-TPSGC 450](#)  (that is [$i_1 - i_0$] / i_0).
6. Canada reserves the right to audit any revision to costs and prices under this clause.

B3.7 Travel and Living

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

All travel must have the prior authorization of the "Procurement Authority and/or Contracting Authority, as applicable. All payments are subject to government audit.

B3.8 Omnibus GFE/GSM/Repair and Calibration for Test Equipment /Transportation and/or Freight

For authorized work related to an omnibus task authorization, the Contractor will be paid at Cost reasonably and properly incurred, without any allowance for overhead and profit. All transportation charges are to be prepaid by the Contractor and shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill.

B3.9 Weather Delays for Work subject to a TA at a Northern Site

This Section B3.9 applies to all Work subject to an authorized Task Authorization carried out at a Northern Site (Long Range Radar and Short Range Radar sites only) unless expressly excluded in an authorized Task Authorization for a particular effort.

In the event the Work subject to the authorized Task Authorization cannot be initiated or completed in accordance with the schedule as provided in the Task Authorization and such delay is caused by weather, then the Contractor will be reimbursed for additional Costs incurred during the period of the weather delay subject to the following:

- a) personnel for whom the claim is being made were identified in the Task Authorization;
- b) all such personnel departed on the scheduled departure day;
- c) the Contractor notified the Procurement Authority and Contracting Authority of the weather delay; and
- d) the Contractor provides supporting documentation to justify that additional Costs have been incurred as a result of the weather delay.

B3.10 Advance Approval in Cases of Urgency

If, during the execution of an authorized Task Authorization, the Contractor encounters an urgent requirement (as defined below), the Contractor must attempt to contact the Procurement Authority by telephone or e-mail to obtain prior approval for the Work required to resolve the urgent requirement, failing which, the Contractor may proceed to do the Work necessary to resolve the urgent requirement provided that:

- a) the Contractor continues to attempt contact with the Procurement Authority until such time as contact is achieved; and
- b) the total cost of the non-approved Work does not exceed twenty-five thousand dollars (\$25,000).

In the event the Contractor is not able to resolve the urgent requirement, in full, at the cost specified in b) above, then the Contractor must do that work necessary to prevent significant or serious incident, or significant Costs, loss or damage to Canada's property. In no event will Canada's liability to the Contractor for non-approved Work exceed twenty five thousand dollars.

In all cases of urgency, full support must be provided by the Contractor as to why the regular process for approval could not be followed along with justification for the Costs. This information must be provided to the Procurement Authority no later than the first business day following the urgent requirement occurrence.

For the purposes of this provision, urgency is defined as a need of pressing emergency in which delay would be injurious to the public interest. An emergency may be an actual or

imminent life-threatening situation, a disaster which endangers the quality of life or has resulted in the loss of life, or one that may result in significant Costs, loss or damage to Canada's property.

B3.11 Payment of Canada's Costs for Late Completion

- a. For the purposes of this Section, "period of delay" means the number of Days commencing on the Day fixed by the DND 626 for completion of the Task Authorization and ending on the Day immediately preceding the Day on which the Task Authorization is completed and the Work accepted by the Technical Authority, but does not include any Day within a period of extension granted by the Procurement Authority and/or Contracting Authority, as applicable or any other Day on which completion of the Work was delayed by reason of an Excusable Delay.
- b. If the Contractor does not complete the Work by the Day fixed for its completion by the DND 626 but completes it thereafter, the Contractor will pay Canada an equal amount equal to the aggregate of:
 - i) all labour and travelling expenses incurred by Canada in respect of persons overseeing the performance of the Work during the period of delay;
 - ii) the cost incurred by Canada as a result of the inability to use the completed Work for the period of delay; and
 - iii) all Costs and expenses incurred or sustained by Canada during the period of delay as a result of the Work not being completed by the Day fixed for its completion.

B3.12 The terms of the Contract apply to all Task Authorizations. In addition, the following clauses may be added to an individual Task Authorizations, as required.

C0008T (2007-05-25) - Price Support - Non-competitive Bid;
C0204C (2013-04-25) - Basis of Payment - Limitation of Expenditure-Task Authorizations
C0210C (2013-04-25) - Basis of Payment - Pre-contractual Work;
C0305C (2008-05-12) - Cost Submission

B4.0 Inuit Training and Development (ITD) Task Authorization

The Contractor will be paid for Costs reasonably and properly incurred as specified in Annex D, D7, without any allowance for overhead and profit.

- (a) All labour (wages/salaries) paid to trainees will be as follows: For Contract Years 1 to 7, the Contractor will be paid the Firm Hourly Rates excluding overhead and profit in accordance with Table 13, Appendix 1 to this Annex B..

All (direct/indirect) Costs associated with the administration, management and implementation of the ITD program, including but not limited to recruitment activities, evaluations, invoicing, etc, are to be costed within the Firm Fixed Price of the Contract and will not be reimbursed under the ITDP authorized Task Authorization.

- (b) For Contract Years 8 to 15 (Earned Rolling Wave Extension Periods), Table 14, Appendix 1 to this Annex B, the Firm Hourly Rates will be adjusted annually, on February 1 of each year, commencing in Year 8, should any of the Rolling Wave Extension Periods be granted, the adjustment will be equal to the increase in the average all-items Consumer Price Index, monthly (Statistics Canada. Table 18-10-0004-01 Consumer Price Index, monthly, not seasonally adjusted) for January of that year over the same Index for the previous January,

for the province of Ontario or NWT or Iqaluit/Nunavut or Labrador (based on where the Costs are incurred) as published by Statistics Canada for the previous Contract Year. Where the CPI rate is a negative value, it will be treated as zero for the purposes of this adjustment.

Example:

Contract Year 7 (Firm Hourly Rate \$20.00)

EPA= ((Consumer Price Index, monthly, not seasonally adjusted January 2029 ÷ Consumer Price

Index, monthly, not seasonally adjusted February 2028)-1)

= ((151.6 ÷149.6) - 1)

= 0.0133

= 1.33%

The Firm Hourly Rate for Year 8 would be:

= (Annual Firm Hourly Rate for 2028/2029) × (1+ 0.0133)

= (\$20.00 *1.0133)

= \$20.26

B5.0 Performance Management Framework (PfMF)

B5.1 The Performance Management Framework encourages Contractor's measured performance meeting or exceeding the Strategic Performance Measures (SPMs), Key Performance Indicators (KPIs) and Performance Indicators (PIs) as detailed in Annex F.

B5.2 The Management and Control of PfMF is detailed in Annex "F". In each Contract Year the maximum available financial reward available to the Contractor is equivalent to 2% percent of the Firm Fixed Price for that Contract Year.

B5.3 All rewards are at the sole and absolute discretion of Canada.

B6.0 Transition-out Period:

For the Transition-Out Period, (effective 1 April 2029 to 30 September 2029), the Contractor will be paid 95% of the Firm all-inclusive monthly lot prices, inclusive of overhead at _____%, and _____% of profit in accordance with Table 15, Appendix 1 to this Annex B: (The monthly lot prices will be the sum of the Firm Fixed Price for the Contract Year divided by 12 months minus a 5% holdback). Should any of the Rolling Wave Extension Period(s) be awarded Canada will adjust the Transition-Out start date accordingly. The monthly billing prices for the final Contract Year will apply until the Transition-Out Period commences.

Appendix 1 to Annex B – Price Summary

Table 1

SOW Section	Price Element	Contract Year 1 (1 Oct. 2022 – 31 Mar. 2023)			Contract Year 2 (1 Apr. 2023 – 31 Mar. 2024)		
		Firm all-inclusive Monthly Lot Prices (Minus Holdback)	Holdback of 5%	Firm Fixed Price	Firm all-inclusive Monthly Lot Prices (Minus Holdback)	Holdback of 5%	Firm Fixed Price
2	NWS Program Management	\$		\$	\$	\$	
3	Information Management Services and Information Technology Introduction	\$		\$	\$	\$	
4	NWS Sustainment Support	\$		\$	\$	\$	
5	C&E Maintenance	\$		\$	\$	\$	
6	NWS Operations	\$		\$	\$	\$	
7	Mobile Support Equipment	\$		\$	\$	\$	
8	DND Logistics	\$		\$	\$	\$	
9	USAF Log	\$		\$	\$	\$	
10	Bulk Fuel	\$		\$	\$	\$	
11	Government Furnished Airlift	\$		\$	\$	\$	
13	Real Property Management Services	\$		\$	\$	\$	
14	Maintenance Management and Engineering Services	\$		\$	\$	\$	
15	Project Delivery Services	\$		\$	\$	\$	
16	Fire Protection Services	\$		\$	\$	\$	
17	Environmental Management Services	\$		\$	\$	\$	
18	Service Delivery Regime and Acceptance Review Requirements	\$		\$	\$	\$	
	Insurance and Warranty (including deductibles, coverage for Transition-In, Transition-Out and Task Authorizations)	\$		\$	\$	\$	
Total Firm Fixed Price :		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Solicitation No. - N° de l'invitation
W8485-157352/C

Amd. No. - N° de la modif.

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W8485-157352

File No. - N° du dossier
005NX.W8485-157352

CCC No./N° CCC - FMS No./N° VME

Table 2

SOW Section	Price Element	Contract Year 3 (1 Apr. 2024 – 31 Mar. 2025)			Contract Year 4 (1 Apr. 2025 – 31 Mar. 2026)		
		Firm all-inclusive Monthly Lot Prices (Minus Holdback)	Holdback of 5%	Firm Fixed Price	Firm all-inclusive Monthly Lot Prices (Minus Holdback)	Holdback of 5%	Firm Fixed Price
2	NWS Program Management	\$		\$		\$	
3	Information Management Services and Information Technology Introduction	\$		\$		\$	
4	NWS Sustainment Support	\$		\$		\$	
5	C&E Maintenance	\$		\$		\$	
6	NWS Operations	\$		\$		\$	
7	Mobile Support Equipment	\$		\$		\$	
8	DND Logistics	\$		\$		\$	
9	USAF Log	\$		\$		\$	
10	Bulk Fuel	\$		\$		\$	
11	Government Furnished Airlift	\$		\$		\$	
13	Real Property Management Services	\$		\$		\$	
14	Maintenance Management and Engineering Services	\$		\$		\$	
15	Project Delivery Services	\$		\$		\$	
16	Fire Protection Services	\$		\$		\$	
17	Environmental Management Services	\$		\$		\$	
18	Service Delivery Regime and Acceptance Review Requirements	\$		\$		\$	
	Insurance and Warranty (including deductibles, coverage for Transition-In, Transition-Out and Task Authorizations	\$		\$		\$	
Total Firm Fixed Price :		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Table 3

SOW Section	Price Element	Contract Year 5 (1 Apr. 2026 – 31 Mar. 2027)			Contract Year 6 (1 Apr. 2027 – 31 Mar. 2028)		
		Firm all-inclusive Monthly Lot Prices (Minus Holdback)	Holdback of 5%	Firm Fixed Price	Firm all-inclusive Monthly Lot Prices (Minus Holdback)	Holdback of 5%	Firm Fixed Price
2	NWS Program Management	\$	\$	\$	\$	\$	\$
3	Information Management Services and Information Technology Introduction	\$	\$	\$	\$	\$	\$
4	NWS Sustainment Support	\$	\$	\$	\$	\$	\$
5	C&E Maintenance	\$	\$	\$	\$	\$	\$
6	NWS Operations	\$	\$	\$	\$	\$	\$
7	Mobile Support Equipment	\$	\$	\$	\$	\$	\$
8	DND Logistics	\$	\$	\$	\$	\$	\$
9	USAF Log	\$	\$	\$	\$	\$	\$
10	Bulk Fuel	\$	\$	\$	\$	\$	\$
11	Government Furnished Airlift	\$	\$	\$	\$	\$	\$
13	Real Property Management Services	\$	\$	\$	\$	\$	\$
14	Maintenance Management and Engineering Services	\$	\$	\$	\$	\$	\$
15	Project Delivery Services	\$	\$	\$	\$	\$	\$
16	Fire Protection Services	\$	\$	\$	\$	\$	\$
17	Environmental Management Services	\$	\$	\$	\$	\$	\$
18	Service Delivery Regime and Acceptance Review Requirements	\$	\$	\$	\$	\$	\$
	Insurance and Warranty (including deductibles, coverage for Transition-In, Transition-Out and Task Authorizations)	\$	\$	\$	\$	\$	\$
Total Firm Fixed Price :		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Table 4

		Contract Year 7 (1 Apr. 2028 – 31 Mar. 2029)		
SOW Section	Price Element	Firm all-inclusive Monthly Lot Prices (Minus Holdback)	Holdback of 5%	Firm Fixed Price
2	NWS Program Management	\$	\$	\$
3	Information Management Services and Information Technology Introduction	\$	\$	\$
4	NWS Sustainment Support	\$	\$	\$
5	C&E Maintenance	\$	\$	\$
6	NWS Operations	\$	\$	\$
7	Mobile Support Equipment	\$	\$	\$
8	DND Logistics	\$	\$	\$
9	USAF Log	\$	\$	\$
10	Bulk Fuel	\$	\$	\$
11	Government Furnished Airlift	\$	\$	\$
13	Real Property Management Services	\$	\$	\$
14	Maintenance Management and Engineering Services	\$	\$	\$
15	Project Delivery Services	\$	\$	\$
16	Fire Protection Services	\$	\$	\$
17	Environmental Management Services	\$	\$	\$
18	Service Delivery Regime and Acceptance Review Requirements	\$	\$	\$
	Insurance and Warranty (including deductibles, coverage for Transition-In, Transition-Out and Task Authorizations)	\$	\$	\$
Total Firm Fixed Price :		\$0.00	\$0.00	\$0.00

Table 5

SOW Section	Price Element	Rolling Wave Extension Period 1, If Awarded					
		Contract Year 8 (1 Apr. 2029 – 31 Mar. 2030)			Contract Year 9 (1 Apr. 2030 – 31 Mar. 2031)		
		Firm all-inclusive Monthly Lot Prices (Minus Holdback)	Holdback of 5%	Firm Fixed Price	Firm all-inclusive Monthly Lot Prices (Minus Holdback)	Holdback of 5%	Firm Fixed Price
2	NWS Program Management	\$		\$			\$
3	Information Management Services and Information Technology Introduction	\$		\$			\$
4	NWS Sustainment Support	\$		\$			\$
5	C&E Maintenance	\$		\$			\$
6	NWS Operations	\$		\$			\$
7	Mobile Support Equipment	\$		\$			\$
8	DND Logistics	\$		\$			\$
9	USAF Log	\$		\$			\$
10	Bulk Fuel	\$		\$			\$
11	Government Furnished Airlift	\$		\$			\$
13	Real Property Management Services	\$		\$			\$
14	Maintenance Management and Engineering Services	\$		\$			\$
15	Project Delivery Services	\$		\$			\$
16	Fire Protection Services	\$		\$			\$
17	Environmental Management Services	\$		\$			\$
18	Service Delivery Regime and Acceptance Review Requirements	\$		\$			\$
	Insurance and Warranty (including deductibles, coverage for Transition-In, Transition-Out and Task Authorizations)	\$		\$			\$
Total Firm Fixed Price :		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Table 6

SOW Section	Price Element	Rolling Wave Extension Period 2, If Awarded					
		Contract Year 10 (1 Apr. 2031 – 31 Mar. 2032)			Contract Year 11 (1 Apr. 2032 – 31 Mar. 2033)		
		Firm all-inclusive Monthly Lot Prices (Minus Holdback)	Holdback of 5%	Firm Fixed Price	Firm all-inclusive Monthly Lot Prices (Minus Holdback)	Holdback of 5%	Firm Fixed Price
2	NWS Program Management	\$	\$	\$	\$	\$	\$
3	Information Management Services and Information Technology Introduction	\$	\$	\$	\$	\$	\$
4	NWS Sustainment Support	\$	\$	\$	\$	\$	\$
5	C&E Maintenance	\$	\$	\$	\$	\$	\$
6	NWS Operations	\$	\$	\$	\$	\$	\$
7	Mobile Support Equipment	\$	\$	\$	\$	\$	\$
8	DND Logistics	\$	\$	\$	\$	\$	\$
9	USAF Log	\$	\$	\$	\$	\$	\$
10	Bulk Fuel	\$	\$	\$	\$	\$	\$
11	Government Furnished Airlift	\$	\$	\$	\$	\$	\$
13	Real Property Management Services	\$	\$	\$	\$	\$	\$
14	Maintenance Management and Engineering Services	\$	\$	\$	\$	\$	\$
15	Project Delivery Services	\$	\$	\$	\$	\$	\$
16	Fire Protection Services	\$	\$	\$	\$	\$	\$
17	Environmental Management Services	\$	\$	\$	\$	\$	\$
18	Service Delivery Regime and Acceptance Review Requirements	\$	\$	\$	\$	\$	\$
	Insurance and Warranty (including deductibles, coverage for Transition-In, Transition-Out and Task Authorizations)	\$	\$	\$	\$	\$	\$
Total Firm Fixed Price :		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Table 7

SOW Section	Price Element	Rolling Wave Extension Period 3, If Awarded					
		Contract Year 12 (1 Apr. 2033 – 31 Mar. 2034)			Contract Year 13 (1 Apr. 2034 – 31 Mar. 2035)		
		Firm all-inclusive Monthly Lot Prices (Minus Holdback)	Holdback of 5%	Firm Fixed Price	Firm all-inclusive Monthly Lot Prices (Minus Holdback)	Holdback of 5%	Firm Fixed Price
2	NWS Program Management	\$	\$	\$	\$	\$	\$
3	Information Management Services and Information Technology Introduction	\$	\$	\$	\$	\$	\$
4	NWS Sustainment Support	\$	\$	\$	\$	\$	\$
5	C&E Maintenance	\$	\$	\$	\$	\$	\$
6	NWS Operations	\$	\$	\$	\$	\$	\$
7	Mobile Support Equipment	\$	\$	\$	\$	\$	\$
8	DND Logistics	\$	\$	\$	\$	\$	\$
9	USAF Log	\$	\$	\$	\$	\$	\$
10	Bulk Fuel	\$	\$	\$	\$	\$	\$
11	Government Furnished Airlift	\$	\$	\$	\$	\$	\$
13	Real Property Management Services	\$	\$	\$	\$	\$	\$
14	Maintenance Management and Engineering Services	\$	\$	\$	\$	\$	\$
15	Project Delivery Services	\$	\$	\$	\$	\$	\$
16	Fire Protection Services	\$	\$	\$	\$	\$	\$
17	Environmental Management Services	\$	\$	\$	\$	\$	\$
18	Service Delivery Regime and Acceptance Review Requirements	\$	\$	\$	\$	\$	\$
	Insurance and Warranty (including deductibles, coverage for Transition-In, Transition-Out and Task Authorizations)	\$	\$	\$	\$	\$	\$
Total Firm Fixed Price :		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Table 8

		Rolling Wave Extension Period 4, If Awarded					
		Contract Year 14 (1 Apr. 2035 – 31 Mar. 2036)			Contract Year 15 (1 Apr. 2036 – 31 Mar. 2037)		
SOW Section	Price Element	Firm all-inclusive Monthly Lot Prices (Minus Holdback)	Holdback of 5%	Firm Fixed Price	Firm all-inclusive Monthly Lot Prices (Minus Holdback)	Holdback of 5%	Firm Fixed Price
2	NWS Program Management	\$	\$	\$	\$	\$	\$
3	Information Management Services and Information Technology Introduction	\$	\$	\$	\$	\$	\$
4	NWS Sustainment Support	\$	\$	\$	\$	\$	\$
5	C&E Maintenance	\$	\$	\$	\$	\$	\$
6	NWS Operations	\$	\$	\$	\$	\$	\$
7	Mobile Support Equipment	\$	\$	\$	\$	\$	\$
8	DND Logistics	\$	\$	\$	\$	\$	\$
9	USAF Log	\$	\$	\$	\$	\$	\$
10	Bulk Fuel	\$	\$	\$	\$	\$	\$
11	Government Furnished Airlift	\$	\$	\$	\$	\$	\$
13	Real Property Management Services	\$	\$	\$	\$	\$	\$
14	Maintenance Management and Engineering Services	\$	\$	\$	\$	\$	\$
15	Project Delivery Services	\$	\$	\$	\$	\$	\$
16	Fire Protection Services	\$	\$	\$	\$	\$	\$
17	Environmental Management Services	\$	\$	\$	\$	\$	\$
18	Service Delivery Regime and Acceptance Review Requirements	\$	\$	\$	\$	\$	\$
	Insurance and Warranty (including deductibles, coverage for Transition-In, Transition-Out and Task Authorizations)	\$	\$	\$	\$	\$	\$
Total Firm Fixed Price :		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Solicitation No. - N° de l'invitation
W8485-157352/C

Client Ref. No. - N° de réf. du client
W8485-157352

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005NX

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Table 9

TASK AUTHORIZATIONS Firm Hourly Rate(s)							
Category	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Contract Year 6	Contract Year 7
Professional Engineer	\$	\$	\$	\$	\$	\$	\$
Engineer	\$	\$	\$	\$	\$	\$	\$
Engineering Technologist	\$	\$	\$	\$	\$	\$	\$
Drafting Technologist	\$	\$	\$	\$	\$	\$	\$
Project Coordinator	\$	\$	\$	\$	\$	\$	\$
Journeyman	\$	\$	\$	\$	\$	\$	\$
Apprentice	\$	\$	\$	\$	\$	\$	\$
Professional	\$	\$	\$	\$	\$	\$	\$
Skilled Labour	\$	\$	\$	\$	\$	\$	\$
Cook/Chef	\$	\$	\$	\$	\$	\$	\$
Janitor	\$	\$	\$	\$	\$	\$	\$
Site Supervisor	\$	\$	\$	\$	\$	\$	\$
Wildlife Monitor	\$	\$	\$	\$	\$	\$	\$
Unskilled Labourer	\$	\$	\$	\$	\$	\$	\$

Solicitation No. - N° de l'invitation
W8485-157352/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
005NX

Client Ref. No. - N° de réf. du client
W8485-157352

File No. - N° du dossier
005NX.W8485-157352

CCC No./N° CCC - FMS No./N° VME

Table 10

Category	TASK AUTHORIZATIONS Firm Hourly Rate(s)											
	Rolling Wave Extension Period 1 (If Awarded)		Rolling Wave Extension Period 2 (If Awarded)		Rolling Wave Extension Period 3 (If Awarded)		Rolling Wave Extension Period 4 (If Awarded)					
	Contract Year 8	Contract Year 9	Contract Year 10	Contract Year 11	Contract Year 12	Contract Year 13	Contract Year 14	Contract Year 15				
Professional Engineer	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Engineer	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Engineering Technologist	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Drafting Technologist	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Project Coordinator	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Journeyman	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Apprentice	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Professional	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Skilled Labour	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Cook/Chef	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Janitor	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Site Supervisor	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Wildlife Monitor	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Unskilled Labourer	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Solicitation No. - N° de l'invitation
W8485-157352/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
005NX

Client Ref. No. - N° de réf. du client
W8485-157352

File No. - N° du dossier
005NX.W8485-157352

CCC No./N° CCC - FMS No./N° VME

Table 11

Firm Food Per Diem Rate(s)						
Contract Year	Breakfast	Lunch	Dinner	Box Meals		
Contract Year 1 (1 Oct. 2022 – 31 Mar. 2023)	\$	\$	\$	\$		
Contract Year 2 (1 Apr. 2023 – 31 Mar. 2024)	\$	\$	\$	\$		
Contract Year 3 (1 Apr. 2024 – 31 Mar. 2025)	\$	\$	\$	\$		
Contract Year 4 (1 Apr. 2025 – 31 Mar. 2026)	\$	\$	\$	\$		
Contract Year 5 (1 Apr. 2026 – 31 Mar. 2027)	\$	\$	\$	\$		
Contract Year 6 (1 Apr. 2027 – 31 Mar. 2028)	\$	\$	\$	\$		
Contract Year 7 (1 Apr. 2028 – 31 Mar. 2029)	\$	\$	\$	\$		

Table 12

Firm Food Per Diem Rate(s)						
	Breakfast	Lunch	Dinner	Box Meals		
Rolling Wave Extension Period 1 (If Awarded)						
Contract Year 8 (1 Oct. 2029 – 31 Mar. 2030)	\$	\$	\$	\$		
Contract Year 9 (1 Apr. 2030 – 31 Mar. 2031)	\$	\$	\$	\$		
Rolling Wave Extension Period 2 (If Awarded)						
Contract Year 10 (1 Apr. 2031 – 31 Mar. 2032)	\$	\$	\$	\$		
Contract Year 11 (1 Apr. 2032 – 31 Mar. 2033)	\$	\$	\$	\$		
Rolling Wave Extension Period 3 (If Awarded)						
Contract Year 12 (1 Apr. 2033 – 31 Mar. 2034)	\$	\$	\$	\$		
Contract Year 13 (1 Apr. 2034 – 31 Mar. 2035)	\$	\$	\$	\$		
Rolling Wave Extension Period 4 (If Awarded)						
Contract Year 14 (1 Apr. 2035 – 31 Mar. 2036)	\$	\$	\$	\$		
Contract Year 15 (1 Apr. 2036 – 31 Mar. 2037)	\$	\$	\$	\$		

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Table 13

Firm ITDP Hourly Rate(s)							
Category	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Contract Year 6	Contract Year 7
Bidder to Fill In	\$	\$	\$	\$	\$	\$	\$
Expand as Necessary	\$	\$	\$	\$	\$	\$	\$

Table 14

Firm ITDP Hourly Rate(s)								
Category	Rolling Wave Extension Period 1 (If Awarded)		Rolling Wave Extension Period 2 (If Awarded)		Rolling Wave Extension Period 3 (If Awarded)		Rolling Wave Extension Period 4 (If Awarded)	
	Contract Year 8	Contract Year 9	Contract Year 10	Contract Year 11	Contract Year 12	Contract Year 13	Contract Year 14	Contract Year 15
Bidder to Fill In	\$	\$	\$	\$	\$	\$	\$	\$
Expand as Necessary	\$	\$	\$	\$	\$	\$	\$	\$

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CCC No./N° CCC - FMS No./N° VME

Table 15

Transition Out Period		
1 Apr. 2029 – 30 Sep. 2029	Firm Monthly all-inclusive Monthly Lot Prices (Minus Holdback)	Monthly Holdback Amount
Month 1	\$	\$
Month 2	\$	\$
Month 3	\$	\$
Month 4	\$	\$
Month 5	\$	\$
Month 6	\$	\$
Firm Price:		\$

or

Transition Out Period		
1 Apr. 2031 – 30 Sep. 2031	Firm Monthly Amount (Minus Holdback)	Monthly Holdback Amount
Month 1	\$	\$
Month 2	\$	\$
Month 3	\$	\$
Month 4	\$	\$
Month 5	\$	\$
Month 6	\$	\$
Firm Price:		\$

or

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CCC No./N° CCC - FMS No./N° VME

Transition Out Period		
1 Apr. 2033 – 30 Sep. 2033	Firm Monthly Amount (Minus Holdback)	Monthly Holdback Amount
Month 1	\$	\$
Month 2	\$	\$
Month 3	\$	\$
Month 4	\$	\$
Month 5	\$	\$
Month 6	\$	\$
Firm Price:		\$

or

Transition Out Period		
1 Apr. 2035 – 30 Sep. 2035	Firm Monthly Amount (Minus Holdback)	Monthly Holdback Amount
Month 1	\$	\$
Month 2	\$	\$
Month 3	\$	\$
Month 4	\$	\$
Month 5	\$	\$
Month 6	\$	\$
Firm Price:		\$

or

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Transition Out Period		
1 Apr. 2037 – 30 Sep. 2037	Firm Monthly Amount (Minus Holdback)	Monthly Holdback Amount
Month 1	\$	\$
Month 2	\$	\$
Month 3	\$	\$
Month 4	\$	\$
Month 5	\$	\$
Month 6	\$	\$
Firm Price:		\$

ANNEX C

Insurance Requirements Overview

C1. G2001C (2018-06-21) Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$75,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor must provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

C2. G2002C (2018-06-21) Errors and Omissions Liability

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$10,000,000 per loss and in the annual aggregate, inclusive of defence Costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

C3. G2020C (2018-06-21) Automobile Liability Insurance:

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - e. OPCF/ SEF/ QEF #3 - Drive Government Automobiles Endorsement
 - f. OPCF/ SEF/ QEF #6a - Permission to Carry Passengers for Compensation or Hire
 - g. PCF/ SEF/ QEF #6c - Public Passenger Vehicles Endorsement

- h. Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27
- i. OPCF/ SEF/ NBEF #44 or #44R - Family Protection Endorsement - Private Passenger Vehicles

C4. G2030C (2018-06-21) Aviation Liability Insurance

1. The Contractor must obtain Aviation Liability Insurance for Bodily Injury (including passenger Bodily Injury) and Property Damage, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$50,000,000 per accident or occurrence and in the annual aggregate.
2. The Aviation Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Notice of Cancellation: The Contractor must provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - c. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - e. Employees and, where applicable, Volunteers must be included as Additional Insured.
 - f. Aviation Passenger Liability and inclusive Medical Payments: If sub-limits are applicable to Contractor's policy conforming to international carriage agreements or otherwise, such sub-limits must in any event be, not less than, \$300,000 per person. The per accident limit should be no less than \$300,000 multiplied by the number of passengers.
 - g. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - h. Employers Liability (unless we have confirmation that all employees are covered by Worker's compensation WSIB or similar program)
 - i. Hangarkeeper's Liability: To cover loss of and/or damage to aircraft on the ground in the care, custody or control of the Contractor.
 - j. Non-owned Aircraft Liability: To protect the Contractor for liabilities arising from its use of aircraft owned by other parties including Canada.
 - k. Permission to Transport Hazardous Goods. The Insured must also obtain all the applicable provincial or federal permission to transport hazardous material in addition to this endorsement.
 - l. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s. 1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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

C5. G2040C (2018-06-21) Environmental Impairment Liability Insurance

1. The Contractor must obtain Contractors Pollution Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$25,000,000 per accident or occurrence and in the annual aggregate.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The Contractors Pollution Liability Insurance policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Notice of Cancellation: The Contractor must provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - c. Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
 - f. Storage Tank Third-Party Liability - The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below ground). Coverage must include corrective action and clean-up due to releases from storage tanks.
 - g. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would,

but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:
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C6. G3001C (2018-06-21) All Risk Property Insurance

The Contractor must obtain All Risks Property insurance while the Government Property is under its care, custody or control, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$75,000,000. The Government's Property must be insured on Replacement Cost basis.

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

ANNEX D

Inuit Benefit Requirements

D1. OBJECTIVE

The objectives of the North Warning System (NWS) Inuit Benefit (IB) requirements are to establish long-term, sustainable and meaningful economic benefits for Inuit Beneficiaries and Inuit firms/Inuit-owned Companies for all three applicable Comprehensive Land Claim regions. Specifically, the North Warning System Inuit Benefits Program aims to meet these objectives through, training, skills development, and mentorship for Inuit Beneficiaries across all levels of employment across the North Warning System (NWS), as well for the inclusion of sub-contracting opportunities of Inuit firms/Inuit owned Companies for increased participation in business opportunities for NWS good and service requirements.

The Contractor must comply with the applicable Comprehensive Land Claims Agreements and associated directives, including the Directive on Government Contracts, Including Real Property Leases, in the Nunavut Settlement Area.

The Contractor must also comply with the 1992 Inuvialuit - DND Co-operation Agreement where applicable.

D2. DEFINITIONS

The following definitions apply:

- D2.1 Inuit Beneficiary (IB). Means an individual who is registered and enrolled with either i) Inuvialuit Regional Corporation (IRC); ii) Nunavut Tunngavik Incorporated (NTI); and iii) Nunatsiavut Government (NG) Land Claim Area
- D2.2 Inuit Benefit (IBs): means the percentage and/or value to be received by Inuit Beneficiaries or Inuit firms/Inuit owned Companies excluding the amounts of any grants, subsidy, contribution, or other similar payments made by any governmental authority in support of the delivery of the said value must have been clearly and demonstrably brought about as a result of the carrying out of the Work. The Inuit Benefit must not be one that would have been entered into without the Work as described in this Contract and which are achieved and satisfy the CLCAs, the DND/Inuvialuit Regional Corporation Agreement and the Directive on Government Contracts Including Real Property Leases in the Nunavut Settlement Area (where applicable for the said Land Claims Area). The Inuit Benefit value shall not be used more than once
- D2.3 Inuit Benefit (IBs) Commitment: means the Inuit Benefits which must be derived and achieved by the Contractor from the Firm Fixed Price portion (excluding Task Authorizations, all activities carried out using ITDP funds, profits and taxes) of the Work in each Contract Year.
- D2.4 Inuit Benefits on Task Authorizations (TAs) means those Inuit Benefits - achieved through TA Work.
- D2.5 Inuit firm/Inuit owned Company Subcontractors means : Inuit Firm and Inuit owned Company Subcontractors will have the same meaning as "Inuit firm" as provided in the Nunavut Land Claims Agreement, "Inuit Business" as provided in the Labrador Inuit Land Claims Agreement and "Inuvialuit business, "Inuvialuit companies" as provided in the Inuvialuit Final Agreement and the Inuvialuit Business List.

-
- D2.6 Inuit firm/Inuit owned Company Subcontractor Costs means those Costs associated with Work placed with an Inuit firm or Inuit owned Company Subcontractor and those Costs (limited to direct Costs, overhead, and profit) paid to such Inuit Firm or Inuit owned Company Subcontractors but does not include bonuses, lump sum payments, management incentive payments or severance payments.
- D2.7 Inuit firm Register (IFR) means: The Nunavut Inuit Firm Registry <http://inuitfirm.tunngavik.com>; the Inuvialuit Business List; <https://www.irc.inuvialuit.com/business/inuvialuit-business-list-ibl> and the Nunatsiavut Business Directory - <https://business.nunatsiavut.com/business-directory/>
- D2.8 Inuit Training and Development Program (ITDP) means the proposed and approved Inuit training and development program.
- D2.9 Comprehensive Land Claim Agreement (CLCA) means the Inuvialuit Final Agreement; Nunavut Land Claims Agreement; or the Labrador Inuit Land Claims Agreement, as the context requires and Comprehensive Land Claim Agreements (CLCAs) means one or more of them, as the context requires.
- D2.10 Cooperation Agreement between Inuvialuit Regional Corporation (IRC) and DND means the agreement between the IRC and the DND regarding participation of the Inuvialuit in the activities occurring on NWS sites in the Inuvialuit Settlement Region.
- D2.11 Task Authorizations means Work that is within the scope of the Contract; however, the precise requirements (scope, frequency etc.) cannot be pre-determined and those Costs are excluded from the Contract price.
- D2.12 Land Claims Authority (LCA) means:
- i. For the Inuvialuit Final Agreement, the Inuvialuit Regional Corporation;
 - ii. For the Nunavut Land Claims Agreement, Nunavut Tunngavik Incorporated;
 - iii. For the Labrador Inuit Land Claims Agreement, the Nunatsiavut Government; and
 - iv. Land Claims Authorities (LCAs) means one or more LCA, as the context requires.
- D2.13 Manager means a Contractors employee who oversees and is accountable for the activities of five or more Contractors employees, and has financial management responsibilities, and includes manager trainees.
- D2.14 Mandatory Inuit Benefit Requirements (MIBR) means those Inuit Benefits which must be achieved by the Contractor in each Contract Year as fully described herein.
- D2.15 Directive on Government Contracts, Including Real Property Leases, in the Nunavut Settlement Area means obligations to be fulfilled under Article 24 of the Nunavut Agreement as fully detailed at <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32610>
- D2.16 Salary or Salaries means those direct wages paid to full-time or permanent part-time employees of the Contractor, (includes non-Inuit subcontracted labour) employed under the Firm Fixed Price for the purposes of the Work under the Contract and includes benefits (including but not limited to health, pension, and vacation) paid to such employees but does not include bonuses, lump sum payments, management incentive payments or severance payments. All Inuit firm/Inuit owned Company Subcontractor labour Costs are to be reported under MIBR-3.

D2.17 Supervisor means a Contractor employee who oversees and is accountable for the activities of two or more Contractor employees. This definition includes Supervisor trainees.

D2.18 Temporary Worker means an individual engaged for a specifically defined task and/or specifically defined period.

D2.19 Total Contract Price means the Firm Fixed Price amount stated in Annex B, Basis of Payment to be payable to the Contractor for the Work.

D3 SCOPE

D3.1 The NWS provides a significant economic stimulus across the Arctic, and the NWS Contractor plays a key role in contributing to this stimulus.

D3.2 The Contract contains Mandatory Inuit Benefit Requirements (MIBRs) which must be achieved in each Contract Year. MRIBs are assessed at the end of each Contract Year.

D4. INUIT BENEFIT GOVERNANCE

D4.1 All elements of the Inuit Benefit Requirements will take direction from the Inuit Benefits Plan (IBP), designed to provide the necessary support architecture for the Inuit Benefits Program.

D4.1.1 Prepare and Implement the Inuit Benefits Plan

The Contractor must demonstrate that a current plan is in place yearly and is being actively managed. Implementation of the IB plan results in achieving, at a minimum, the mandatory IB requirements 100 % of the time.

- 1) The Contractor must document the Contractor's engagements, measures and procedures taken to meeting or exceeding the mandatory IB in this contract as follows:
 - Introduction / Context
 - Proposed Approach / Methodology;
 - Workforce Analysis (current workforce, retention/attrition and other technical considerations);
 - Analysis of Environment (pool of candidates, education levels, ages and other considerations for employment);
 - Program Design (see below);
 - Program Support Structure (outline training program to meet IB targets, the ITDP training plans; identify and develop training intake requirements, based on IB targets, retention rates and success rates.
- 2) List of specific positions and categories that will be staffed by Inuit;
- 3) Description, hours, and duration of the work to be carried out for each position proposed to be staffed by Inuit beneficiaries;
- 4) Strategies for the recruitment and retention and successful planning of Inuit employees included in this contract for Firm Fixed Price positions, particularly those for supervisory and management positions;
- 5) Strategies for the recruitment of temporary Inuit employees from within the land claim regions included in this contract for Firm Fixed Price work;
- 6) What role, if any, the Inuit Training and Development Program, further detailed in Section 7 of this Annex D, will play in assisting the Contractor in

-
- meeting its MIBRs, including the opportunity for skills development and experience to be gained;
7. Strategies for the procurement of goods and services from Inuit firms/Inuit owned Company Subcontractors broken down by each CLCA's included in this contract.
 8. A description of how the Contractor will engage and work with communities and outside organizations that have experience or mandates in various aspects of contracting, education, skills development and job training with Inuit Beneficiaries or IOC, which may include agencies such as:
 - a. Economic Development and Transportation (Government of Nunavut);
 - b. Nunavut Arctic College/NAC (Government of Nunavut);
 - c. Indigenous Services Canada (ISC) and/or Crown-Indigenous Relations and Northern Affairs Canada (CIRNA) (Government of Canada);
 - d. CAN-NOR (Government of Canada);
 - e. Employment and Social Development Canada (Government of Canada);
 - f. Kakivak Association
 - g. Kivalliq Partners in Development
 - h. Kitikmeot Inuit Association
 - i. Inuvialuit Regional Corporation
 - j. Nunatsiavut Government
 - k. Tungasuvvingat Inuit
 - l. Nunavut Arctic College
 - m. Aurora College
 - n. College of the North Atlantic
 - o. Algonquin College
 - p. Inuit Tapiriit Kanatami
- D4.1.2. The Contractor must include risks analysis and mitigation strategies associated with achieving the MIBRs for the duration of the Contract. The plan must include as an Annex a detailed program for the current Contract Year which details specific targets to meet or exceed the required Inuit benefits, including, but not limited to, targets for; hiring of new permanent Inuit employees, and retention of existing Inuit employees to ensure that the mandatory required Inuit workforce is maintained.
- D4.1.3 The Contractor must update and implement on a quarterly and annual basis the Inuit Benefits Plan, Inuit Employment Plan and the Subcontracting Plan. The plan is to be reviewed and updated at a minimum annually within 15 business days of the start of the I Contract Year. The update is to specifically, at a minimum, include the annual sub plan for the current Contract Year. Starting in year 2, and for each year thereafter, preparation of the annual Inuit Benefit Plan, Inuit Employment Plan is to include a narrative on the success of the previous year's plan, lessons learned, and how those lessons learned are incorporated into the current year's Plans. The Inuit Employment Plan must assess the current human resources (HR) capacity divided by work function; forecast Inuit employment requirements, taking into consideration projected retention and attrition rates; develop talent and recruitment strategies and review and evaluate whether goals were met.
- Submit quarterly and annual Inuit Benefits reports in accordance with the transaction tables identified in section 9. The reports are to be submitted within 15 days following end of quarter. The quarterly reports are to include a year to date variance on targets detailed in the program. Where targets are not being met, the

report is to include a corrective action plan to ensure the annual program meets its intended objectives. The quarterly and annual reports must contain, at a minimum, the following:

- 1) FFP performed by Inuit Beneficiaries who are Permanent Employees:
 - a. Name;
 - b. Beneficiary Number (per the Inuvialuit, Nunavut and Nunatsiavut Government enrollment list);
 - c. Registry Group (Inuvialuit, Nunavut or Nunatsiavut);
 - d. Hours worked;
 - e. Salaries Paid; and
 - f. Benefits Paid.
- 2) FFP performed by Inuit Beneficiaries who are Temporary Workers:
 - a. Name;
 - b. Beneficiary Number (per the Inuvialuit, Nunavut and Nunatsiavut Government enrollment list);
 - c. Registry Group (Inuvialuit, Nunavut or Nunatsiavut);
 - d. Hours worked;
 - e. Salaries Paid; and
 - f. Benefits Paid.
- 3) Inuit firm/Inuit owned Company Subcontractors:
 - a. Name of Inuit firm/Inuit owned Company Subcontractor and Inuit Firm Register number; amounts, description of goods and cross link to SOW Section
 - b. Beneficiary Number (per the Inuvialuit, Nunavut and Nunatsiavut Government enrollment list) of employees performing the work;
 - c. Registry Group (Inuvialuit, Nunavut or Nunatsiavut);
 - d. Value of billed services less Profits and Taxes;

D4.2 High level co-management and oversight of the Inuit Benefits achievements described in this plan will be provided by the Inuit Benefit Requirements Oversight Committee (IBROC). IBROC will be co-chaired by DND and an LCA representative (position will rotate yearly between the 3 CLCAs) and the IBROC composition will include standing membership from the Department of National Defence (DND), Public Services and Procurement Canada (PSPC), Crown Indigenous Relations and Northern Affairs (CIRNA), Innovation, Science and Economic Development Canada (ISED) and Designated Inuit Organization or designated representatives from all three Land Claims. The IBROC will have the mandate to initiate sub-working groups, receive reports, analyze challenges, and work together to maximize the Inuit Benefits under the Contract.

D4.3 Reports and assessments the IBROC may choose to commission include but are not limited to the NWS Inuit Benefit requirements needs assessments, employment and skills assessments, regional employment and skills gaps assessments. The IBROC will also take a role in the oversight of Contractor training and development metrics. Considerations will include ensuring minimal overlap between already existing regional and North Warning System training programs as well as creating value for the Land Claim Areas by linking skills and employment training to the output of assessments performed.

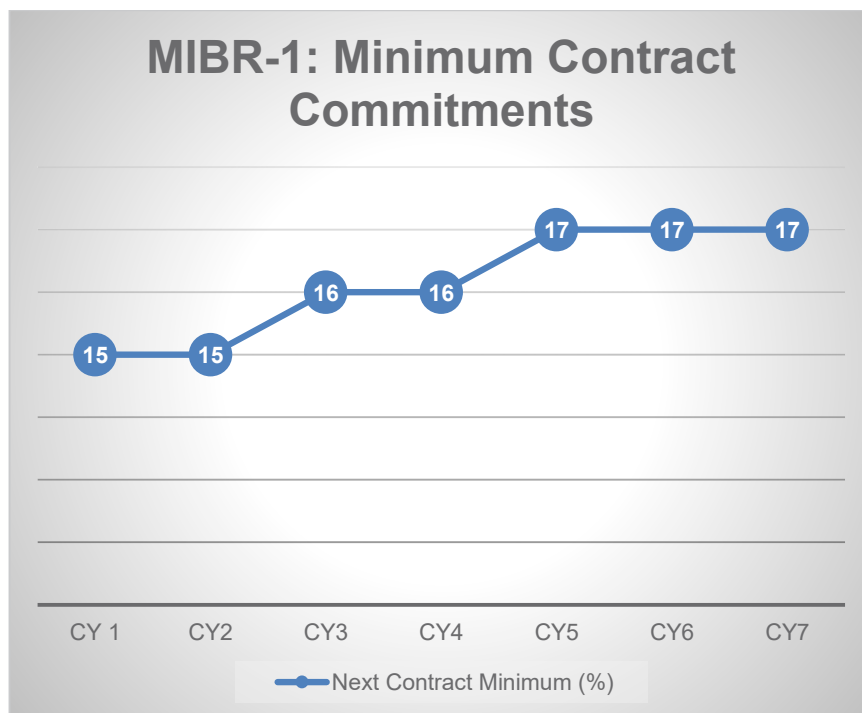
D4.4 The IBROC will meet at a minimum annually with each Designated Inuit Organization or designated representatives from all three Land Claims to review progress towards employment creation within the regions.

D5. MANDATORY INUIT BENEFIT REQUIREMENTS (MIBRs)

For each Contract Year the Contractor must, for that Year:

D5.1 MIBR-1: Meet the IB Contract Commitment which is equivalent to fifteen percent (15%) of the Total Contract Price in Year 1 increasing by one percent (1%) every 2 Contract Years in the first 7 years of the contract. This would require IB Contract commitments of sixteen percent (16%) in Contract Year 3 (excluding Task Authorizations, profit and taxes) and seventeen percent (17%) in contract year 5 and (excluding Task Authorizations, all activities carried out using ITDP funds, profits and taxes).

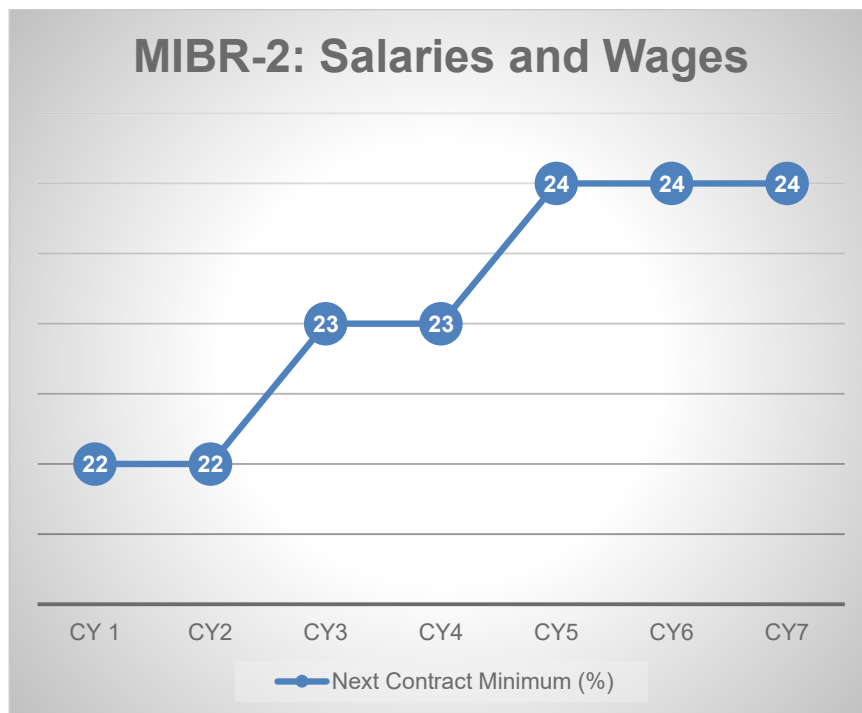
Note: Should a Bidder's proposal put forward higher percentages than those described above: Meet the IB Contract Commitment which is equivalent to the percentage proposed by the Bidder increasing by 1% every 2 Contract Years in the first 5 years of the contract This would require IB Contract commitments of Bidder proposed percentage plus 1% in Contract Year 3 (excluding Task Authorizations, profit and taxes) and Bidder proposed percentage plus 2% in Contract Year 5 (excluding Task Authorizations, all activities carried out using ITD Program funds, profits and taxes).



D5.2 MIBR-2: Pay at least twenty-two percent (22%) (excluding Work performed on Task Authorizations, labour activities carried out using ITDP funds, Inuit firm/Inuit owned Company Subcontractor labour Costs reported under MIBR-3, profits and taxes) of the total salaries and wages paid to full time/part time employees conducting work under the Contract, to Inuit

Beneficiary employees for Contract Year 1 increasing by one percent (1%) every 2 Contract years in the first 5 years of the contract. This would require commitments of twenty three percent (23%) in Contract Year 3 and twenty four percent (24%) in contract year 5;

NOTE: Should a Bidder's proposal put forward higher percentages than those described above: Pay at least Bidder's proposed percentage excluding Work performed on Task Authorizations, labour activities carried out using ITDP funds, Inuit firm/Inuit owned Company subcontractor labour Costs reported under MIBR-3, profits and taxes of the total salaries and wages paid to full time/part time employees conducting work under the Contract, to Inuit Beneficiary employees for Contract Year 1 increasing by one percent (1%) every 2 Contract years in the first 5 years of the contract. This would require commitments of Bidder's proposed percentage plus 1% in Contract Year 3 and Bidder's proposed percentage plus 2% in contract year 5.



D5.3 MIBR-3: The Contractor commits to maximize the use of Inuit firms/Inuit owned Company subcontractors to meet the requirements under the Contract. The Contractor commits to pay at least \$ (TBD based on Bidder's proposal) and expressed as %, to Inuit firm/IOC Subcontractors performing Work under the Contract in the Nunavut Settlement Region; pay at least \$, and expressed as % to Inuit firm/IOC Subcontractors performing Work under the Contract in the Inuvialuit Region and \$ and expressed as % to Inuit firm/IOC subcontractors in the Nunatsiavut Region. The \$ and resulting percentages will be based on actual Costs which have been paid in a Contract Year to the Contractor's first tier Inuit Firm/Inuit owned Company Subcontractor(s) for Work executed under the Contract (excluding Work performed under Task Authorizations, all activities carried out using ITDP funds, labour claims under MIBR-2, profits and taxes) by the first tier Inuit Firm/IOC Subcontractor, on a percentage basis, in the calculation of IB Contract commitments, provided that the Work has been delivered and accepted in accordance with the Contract in that Year. Contract work executed

by entities other than the first tier Inuit firm/IOC Subcontractors (i.e. through a further subcontract, a services contract with a third party or other arrangement) are excluded from the calculation of IB contract commitments.

NOTE: If the Contactor is proposing to use an Inuit firm/Inuit owned Company Subcontractor from one settlement region to conduct Work in another settlement region, a detailed explanation must be provided to explain why this is being proposed.

The Contractor must ensure at all times during the period of the contract, the Inuit firm/Inuit owned Company Sub-contractor be in good standing on the Inuit firm registries.

Canada retains the right to confirm or verify at any time the Inuit firm/Inuit owned Company Sub-contractor status on the applicable registries.

D5.4 MIBR-4: Employ at least four (4) Inuit Beneficiaries in a Supervisor or Manager position and maintain throughout the term of the contract increasing by 1 every 2 contract years in the first 5 years of the contract. This would require 5 Supervisors or Managers in Contract year 3 and 6 Supervisors or Managers in contract year 5;

D5.5 MIBR-5: Develop and manage an Inuit Training and Development Program that is focused on all levels of employment across the NWS.

D6. CALCULATING THE INUIT BENEFITS FOR TASK AUTHORIZATIONS ON TASK AUTHORIZATION/ADDITIONAL WORK REQUESTS (IB TAs).

D6.1 Due to uncertainty in the NWS TA program from year to year, there is no mandatory minimum percentage IB TAs required. However, the Contractor must make every reasonable effort to maximize IB achievements in the TAs portion of the Contract in accordance with the requirements of each of the CLCAs; the Treasury Board Directive on Government Contracts, Including Real Property Leases, in the Nunavut Settlement Area; and the Co-operation Agreement between the Inuvialuit Regional Corporation and the Department of National Defence Concerning the Operation and Maintenance of the North Warning System.

Wages paid to Temporary Worker Inuit Beneficiaries in a Contract Year who are hired solely for TA/AWR Work execution (excluding profits and taxes) are not to be counted against the MIBR commitments.

D6.2 Actual Costs which have been paid by the Contractor in a Contract Year pursuant to IBs and Inuit firm/IOC Subcontractors for TA Work must be reported by the Contractor and must be included, in the calculation of IBs TA in accordance with Transaction Table 9.2.4 below in this Annex D provided that the TA Work has been delivered and accepted in accordance with the Contract or TA Task Authorization, as applicable.

D7. PREPARE AND IMPLEMENT ANNUAL INUIT TRAINING AND DEVELOPMENT PROGRAM

D7.1 The Contractor must update, manage and implement an Annual Inuit Training and Development Program (ITDP) which must actively recruit, develop and train Inuit Beneficiaries for employment on the NWS and foster IB employee-retention and skills development for Inuit Beneficiaries at all levels.

D7.2 The ITDP must explain the Contractor's methods and approaches to implementing the ITDP in conjunction with the Inuit Benefit Plan in Section at D4 in this Annex D. The plan must include an Annex with its proposed training plan outlook beginning 1 April of each Contract year.

- details on the type of training being offered and how it is relevant to positions across the NWS;
- total number of Inuit training hours proposed per trainee, broken down by on-the-job training, apprenticeship programs, pre-professional programs; college programs; and in-house training skills development ; pre-requisites, abilities, aptitude and desire to succeed, duration of training; estimated cost of the training per trainee;
- the number of Inuit to be trained
- how the Inuit Beneficiaries will be managed and the capacity of the Contractor's staff to supervise, monitor, support and coordinate trainees; (tutoring/internal peer mentorship initiatives)
- details of relationships the Contractor might have with educational institutions/organization;
- Sponsorships/Partnerships initiatives;
- the skills the training will develop, IB education development initiatives, strategies and commitments for retaining Inuit Beneficiaries who have completed training;

D7.3 In support of these objectives, Canada will provide the Contractor with ITDP funds up to \$2.5M in annual funding for approved (as per Section D7.5 below) ITDP activities in each Contract Year. Activities carried out by the Contractor using ITDP funds must be excluded from all the MIBR IB Contract calculations.

D7.4 ITDP cost claims submitted by the Contractor must be approved by the Contracting Authority in accordance with Contract Cost Principles 1031-2, and may include Costs such as:

- D7.4.1 Direct wages paid to IB trainees who are part-time for the purposes of training and are not included in the Firm Fixed portion of the Contract price.
- D7.4.2 Transportation and accommodation (if required) for the IB trainees to and from learning institutions;
- D7.4.3 Tuition fees;
- D7.4.4 Core business training activities (those that are covered by Course Training Standards;
- D7.4.5 Recruitment activities;
- D7.4.6 Professional association fees for IB trainee or IB student members;
- D7.4.7 Costs associated with personal development for Inuit Beneficiaries (whether full-time or part-time Workers); and
- D7.4.8 Cultural Awareness Training;
- D7.4.9 Scholarships - \$7500 per region/year in new scholarships for Inuit Beneficiaries registered with the Nunatsiavut, Nunavut and Inuvialuit Settlement regions pursuing full time post-secondary education.
- D7.4.10 Other initiatives proposed by the Contractor and approved by Canada which clearly demonstrate a direct Inuit Benefit under the guidelines of the ITDP Plan.
- D7.4.11 Update and submit for approval by Canada an Annual Inuit Training and Development Program Plan containing the elements detailed below. The

Contractor must review the ITDP Plan and must update it a minimum annually within 15 business days of the start of the Contract Year. The update is to specifically, at a minimum, include the annual program for the current Contract Year. Starting in Contract year 2, and for each Contract Year thereafter, preparation of the annual program is to include a narrative on the success of the previous Contract year's program, lessons learned, and how those lessons learned are incorporated into the current Contract year's program.

Submit quarterly and annual Inuit Training and Development Program reports. The reports are to be submitted within 15 days following end of quarter/Contract Year. The quarterly reports are to include a year to date variance on targets detailed in the program. Where targets are not being met, the report is to include a corrective action plan to ensure the annual program meets its intended objectives.

The quarterly and annual report must contain program Costs identified in section 7 broken down by Land Claim Region, and also must include the following:

- a. Name;
- b. Inuit Beneficiary Number (per the Inuvialuit, Nunavut and Nunatsiavut Government enrollment list);
- c. Registry Group (Inuvialuit, Nunavut or Nunatsiavut);
- d. Total training hours;
- e. Direct wages paid to IB Trainees who are part time for the purposes of training and are not included in the Contract Price; and
- f. Inuit Benefits Paid.
- g. individual Inuit Training and Development training plans for all IB trainees. All updates or changes must be accompanied with i) a summary of the progress made against each approved individual training plan; ii) breakdown of number of approved training hours, by Trainee, iii) a breakdown of number of hours, by Trainee, being claimed, iv) a breakdown of classroom and on-the-job training hours including specific courses completed, by Trainee, and v) any other pertinent information required to enable Canada to evaluate the progress of the Work.

The NWS Technical Authority reserves the right to have the Contractor amend the format and contents of the reports at any time.

D8. FAILURE TO ACHIEVE MANDATORY INUIT BENEFIT REQUIREMENTS

D8.1 The Contractor must achieve the Mandatory Inuit Benefit Requirements as set forth in this Contract.

D8.2 If the Contractor fails to achieve the Mandatory Inuit Benefit Requirements in any Contract Year, Canada may deem the Contractor to be in default under this Contract, or, at Canada's sole discretion, permit the Contractor to submit a proposal pursuant to which the Contractor proposes alternative means to achieve Canada's objectives for the North. The acceptance by Canada of any proposal will be at the sole discretion of Canada and Canada may reject a proposal at its discretion. Acceptance of a proposal by Canada in one Contract Year does not guarantee acceptance of a proposal for any other Contract Year. Further, the proposal must fulfill all of its requirements within two (2) months of the end of the Contract Year in which the Contractor failed to meet the Mandatory Inuit Benefit Requirements.

Solicitation No. - N° de l'invitation
W8485-157352/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
005NX

Client Ref. No. - N° de réf. du client
W8485-157352

File No. - N° du dossier
005NX.W8485-157352

CCC No./N° CCC - FMS No./N° VME

D9. ANNUAL ASSESSMENT:

D9.1 Canada will carry out an annual assessment of the Inuit Benefits achieved by the Contractor compared against the Contractor's Inuit Benefits Plan and sub-plans. The assessment will compare the Inuit Benefits forecasted in each commitment against actual results accomplished by the Contractor and will assess the quality of the Inuit Benefit. The Contractor must provide sufficient information in each Transaction Table below on what was actually accomplished, by the Contractor, the dollar value and percentages the delivery of their contractual obligations with respect to the MIBRs. All reports must be broken by each CLCA Region. The NWS Technical Authority reserves the right to have the Contractor amend the format and contents of the reports at any time.

Solicitation No. - N° de l'invitation
W8485-157352/C
Client Ref. No. - N° de réf. du client
W8485-157352

Amd. No. - N° de la modif.
005NX
File No. - N° du dossier
005NX.W8485-157352

Buyer ID - Id de l'acheteur
005NX

CCC No./N° CCC - FMS No./N° VME

D9.2 MIBR-1

Transaction Table			
The Contractor must prepare a SUMMARY Transaction Table, for the Mandatory Inuit Benefit Requirements as specified below, broken down per CLCA settlement region, expressed as dollars and percentages, minus the Contractor's profits.			
Benefit		Contract Year IB Price Achieved	Contract Year IB Percentage Achieved
Summary of Firm IB Commitments (Dollars/%s) : Totals (a) + (b) + (c)	MIBR-1	\$	%
(a) Inuit Employment:	MIBR-2&4		
Nunavut Settlement Region		\$0.00	%
Inuvialuit Settlement Region		\$0.00	%
Labrador (Nunatsiavut) Settlement Region		\$0.00	%
TOTAL for (a) Inuit Employment:		<u>\$0.00</u>	%
(b) Inuit firms/Inuit owned Company Subcontractors:	MIBR-3		
Nunavut Settlement Region		\$0.00	%
Inuvialuit Settlement Region		\$0.00	%
Labrador (Nunatsiavut) Settlement Region		\$0.00	%
TOTAL for (b) IF/IOC Subcontractors:		<u>\$0.00</u>	%
(c) Other Proposed Criteria:			
Nunavut Settlement Region		\$0.00	%
Inuvialuit Settlement Region		\$0.00	%
Labrador (Nunatsiavut) Settlement Region		\$0.00	%
TOTALS for (c) Other:		<u>\$0.00</u>	%

Solicitation No. - N° de l'invitation
W8485-157352/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
005NX

Client Ref. No. - N° de réf. du client
W8485-157352

File No. - N° du dossier
005NX.W8485-157352

CCC No./N° CCC - FMS No./N° VME

D9.2.2 MIBR 2&4 Inuit Employment

The Contractor must report on its employment of Inuit labour under this Contract during the reportable time period of 1 April to 31 March for each Contract Year. The Contractor must complete the Transaction Table below and return to Canada no later than 15 July; 15 October; 15 January and 15 April for each Contract Year.

MIBR-2 and MIBR-4 Transaction Table

Provide the summary for IBs expressed as dollars for total labour, excluding Contractor's profits. The summary percentage will be calculated by the summation of the IIB labour (minus the labour provided for in the IF/IOC MIBR-3) divided by all non-Inuit labour (including all subcontracted labour). MIBR-4 - Supervisory or Management positions must clearly be identified in the Labour List.

Work Location	Position/ Job Title	Total Hours	Non Inuit Labour (including subcontracted labour)	Inuit Labour	Land Claim Region (Registry Group)	Beneficiary Number	Emp't Benefits	Total Labour	MIBR-4
CMO- Ottawa	Position		\$	\$			%	\$	
	Expand as necessary								
North Bay - Ontario	Position								
	Expand as necessary								
System Control Centre	Position								
	Expand as necessary								
SCC Monitoring	Position								
	Expand as necessary								
LSS Inuvik	Position								
	Expand as necessary								
LSS Iqaluit	Position								
	Expand as necessary								
LSS Cambridge Bay	Position								
	Expand as necessary								
LSS Hall Beach	Position								
	Expand as necessary								
LSS Goose Bay	Position								
	Expand as necessary								
Total Inuit Labour								\$	
Total Non-Inuit Labour								\$	
Percentage								%	

Solicitation No. - N° de l'invitation
W8485-157352/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
005NX

Client Ref. No. - N° de réf. du client
W8485-157352

File No. - N° du dossier
005NX.W8485-157352

CCC No./N° CCC - FMS No./N° VME

D9.2.3 Inuit Training and Development Program

The Contractor must report on ITDP (including but not limited to on-the-job training) and skills development for Inuit Beneficiaries under this Contract during the reportable time period of 1 April to 31 March for each Contract Year. The Contractor must complete the Transaction Table below and return to Canada no later than 15 July; 15 October; 15 January and 15 April in each Contract Year.

Name of Inuit Trainee	Land Claim Region	Beneficiary Number	Training Type	Total Training Hours	Total Dollar Value Paid (Excluding Profit and Taxes)

Solicitation No. - N° de l'invitation
W8485-157352/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
005NX

Client Ref. No. - N° de réf. du client
W8485-157352

File No. - N° du dossier
005NX.W8485-157352

CCC No./N° CCC - FMS No./N° VME

D9.2.4 Inuit Benefits Allocation for Task Authorizations (Inuit Beneficiaries / Inuit firm/IOC Subcontractors)

In addition to the Task Authorizations reporting required by the Contractor under Annex E, Section E3, the Contractor must report on Inuit Benefits achieved on Task Authorizations under this Contract during the reportable time period of 1 April to 31 March in each Contract Year. All dollar value paid must exclude the Contractor's Profits.

Name of Inuit Beneficiary / Name of Inuit Firm/Inuit owned Company	Land Claim Region	Inuit Beneficiary Number / Business Number	Task authorization No.	Total Dollar Value Paid (Excluding Taxes)	Total % of TA Value

D10.0 VERIFICATION AND ACCESS TO RECORDS/ACCOUNTS

D10.1 Canada reserves the right to secure, at its sole discretion, an independent third party to audit and verify the Inuit Benefits achieved by the Contractor as reported by the Contractor annually.

The provisions of General Conditions 2035 apply to the Contractor's MIBR records and accounts.

2035 31 (2014-09-25) Accounts and audit

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

ANNEX E

Task Authorization (TA)

E1. GENERAL

- E1.1 The Task Authorization (TA) Work to be performed under this Contract will be called up on an "as and when requested basis" using a Task Authorization.
- E1.2 The effort required for the preparation, management and oversight of Task Authorizations and the Work by the Contractor is work already defined in the Sections of the SOW and must not be included by the Contractor in the cost of the Task Authorization.
- E1.3 Task Authorizations will only be authorized on a DND 626, Requisition of a Contract, and shall be executed by the Procurement Authority and (subject to Section E2.2) the Contracting Authority.
- E1.4 Should Canada decide to proceed with the Work as described in a Task Authorization, a DND 626 Form will be executed by the Procurement Authority and (subject to Section E2.2) the Contracting Authority and issued to the Contractor. The Contractor must sign and return an acknowledgement copy of the DND 626 Form to the Procurement Authority and/or the Contracting Authority, as applicable prior to performing the Work under the Task Authorization.
- E1.5 In the event that Canada and the Contractor cannot agree on a Task Authorization, Canada reserves the right to engage third parties to implement the required Work.

E2. TASK AUTHORIZATION PROCESS

- E2.1 The following process will be utilized to review and approve any request for Work and the associated Task Authorization approval.

For Specific Task Authorizations

- a. The Contractor must provide to the Procurement Authority:
 - i. a complete Statement of Work for the TA Work;
 - ii. a copy of the technical conformance certificate, signed by the Project Authority, certifying that the TA Work requirements are justified;
 - iii. a description which identifies the impact, if any, to other areas of the Work as a result of implementing the TA Work. If no impact will occur, the Contractor must provide a statement to this effect; and
 - iv. any other information which would reasonably be required for the Procurement and/or Contracting Authority to review the Contractor Statement of Work.
- b. The Procurement Authority will review the Contractor documents, and will advise the Contractor what portion of the work, if any, will be recommended as a Task Authorization and the anticipated basis of payment and/or procurement strategy. Based upon this, the Contractor must provide a fully priced proposal for the TA Work.
- c. The Contractor's price proposal must be submitted to the Procurement Authority with a copy to the Contracting Authority and must address, as a minimum, the following:

-
- i. background to the requirement describing the requirement in straight forward, non-technical language;
 - ii. previously completed phases of a similar project, if any;
 - iii. Price breakdown (labour category, hours of labour, labour rates, materials and equipment, Subcontracts Costs, travel and living Costs, transportation and taxes);
 - iv. a description of the complexity of the task, rated as high, medium or low risk, along with risk identification and risk mitigation strategies that have been developed and will not be used to either reduce the severity of the risk or the impact of the risk;
 - v. a list of all deliverables for the Work and firm delivery dates;
 - vi. a transportation plan and what GFE/GF Airlift are required;
 - vii. a logistics plan;
 - viii. a detailed schedule of the work with start and finish dates;
 - ix. a description of Inuit Benefits, if any, being provided by the Work;
 - x. If a Subcontractor is proposed, the Contractor must submit a request for approval of the Subcontractor as identified in General Conditions 2035 and must also include the as a minimum, the following:
 - 1. documentation evidencing bids solicited by the Contractor from a minimum of three (3) potential Subcontractors (or an explanation as to why this condition was not met);
 - 2. a narrative description of the bids received and the number of compliant bids;
 - 3. identification of the method of selection, (i.e. the lowest compliant proposal or best value) along with justification for best value and the methodology described in the solicitation; and
 - 4. in the event that only one Subcontractor is capable of doing the work, full justification of the reason for only one Subcontractor, certification that the price is considered fair and reasonable and a cost breakdown.
- d. Following submission of the price proposal, Canada and the Contractor will negotiate the final Work, including mutually agreeable labour content, start and finish dates, estimated amounts for materials and equipment, and estimated amounts for travel and living. Following conclusion of the negotiations, the Contractor must submit a final proposal, including the revised pricing for the Task Authorization for approval and acceptance by Canada.

E2.2 Task Authorization Limit

The Procurement Authority may authorize individual Task Authorizations up to a limit of \$100,000.00, applicable sales tax 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.

E2.3 Task Authorizations for the Yearly Omnibus Task Authorization

At the beginning of each Contract Year, an Omnibus Task Authorization will be generated for each of the items listed at Section 4.48.1 of the SOW:

The Contractor must submit a request for approval. The request must provide rationale and a detailed explanation as to why the existing equipment is to be replaced, required, repaired, or new equipment is being proposed, and must accompany a price proposal.

Transportation and Freight for the omnibus TA's. The Contractor must submit a request for approval for Transportation and associated services related to the movement of Government Furnished Equipment and Material.

All transportation and freight Costs are to be made by the most direct and economical means consistent with normal shipping practice, unless otherwise directed (as in the case when transportation Costs are part of the unit price). They are to be shown as a separate item on the request for approval.

E3. REPORTS:

- E3.1 The Contractor must compile and maintain records on its provision of services to Canada under authorized Task Authorizations issued under the Contract.
- E3.2 The Contractor must provide this information in accordance with the reporting requirements detailed below. If information is not available, the reason must be indicated. If no services were conducted during a given period, the Contractor must still provide a "NIL" report.
- E3.3 The information must be submitted by the Contractor on a quarterly basis to the Contracting Authority along with a copy to the Procurement Authority, no later than seven (7) calendar days after the end of the reporting period.
- E3.4 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.

E3.5 Reporting Requirement- Details:

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

- the authorized task number or task revision number(s);
- a title or a brief description of each authorized task;
- the total estimated cost specified in the authorized Task Authorization of each task, applicable taxes extra
- the total amount, applicable taxes extra, expended to date against each authorized task;
- a listing of all revisions, along with a description of each revision, the revised Costs; and consideration provided, if any.
- the start and completion date for each authorized task; and
- the active status of each authorized task, as applicable.
- the category of work.

ANNEX F

Performance Management Framework (PFMF)

F1 PURPOSE

This Contract covering the sustainment of the North Warning System is a highly complex program of work. To ensure sustainment of the North Warning System works in an aligned and collaborative manner, there is a need for performance monitoring and a set of remedies and rewards to incentivize performance that are open, constructive and positive. This Performance Management Framework establishes the mechanism for planning, monitoring and assessing the Contractor's performance with respect to the sustainment of the North Warning System.

F2 REWARDS AND REMEDIES

F2.1 General

The Rewards and Remedies in this Annex F are intended to incentivize the Contractor to achieve the contracted outcomes and to drive continuous improvement into the contractor's sustainment practices. Rewards and Remedies are assessed for eligibility by Canada and are based on the Contractor's measured performance as described in this Annex F.

F2.2 Rewards

F2.2.1 Extension Periods

Providing additional years as Extensions Periods are a means for Canada to extend the period of performance subject to the Contractor's measured performance meeting or exceeding the desired outcomes. The desired outcomes are the Strategic Performance Measures (SPMs), Key Performance Indicators (KPIs) and Performance Indicators (PIs) which will be used by Canada for determination of the Contractor's eligibility for a Rolling Wave Extension as described in Section F2.2.1.1, Section F3.0 and Section F5.0 of this Annex F.

F2.2.1.1 Rolling Wave Extension

The Rolling Wave Extension of two (2) cumulative Contract years per Rolling Wave Extension is the methodology in which Extension Year Rewards will be added to the Contract Term by Canada if the Rolling Wave Extension is earned by the Contractor. In practice, the Rolling Wave Extension is added to the end of the Contract Term if the Rolling Wave Extension is earned by the Contractor as described in Section F3.0 and F5.0 of this Annex F.

The Rolling Wave Extension will cease to be applied to the Contract Term in Contract Year 11. From, and after Contract Year 10, the Rolling Wave Extension will no longer apply to extend the Contract Term. As a result, the final end date of the Contract Term (ONLY if the Contract Term has been extended by the Contractor being rewarded by the application of the Rolling Wave Extensions) will be Contract Year 15 as described in Section F3.0 and F5.0 of this Annex F.

It is possible, however; that the Contract Term could be extended by Canada in its sole discretion after the Rolling Wave Extension has ceased to be applied as per the preceding paragraph. In this instance,

at Canada's sole discretion and option, the Performance Management System can be revived by Canada providing notice to the Contractor and re-establishing the Rolling Wave Extension as detailed in that Notice and subject to the terms of the Contract. The Rolling Wave Extension can be restored in full if Canada determines, in its sole discretion, and if there were no Contractor Performance issues that caused Rolling Wave Extensions to not be awarded to the Contractor by Canada in the past. In this case, this Annex F will continue to apply.

F2.2.2 Financial Reward

Providing a Financial Reward on a yearly basis is a means for Canada to reward Contractor behavior and performance subject to the Contractor's measured performance meeting or exceeding the desired outcomes. The desired outcomes are the Strategic Performance Measures (SPMs), Key Performance Indicators (KPIs) and Performance Indicators (PIs) which will be used by Canada for determination of the Contractor's eligibility for a Financial Reward as described in Section F3.0 and F5.0 of this Annex F.

Should the Contract Term be extended by Canada in its sole discretion as described in Section F2.2.1.1 to this Annex F, the Performance Management System can be revived by Canada providing notice to the Contractor and re-establishing the Financial Reward as detailed in that Notice and subject to the terms of the Contract. The Financial Reward can be restored in full if Canada determines, in its sole discretion, and if there were no Contractor Performance issues that caused Financial Rewards to not be awarded to the Contractor by Canada in the past. In this case, this Annex F will continue to apply

F2.2.2.1 Financial Reward Amount

The maximum yearly Financial Reward is determined as 2% of the yearly FFP for that year.

F2.3 Remedies

F2.3.1 General

All of the Remedies noted in this Section F2.3 are in addition to all the Remedies Canada has under the Contract including, but not limited to, the remedies under General Conditions 2035 (2020-05-28) Higher Complexity Services.

F2.3.2 Standard Holdbacks

Payments to the Contractor under this Contract are subject to a 10% Standard Holdback on every progress payment and task authorization payment. These Standard Holdbacks will simplify the end-year holdback calculations for Work not performed and will be releasable by Canada after Canada performs a yearly verification of Work completed by the Contractor in that Fiscal Year, and, provided the Work has been demonstrably completed as planned and as required. Canada will release the Standard Holdback in accordance with the Method of Payment identified in the Articles of Agreement.

F2.3.3 Reduction in Scope of Work

Canada has the right to reduce the Contracted scope of Work and the associated Basis of Payment as a Remedy for unsatisfactory performance within a sub-set of the sustainment services using Contract Amendment processes.

F2.3.4 Fixed Contract Term

Should the Contract Term remain unchanged due to a failure, on the part of the Contractor, to earn a Rolling Wave Extension in a given Option Year Gate (as defined in Section F5.0 in this Annex F) the Contract Term will be fixed as per the Articles of Agreement "Contract Term" in order to afford Canada the time to commence retendering activities.

F2.3.5 Corrective Notice System

Canada will use a Card System as noted herein, in order to monitor and appraise the Contractor's performance that may be cause for concern to Canada. Cards will be issued by Canada to the Contractor in electronic format (email) for any Work described in the SOW, including the metrics and the behavior matrix below in this Annex F, and as a consequence can have a direct impact on the Contractor's Contract Year performance metrics as described in this Annex. Cards issued by Canada to the Contractor in a given Contract Year will provide the Contractor with early in-year feedback on whether they are trending towards a pass or fail score on the performance measures described herein. Cards will be issued to the Contractor through the North Warning System Office but can originate from the Contract Authority, the Procurement Authority or the Technical Authority.

The two types of Cards that can be issued by Canada are:

- a. Corrective Action Notice (Yellow Card): Yellow Cards will be issued to the Contractor by Canada if Canada has determined that there is an area of concern or poor performance on the part of the Contractor. In response to a Yellow Card, the Contractor must provide an action plan with details included to address the area of concern or poor performance to the Contract Authority within 30 days of receiving a Yellow Card for approval by Canada. Should the action plan not be approved by Canada or not resolve the area of concern or the poor performance continues or if the Contractor does not follow the action plan, a Red Card may be issued to the Contractor by Canada; and
- b. Corrective Action Notice (Red Card): Red Cards indicate that the Contractor's performance has fallen below what is required in accordance with the terms of the Contract and the SOW, and, that the action plan identified by the Contractor and approved by Canada at the Yellow Card stage has not resolved the issue.

The Card System is designed to provide early feedback to the Contractor and to allow the Contractor time to generate an action plan, for Canada's approval, to address the area of concern and to correct or improve its performance in accordance with the approved action plan. If warranted, Red Cards follow Yellow Cards and are used to assess performance in a given Contract Year. Whereas issued Yellow Cards do not impact performance assessments as described herein, Red Cards will be tabulated in the Performance Management Framework described in Section F3.0 and Section F4.0 of this Annex F.

F3.0 PERFORMANCE MANAGEMENT FRAMEWORK

Figure 1 illustrates the Performance Management Framework and demonstrates the links between the Strategic Performance Measures (SPM 1 – SPM 4 inclusive described in Section F4.0) and the Rolling Wave Extensions and Financial Rewards granted to Contractor.

In Figure 1, as demonstrated,

- i) the Contractor must meet or exceed all 4 of the SPMs (Performance Level 1 in Figure 1), in order to receive a Rolling Wave Extension of 2 additional Contract years and 100% of the Financial Reward;
- ii) if the Contractor only meets or exceeds SPMs 1 – 3 inclusive (Performance Level 2 in Figure 1) then the Contractor may (optional) be granted a Rolling Wave Extension as determined by Canada but will not receive any Financial Reward;
- iii) if the Contractor meets or exceeds SPM 1 and SPM 4 and only meets or exceeds one of either SPM 2 and SPM 3 (Performance Level 3 in Figure 1), the Contractor will receive 50% of the Financial Reward and may (optional) be granted a Rolling Wave Extension as determined by Canada;
- iv) if the Contractor meets or exceeds SPM 1 and only meets or exceeds one of either SPM 2 and SPM 3 but does not meet or exceed SPM 4 (Performance Level 4 in Figure 1), the Contractor will not receive a Financial Reward but may receive a Rolling Wave Extension as determined by Canada;
- v) if the Contractor only meets or exceeds SPM 1 and SPM 4 (Performance Level 5 in Figure 1), the Contractor will receive 25% of the Financial Reward and may (optional) be granted a Rolling Wave Extension as determined by Canada;
- vi) if the Contractor only Meets or exceeds SPM 1 (Performance Level 6 in Figure 1), the Contractor will not receive a Financial Reward but may receive a Rolling Wave Extension as determined by Canada; and
- vii) If the Contractor does not meet or exceed any SPMs, or, achieves any combination not explicitly described in Figure 1 (Performance Level 7 in Figure 1), the Contractor will not receive a Financial Reward and will not receive a Rolling Wave Extension.

In Figure 1, as demonstrated,

- i) the Green check mark means the Contractor has satisfactorily performed and achieved a Pass rating in the referenced SPM as more particularly detailed in Section F4.0 of this Annex F for each SPM; and
- ii) the Red "X" means the Contractor has NOT performed and has NOT achieved a Pass rating in the referenced SPM as more particularly detailed in Section F4.0 of this Annex F for each SPM.

Performance Level	SPM 1 Data Delivery	SPM 2 Inuit Benefits Requirements	SPM 3 Infrastructure & Environmental Stewardship	SPM 4 Customer Satisfaction	Result for Contractor - Rewards
1	✓	✓	✓	✓	Mandatory Rolling Wave Extension
					100% of the Financial Reward
2	✓	✓	✓	✗	Discretionary Rolling Wave Extension
					No Financial Reward
3	✓	At least 1 of either SPM 2 or SPM 3 achieved		✓	Discretionary Rolling Wave Extension
					50% of the Financial Reward
4	✓	At least 1 of either SPM 2 or SPM 3 achieved		✗	Discretionary Rolling Wave Extension
					No Financial Reward
5	✓	✗	✗	✓	Discretionary Rolling Wave Extension
					25% of Financial Reward
6	✓	✗	✗	✗	Discretionary Rolling Wave Extension
					No Financial Reward
7	None Achieved (or any combination not described by Performance Levels 1 through 6 in this Figure 1)				No Rolling Wave Extension
					No Financial Reward

Figure 1 – Performance Management Framework

Based on the assessment of the Contractor's performance by Canada (metrics are described in Section F4.0 of this Annex F), the Rewards (Rolling Wave Extension or Financial Reward or both) will be granted to the Contractor as noted in Figure 1 and detailed in Section F5.0.

Strategic Performance Measure (SPM) (detailed in Section F4.0)	Key Performance Indicator (KPI) (detailed in Section F4.0)	Performance Indicator (PI) (detailed in Section F4.0)	Health Indicator (HI) (detailed in Section F4.0)
SPM 1 Radar, Ground Air Ground Radio Data Delivery	KPI 1.1 Radar, Ground Air Ground Radio Serviceability/Uptime (Contractual Readiness) KPI 1.2 Radar, Ground Air Ground Radio Serviceability/Uptime (Availability Ratio) KPI 1.3 Maintenance Plan Development KPI 1.4 Sustainment Plan Development KPI 1.5 Maintenance Plan Execution	PI 1.1 LCMM Performance PI 1.2 NWS Control & Monitoring PI 1.3 Software Maintenance PI 1.4 Obsolescence Sustainment Engineering PI 1.5 Invoicing	All other reports (DIDs and CDRLs) as required to monitor the North Warning System For example and not limited to): Management Efficiency Airlift Management Efficiency
SPM 2 Inuit Benefits Requirements	KPI 2.1 Inuit Benefit Requirements KPI 2.2 Inuit Training Requirements	PI 2.1 Invoicing	Technical & Financial Data Availability/Timeliness Technical & Financial Data Compliance
SPM 3 Infrastructure & Environmental Stewardship	KPI 3.1 Facility Condition Index (FCI) and System Condition Index (SCI) KPI 3.2 Maintenance Completion Index KPI 3.3 Program of Projects Progress Index KPI 3.4 General Nonconformity Reduction Index KPI 3.5 Environmental Regulatory Compliance Nonconformity Reduction Index	PI 3.1 Invoicing PI 3.3 Cost Control Index PI 3.3 Forecast Accuracy Index PI 3.4 Deliverable Rejection Index	

<p>SPM 4 Contractor Behaviour</p>	<p>KPI 4.1 Contractor Behaviour Assessment Matrix</p>	<p>PI 4.1 Dispute Resolution PI 4.2 Joint Problem Solving PI 4.3 Anticipated Issues and Takes Initiative PI 4.4 Willingness to Deliver PI 4.5 Holistic Enterprise Approach PI 4.6 Initiative in Supporting Fiscal Prudence PI 4.7 Leadership Engagement PI 4.8 Transparency</p>	
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Figure 2 – Performance Management Framework Metrics Overview

F4.0 METRICS

F4.1 General

This Annex F describes key outcomes that the Contractor must perform that affect the North Warning System operations as per this Contract. Key metrics are used to measure Contractor performance under this Contract as described by this Annex F. Key metrics are described by the following four levels: Strategic Performance Measures (SPMs), Key Performance Indicators (KPIs), Performance Indicators (PIs) and Health Indicators (HIs).

F4.2 Strategic Performance Measures (SPMs)

The highest level of key metric, SPMs are used to assess the Contractor's performance against the requirements as noted in this Annex F. SPMs in conjunction with KPIs, and PIs are used in this Contract to determine eligibility of the Contractor to either a Financial Reward or a Rolling Wave Extension or both.

F4.3 SPM 1: Data Delivery

F4.3.1 Description

SPM 1 is a measure of the Contractor's ability to ensure crucial data is delivered to the demarcation point at 22 Wing, North Bay Ontario as required by this Contract and the SOW. In addition, the Contractor must track the actual operational on-air status of each Radar and Ground Air Ground Radio pursuant to the SOW. Underlying KPIs and PIs are used to measure the Contractor's performance under this SPM 1.

F4.3.2 Review Period and Performance Period

The Review Period for SPM 1 is yearly per the Government of Canada's Fiscal Year (being the period of time starting on April 1, in a calendar year and ending on March 31 of the following calendar year).

The Performance Period for the review of the Contractor's performance as measured by SPM 1 is the Government of Canada's Fiscal Year (being the period of time starting on April 1, in a calendar year and ending on March 31 of the following calendar year).

The formal performance review of the Contractor's performance will be performed by the Performance Management Evaluation Team (described in Section F6.0 to this Annex F) to be convened immediately following the Government of Canada's Fiscal Year being assessed (being March 31 in any calendar year).

F4.3.3 Scoring

For the Contractor to receive a Pass rating for its performance as measured by SPM 1, the Contractor must achieve:

- a. a satisfactory (Pass) score in **each** of the individual KPIs 1.1, 1.2, 1.3, 1.4 and 1.5 as detailed in Section F4.3.4 of this Annex F; and
- b. a satisfactory (Pass) score in **each** of the individual PIs 1.1, 1.2, 1.3, 1.4 and 1.5 as detailed in Section F4.3.5 of this Annex F; and
- c. have no issued Red Cards as detailed in Section F2.3.5 of this Annex F.

F4.3.4 Associated Key Performance Indicators (KPIs) for SPM 1

F4.3.4.1 KPI 1.1 Radar, Ground Air Ground Serviceability/Uptime (Contractual Readiness):

Monthly, Quarterly and Yearly Metrics

In order for the Contractor to receive a Pass rating in KPI 1.1, the Contractor must perform the requirements of the SOW pertaining to the Daily Status Board requirements and Availability calculations as required by Deliverables in the SOW and following DIDs:

- a. DID 6.6.1 – Availability Report; and
- b. DID 6.8.2 – Daily Status Board.

As a minimum the Availability Rate must be 96% for each site measured monthly, quarterly and yearly. The contractor must provide the Deliverables (DID 6.6.1 and DID 6.8.2) such that the contractor provided reports provide a quantifiable depiction of Radar and Ground Air Ground Radio operational status and readiness to Canada.

F4.3.4.2 KPI 1.2 Radar, Serviceability/Uptime (Availability Ratio):

Monthly, Quarterly and Yearly Metrics

In order for the Contractor to receive a Pass rating in KPI 1.2, the Contractor must perform the requirements of the SOW pertaining to the Daily Status Board requirements and Availability calculations as required by Deliverables in the SOW and following DIDs:

- a. DID 6.6.1 – Availability Report; and
- b. DID 6.8.2 – Daily Status Board.

As described in DID 6.6.1, the Contractor must calculate the Operational Availability and the Availability Ratio with the same periodicity as the Availability Rate.

KPI 1.2 will be scored based on the banding described below measured monthly, quarterly and yearly:

- a. Availability Ratio is greater than or equal to 15%: Unacceptable outcome (Fail);
- b. Availability Ratio is equal to or less than 14.99%: Acceptable outcome (Pass)

F4.3.4.3 KPI 1.3 Maintenance Plan Development:

In order for the Contractor to receive a Pass rating in KPI 1.3, the Contractor must perform the requirements of the SOW pertaining to the Preventive Maintenance Plan to the satisfaction of the Government in accordance with the schedule required of the plan, **and**, to maintain the North Warning System as required and in accordance with the completed plan below:

- a. DID 5.4.1 – Preventive Maintenance Plan

F4.3.4.4 KPI 1.4 Sustainment Plan Development:

In order for the Contractor to receive a Pass rating in KPI 1.4, the Contractor must perform the requirements of the SOW pertaining to the Five Year Operations and Sustainment Plan to the satisfaction of the Government in accordance with the schedule required of the plan, **and**, to maintain the North Warning System as required and in accordance with the completed plan below:

- a. DID 2.15.1 – Five Year Operations and Sustainment Plan

F4.3.4.5 KPI 1.5 Preventive Maintenance and Corrective Maintenance Plan Execution:

In order for the Contractor to receive a Pass rating in KPI 1.5, the Contractor must perform the requirements of the SOW pertaining to the Quarterly Maintenance Reports and to ensure the execution of the SOW pertaining to both Preventive Maintenance and Corrective Maintenance as detailed and guided by SOW sections pertaining to LUC 72, 73, 74, 76, 77, 78, PGS and Site Preservation, and DID 5.4.1 Preventive Maintenance Plan. The Contractor must perform the Preventive Maintenance and the Corrective Maintenance as required by the SOW and must perform Site Preservation as per the SOW. The Contractor must also report its Maintenance activities and Site Preservation activities as per DID 4.6.7 Quarterly Maintenance Reports:

- a. DID 4.6.7 – Quarterly Maintenance Reports.

F4.3.5 Associated Performance Indicators (PIs) for SPM 1

F4.3.5.1 PI 1.1 LCMM Performance:

In order for the Contractor to receive a Pass rating in PI 1.1, the Contractor must perform the requirements of the SOW pertaining to the Life Cycle Material Management Plan and the Trend Analysis to the satisfaction of the Government in accordance with the schedule required of the plan, **and**, to maintain the North Warning System as required and in accordance with the completed plans below:

- a. DID 4.4.1 – Life Cycle Material Management Plan
- b. DID 4.12.1 – Trend Analysis

F4.3.5.2 PI 1.2 North Warning System Control and Monitoring

In order for the Contractor to receive a Pass rating in PI 1.2, the Contractor must perform the requirements of the SOW pertaining to North Warning System Control and Monitoring Plan to the satisfaction of the Government in accordance with the schedule required of the plan, **and**, to maintain the North Warning System as required and in accordance with the completed plan below:

- a. DID 6.4.1 – North Warning System Control and Monitoring Plan

F4.3.5.3 PI 1.3 Software Maintenance

In order for the Contractor to receive a Pass rating in PI 1.3, the Contractor must perform the requirements of the SOW pertaining to the Software Maintenance Plan to the satisfaction of the Government in accordance with the schedule required of the plan, **and**, to maintain the North Warning System as required and in accordance with the completed plan below:

- a. DID 4.63.1.1 – Software Maintenance Plan

F4.3.5.4 PI 1.4 Obsolescence Sustainment Engineering

In order for the Contractor to receive a Pass rating in PI 1.4, the Contractor must perform the requirements of the SOW pertaining to Obsolescence Sustainment Engineering to the satisfaction of the Government in accordance with the schedule required of the following DID, **and**, to maintain the North Warning System as required and in accordance with the completed reports below:

- a. DID 5.14.1 – Obsolescence Sustainment Engineering Reports

F4.3.5.5 PI 1.5 Invoicing

In order for the Contractor to receive a Pass rating in PI 1.5, the Contractor must perform the requirements of the SOW pertaining to invoicing associated with Section 1.0 through Section 12.0 as well as Section 18.0 through Section 20.0 of the SOW. The Contractor must complete and submit all invoices in the following ways:

- a. In accordance with the schedule dictated by the Contract; or
- b. In accordance with the schedule dictated by the Task Authorization (including amendments agreed to between the Contractor and Canada) under which the work is completed; or,
- c. in the case where there is no specific schedule agreed to, within the Contract Year the Work was completed.

F4.4 SPM 2: Inuit Benefits

F4.4.1 Description

The objectives of the North Warning System (NWS) Inuit Benefit Requirements (in Annex D) are to establish long-term, sustainable and meaningful economic benefits for Inuit Beneficiaries and Inuit firms/Inuit owned Companies. Specifically, the North Warning System Inuit Benefits Requirements aim to meet these objectives through, training, skills development, and mentorship for Inuit Beneficiaries and Inuit firms/Inuit owned Companies across all levels of employment across the North Warning System (NWS), as well as for the inclusion of sub-contracting opportunities for Inuit firms/Inuit owned Companies. The Inuit Benefit Requirements are described in Annex D.

F4.4.2 Review Period and Performance Period

The Review Period for SPM 2 is yearly per the Government of Canada's Fiscal Year (being the period of time starting on April 1, in a calendar year and ending on March 31 of the following calendar year).

The Performance Period for the review of the Contractor's performance as measured by SPM 2 is the Government of Canada's Fiscal Year (being the period of time starting on April 1, in a calendar year and ending on March 31 of the following calendar year).

The formal performance review of the Contractor's performance will be performed by the Performance Management Evaluation Team (described in Section F6.0 to this Annex F) to be convened immediately following the Government of Canada's Fiscal Year being assessed (being March 31 in any calendar year).

F4.4.3 Scoring

To receive a Pass rating for SPM 2, the Contractor must achieve:

- a. a satisfactory (Pass) score in **each** of KPI 2.1 and 2.2 as detailed in Section F4.4.4 of this Annex F; and
- b. a satisfactory (Pass) score in PI 2.1 as detailed in Section F4.4.5 of this Annex F; and
- c. have no issued Red Cards as detailed in Section F2.3.5 of this Annex F.

Note: The Contractor must review and understand Annex D and in particular Section D8 which describes the case of failure to achieve the mandatory Inuit Benefit Requirements.

F4.4.4 Associated Key Performance Indicators (KPIs) for SPM 2

F4.4.4.1 KPI 2.1 Inuit Benefit Requirements (Annex D):

The Contractor must perform all 3 of the following combined which are the minimum requirements to achieve a satisfactory (Pass) result for KPI 2.1:

- a. The Contractor must complete the following plan **and**, execute the plan as required to the satisfaction of the Government and in accordance with the schedule required of the plan:
 - i. Annex D, Section D4 – Inuit Benefits Plan
- b. The Contractor must comply with all of the Mandatory requirements of the Inuit Benefit Requirements contained in:
 - i. Annex D, Section D5 and D6 – Mandatory Inuit Benefit Requirements
- c. The Contractor must prepare and provide all reports as required in Annex D – Inuit Benefit Requirements.

F4.4.4.2 KPI 2.2 Inuit Training Requirements:

The Contractor must perform all 3 of the following combined which are the minimum requirements to achieve a satisfactory (Pass) result for KPI 2.2:

- a. The Contractor must complete the following plan **and**, execute the plan as required to the satisfaction of the Government and in accordance with the schedule required of the plan:
 - i. Annex D, Section D4 – Inuit Benefits Plan
 - ii. Annex D, Section D7 – Prepare and Implement Inuit Training and Development Program
- b. The Contractor must complete the Training and Development requirements of the Inuit Benefit Requirements:
 - i. Annex D, Section D7 – Prepare and Implement Annual Inuit Training and Development Program
- c. The Contractor must provide Reports as required in Annex D – Inuit Benefit Requirements.

F4.4.5 Associated Performance Indicators (PIs) for SPM 2

F4.4.5.1 PI 2.1 Invoicing

In order for the Contractor to receive a Pass rating in PI 2.1, the Contractor must perform the requirements of the SOW pertaining to invoicing associated with Annex D of the SOW. The Contractor must complete and submit all invoices in the following ways:

- a. in accordance with the schedule dictated by the contract; or

-
- b. in accordance with the schedule dictated by the Task Authorization (including amendments agreed to between the Contractor and Canada) under which the work is completed; or,
 - c. in the case where there is no specific schedule agreed to, within the Contract Year the work was completed.

F4.5 SPM 3: Infrastructure and Environmental Stewardship

F4.5.1 Description

SPM 3 is a measure of the Contractor's ability to manage environmental regulatory compliance and to facilitate and improve how Infrastructure and Facilities assets are managed by developing and adopting innovative approaches to the design and execution of work, optimizing Infrastructure and Facilities usage, achieving efficiencies in work processes as well as other initiatives that could lead to significant cost savings or added value to Canada, or, to an improvement in the overall operation of the NWS.

F4.5.2 Review Period and Performance Period

The Review Period for SPM 3 is yearly per the Government of Canada's Fiscal Year (being the period of time starting on April 1, in a calendar year and ending on March 31 of the following calendar year).

The Performance Period for the review of the Contractor's performance as measured by SPM 3 is the Government of Canada's Fiscal Year (being the period of time starting on April 1, in a calendar year and ending on March 31 of the following calendar year).

The formal performance review of the Contractor's performance will be performed by the Performance Management Evaluation Team (described in Section F6.0 to this Annex F) to be convened immediately following the Government of Canada's Fiscal Year being assessed (being March 31 in any calendar year).

F4.5.3 Scoring

To receive a pass rating for SPM 3, the Contractor must achieve:

- a. a satisfactory (Pass) score in KPI 3.1, 3.2, 3.3, 3.4 and 3.5 as detailed in Section F4.5.4 of this Annex F; and
- b. a satisfactory (Pass) score in PI 3.1, 3.2, 3.3 and 3.4 as detailed in Section F4.5.5 of this Annex F; and
- c. have no issued Red Cards as detailed in Section F2.3.5 of this Annex F.

F4.5.4 Associated Key Performance Indicators (KPIs) for SPM 3

F4.5.4.1 KPI 3.1 Facility Condition Index (FCI) and System Condition Index (SCI):

In order for the Contractor to receive a Pass rating in KPI 3.1, the Contractor must perform the requirements of the SOW pertaining to the Facilities Condition Index (FCI) and the System Condition Index (SCI) as reported in the following DIDs and such that both indexes are maintained at the level provided to the Contractor at the beginning of

the Contract to the satisfaction of the Government in accordance with the schedule required of the DIDs below, **and**, to maintain the North Warning System as required and in accordance with the completed plans and reports below:

- a. DID 13.4: Performance Measurement Regime;
- b. DID 13.12.1: Infrastructure Summary Plan; and
- c. DID 14.18: Quarterly Maintenance Report.

F4.5.4.2 KPI 3.2 Maintenance Completion Index:

In order for the Contractor to receive a Pass rating in KPI 3.2, the Contractor must perform the requirements of the SOW pertaining to the Maintenance Completion Index such that work identified for the Maintenance Completion Index is completed to the satisfaction of the Government and in accordance with the schedule required of the Maintenance Completion Index at the following rate:

- a. the number of legislated maintenance activities not completed by the legislated timeframe must not exceed 5 (SOW Section 13.4.3.9, A.I. 4.1 refers); and
- b. the number of scheduled life-cycle maintenance activities not completed within 45 days of their targeted start date must not exceed 25 (SOW Section 13.4.3.9, A.I. 4.2 refers)

F4.5.4.3 KPI 3.3 Program of Projects (POP) Progress Index:

In order for the Contractor to receive a Pass rating in KPI 3.3, the Contractor must perform the requirements of the SOW pertaining to the Program of Projects and the Program of Projects Progress Index as required by Deliverables in the SOW and the following DIDs:

- a. DID 13.4: Performance Measurement Regime; and
- b. DID 15.4.4 Program of Projects (POP) Listing

The Contractor must ensure the POP Progress Index is maintained to the satisfaction of the Government in accordance with the schedule required of the POP Progress Index at the following rate:

- a. the percentage of the Work identified in the POP Progress Index is completed according to the schedule identified in the POP Progress Index (SOW Section 13.4.3.9, A.I. 5.1 refers):
 - i. Pass: 80% or higher;
 - ii. Fail: 79.99% or lower.

F4.5.4.4 KPI 3.4 General Nonconformity Reduction Index:

In order for the Contractor to receive a Pass rating in KPI 3.4, the Contractor must perform the requirements of the SOW pertaining to the General Nonconformity Reduction Index as required by Deliverables in the SOW and the following DID:

- a. DID 13.4: Performance Measurement Regime

The Contractor must ensure the General Nonconformity Reduction Index is maintained to the satisfaction of the Government in accordance with the schedule required of the General Nonconformity Reduction Index. The number of identified Nonconformities will be measured against the following rates:

- a. the number of General Nonconformities identified by Canada does not exceed 10 (SOW Section 13.4.3.9, A.I. 3.1 refers); and
- b. the number of General Nonconformity reoccurrences identified by Canada does not exceed 2 (SOW Section 13.4.3.9, A.I. 3.2 refers); and
- c. the number of outstanding General Nonconformities identified by Canada does not exceed 2 (SOW Section 13.4.3.9, A.I. 3.3 refers).

F4.5.4.5 KPI 3.5 Environmental Regulatory Compliance Nonconformity Reduction Index:

In order for the Contractor to receive a Pass rating in KPI 3.5, the Contractor must perform the requirements of the SOW pertaining to the Environmental Regulatory Compliance Nonconformity Reduction Index as required by Deliverables in the SOW and the following DIDs:

- a. DID 13.4: Performance Measurement Regime;
- b. DID 17.2.1: Environmental Management System;
- c. DID 17.2.2: Environmental Protection Plan;
- d. DID 17.2.3: Spill Plan;
- e. DID 17.2.5.2: Asbestos Management Plan;
- f. DID 17.4.8: Hazardous Waste Reports; and
- g. DID 17.5.1: Environmental Objectives.

The Contractor must ensure the Environmental Regulatory Compliance Nonconformity Reduction Index is maintained to the satisfaction of the Government in accordance with the schedule required of the Environmental Regulatory Compliance Nonconformity Reduction Index. The number of identified Nonconformities will be measured against the following rates:

- a. the number of Environmental Regulatory Compliance Nonconformities identified by Canada does not exceed 5 (SOW Section 13.4.3.9, A.I. 1.1 refers); and
- b. the number of Environmental Regulatory Compliance Nonconformity reoccurrences identified by Canada does not exceed 1 (SOW Section 13.4.3.9, A.I. 1.2 refers); and
- c. the number of outstanding Environmental Regulatory Compliance Nonconformities identified by Canada does not exceed 1 (SOW Section 13.4.3.9, A.I. 1.3 refers).

F4.5.5 Associated Performance Indicators (PIs)

F4.5.5.1 PI 3.1 Invoicing

In order for the Contractor to receive a Pass rating in PI 3.1, the Contractor must perform the requirements of the SOW pertaining to invoicing associated with Sections 13.0, 14.0, 15.0, 16.0 and 17.0 of the SOW. The Contractor must complete and submit all invoices in the following ways:

- a. in accordance with the schedule dictated by the contract; or
- b. in accordance with the schedule dictated by the Task Authorization (including amendments agreed to between the Contractor and Canada) under which the work is completed; or
- c. in the case where there is no specific schedule agreed to within the Contract Year the work was completed.

F4.5.5.2 PI 3.2 Cost Control Index

In order for the Contractor to receive a Pass rating in PI 3.2, the Contractor must perform the requirements of the SOW pertaining to the Cost Control Index and the Program of Projects Progress Index as required by Deliverables in the SOW and the following DIDs:

- a. DID 13.4: Performance Measurement Regime; and
- b. DID 15.4.4 Program of Projects (POP) Listing.

The Program of Projects cost control for Category 1 projects, as reflected in the CAT1 PL, will be expressed as a ratio of 'A' to 'B' (SOW Section 13.4.3.9, F-1.1 refers) where:

- a. 'A' equals the number of projects whose variance between total actual cost of the project and final Work Authorization is equal to or less than 10%
- b. 'B' equals the total number of completed CAT 1 projects

The Contractor must ensure the Cost Control Index is maintained to the satisfaction of the Government in accordance with the schedule required of the Cost Control Index at the following rate (SOW Section 13.4.3.9, F-1.1 refers):

- a. The Ratio of 'A' to 'B' (as defined immediately above) is greater than or equal to 80%: Acceptable outcome (Pass); or
- b. The Ratio of 'A' to 'B' (as defined immediately above) is less than or equal to 79.99%: Unacceptable outcome (Fail)

F4.5.5.3 PI 3.3 Forecast Accuracy Index

In order for the Contractor to receive a Pass rating in PI 3.3, the Contractor must perform the requirements of the SOW pertaining to the Forecast Accuracy Index as required by Deliverables in the SOW and the following DIDs:

- a. DID 13.4: Performance Measurement Regime; and
- b. DID 15.4.4 Program of Projects (POP) Listing.

The Contractor must ensure the Forecast Accuracy Index is maintained to the satisfaction of the Government in accordance with

the schedule required of the Forecast Accuracy Index. The following ratings apply:

- a. variance between POP year-end actuals and forecast expenditures including carry-over projects must not exceed 1.5 (SOW Section 13.4.3.9, F-2.1 refers); or
- b. variance between Operations and Maintenance as well as Utilities year-end actuals and forecast expenditures must not exceed 1.5 (SOW Section 13.4.3.9, F-2.2 refers); or
- c. The number of unplanned carry-over Projects must not exceed 15% in the review period (SOW Section 13.4.3.9, F-2.3 refers):

F4.5.5.4 PI 3.4 Deliverable Rejection Index

In order for the Contractor to receive a Pass rating in PI 3.4, the Contractor must perform the requirements of the SOW pertaining to the Deliverable Rejection Index and the Program of Projects Index as required by Deliverables in the SOW and the following DIDs:

- a. DID 13.4: Performance Measurement Regime; and
- b. DID 15.4.4 Program of Projects (POP) Listing.

The Deliverable Rejection Index will be expressed as a ratio of 'A' to 'B' where (SOW Section 13.4.3.9, IL-1 refers):

- a. 'A' equals the number of rejected CDRL deliverables over the course of a Contract Year; and
- b. 'B' equals the total number of deliverables submitted over the course of a Contract Year

The Contractor must ensure the Deliverable Rejection Index is maintained to the satisfaction of the Government in accordance with the schedule required of the Deliverable Rejection Index at the following rate (SOW Section 13.4.3.9, IL-1 refers):

- a. The Ratio of 'A' to 'B' (as defined immediately above) is greater than or equal to 30%: Acceptable outcome (Pass); or
- b. The Ratio of 'A' to 'B' (as defined immediately above) is less than or equal to 29.99%: Unacceptable outcome (Fail)

F4.6 SPM 4 Contractor Behavior

F4.6.1 Description

It is recognized that in a complex program where flexibility and collaboration are required to deliver performance, positive relationships are critical for success. Contractor Behaviour is therefore a core requirement of the Contract. The purpose of this metric is to continuously monitor the Contractor's performance in demonstrating positive working relationships with Canada and other third parties.

F4.6.2 Review and Performance Periods

The Review Period for SPM 1 is quarterly per the Government of Canada's Fiscal Year (being the period of time starting on April 1, in a calendar year and ending on March 31 of the following calendar year).

The Performance Period for the review of the Contractor's performance as measured by SPM 1 is the Government of Canada's Fiscal Year (being the period of time starting on April 1, in a calendar year and ending on March 31 of the following calendar year).

The formal performance review of the Contractor's performance will be performed by the Performance Management Evaluation Team (described in Section F6.0 to this Annex F) to be convened immediately following the Government of Canada's Fiscal Year being assessed (being March 31 in any calendar year).

F4.6.3 Scoring

This aggregate metric evaluates as Pass, or Fail, the Contractor's behaviour in fostering positive relationships. A Contractor Behaviour Assessment will be performed for each Review Period.

The Contractor Behaviour assessment will be compiled by Canada and issued using the SPM 4 Contractor Behaviour Assessment Form (Table 1) and aggregated into a single score.

F4.6.4 Associated KPIs

F4.6.4.1 KPI 4.1 Contractor Behavior Assessment Matrix:

The Contractor must perform all of the following combined which are the minimum requirements to achieve a satisfactory (Pass) result for KPI 4.1:

- a. Minimum of 5 Performance Indicators rated as Pass and 3 rated as Acceptable meaning no single rating of Fail is acceptable based on the criteria listed in Table 1; and
- b. No Red Cards as detailed in Section F2.3.5 of this Annex F.

The Customer Satisfaction Matrix will be assessed quarterly and yearly in conjunction with the Contractor and is designed to rate the Performance Indicators below using the definitions provided in the Table 1

F4.6.5 Associated Performance Indicators (PIs)

The Contractor's behavior is measured against the following eight attributes described in detail in Table 1: SPM 4 Contractor Behaviour Assessment Form:

- a. PI 4.1 Dispute Resolution. In order for the Contractor to receive a Pass rating in PI 4.1, the Contractor must demonstrate a commitment to resolving disputes and issues fairly and at the lowest possible level, and where issues arise, the Contractor focuses on constructive fixes to problems and not casting blame;
- b. PI 4.2 Joint Problem Solving. In order for the Contractor to receive a Pass rating in PI 4.2, the Contractor must demonstrate a commitment to adopting a joint approach to diagnostics and problem solving;

- c. PI 4.3 Anticipates Issues and takes Initiative. In order for the Contractor to receive a Pass rating in PI 4.3, the Contractor must be mindful of future challenges and demonstrate a proactive and open response to mitigation of identified issues;
- d. PI 4.4 Willingness to Deliver. In order for the Contractor to receive a Pass rating in PI 4.4, the Contractor must demonstrate the willingness to deliver service and does not attempt to avoid delivery of service;
- e. PI 4.5 Holistic Enterprise Approach. In order for the Contractor to receive a Pass rating in PI 4.5, the Contractor must demonstrate an inclusive team-based culture that considers the interests of all parties and all aspects required for the sustainment of the North Warning System;
- f. PI 4.6 Initiative in supporting Fiscal Prudence. In order for the Contractor to receive a Pass rating in PI 4.6, the Contractor must demonstrate ways to reduce sustainment Costs;
- g. PI 4.7 Leadership Engagement. In order for the Contractor to receive a Pass rating in PI 4.7, the Contractor must demonstrate that Key leaders within the Contractor's organization are actively involved and the Contractor exercises positive relationship management at all levels of the organization; and
- h. PI 4.8 Transparency. In order for the Contractor to receive a Pass rating in PI 4.8, the Contractor must demonstrate a culture of openness and willingness to share information in order to minimize surprises.

#	Performance Indicator (P.I.)	Good	Fair	Poor
4.1	Dispute Resolution	The Contractor always resolves disputes reasonably, equitably and organizationally at the lowest level possible	The Contractor infrequently resolves disputes reasonably, equitably and at the lowest level possible	The Contractor fails to resolve disputes reasonably, equitably and at the lowest level possible
4.2	Joint Problem Solving	The Contractor always or often approaches problem solving in a joint manner	The Contractor infrequently approaches problem solving in a joint manner	The Contractor is fails to approach problem solving in a joint manner.
4.3	Anticipates issues and takes initiative	The Contractor is always or often mindful of future requirements, anticipates change, provides prompt notification of materials issues and always considers multiple options	The Contractor is occasionally mindful of future requirements, occasionally anticipates change and is at times late providing notification of material issues	The Contractor does not consider future requirements, does not anticipate change and often fails to notify Canada of material issues.
4.4	Willingness to deliver	The Contractor never demonstrates an unwillingness to deliver nor provides examples of avoiding service delivery	The Contractor sometimes attempts to avoid service delivery, and only occasionally displays a desire to deliver	The contractor regularly demonstrates an unwillingness to deliver and regularly attempts to avoid delivery of service
4.5	Holistic enterprise approach	The contractor always or often adopts a	The Contractor sometimes adopts a	The contractor maintains focus only on

		holistic approach to contract delivery, considers all aspects of the enterprise and not just their own contract boundary	holistic approach to contract delivery, considers most aspects of the enterprise and not just their own contract boundary	their contract boundaries and refuses or is unwilling to deliver against enterprise outcomes
4.6	Initiative in supporting fiscal prudence	The contractor regularly seeks ways to reduce cost to Canada, considers multiple options always	The contractor only occasionally seeks ways to reduce sustainment cost to Canada, considers multiple options infrequently	The contractor rarely seeks ways to reduce sustainment cost to Canada, does not consider multiple options
4.7	Leadership engagement	The contractor ensures key management participation and leaders demonstrate collaborative behaviours	The contractor only occasionally ensures key management participation and leaders infrequently demonstrate collaborative behaviours	The contractor's key management are not active participants and demonstrate uncooperative behaviour
4.8	Transparency	The contractor always or often displays a willingness to communicate freely and share critical information	The contractor rarely displays a willingness to communicate freely or share critical information	The contractor withholds communication and chooses to not share critical information
	# of Good (Pass)			
	# of Acceptable			
	# of Poor (Fail)			
	# of Red Cards			

Table 1: SPM 4 Contractor Behavior Assessment Form

F4.7 Health Indicators (HI)

Although HIs are not scored as part of the Performance Management Framework described herein, HIs provide Canada with the tools required to monitor the health of the contracted SOW and provide lead indicators to issues that, if not corrected, could result in degradation of the higher level outcomes.

For the purposes of this contract, all reports (DIDs and CDRLs) as required to monitor North Warning System health are to be considered HIs and can be used by Canada to ascertain Contractor performance. Examples could include (but are not limited to):

- a. Management and key personnel efficiency;
- b. Airlift management efficiency;
- c. Technical & financial data availability/timeliness;
- d. Technical & financial data compliance, etc

F5 Aggregate SPM Score, Financial Reward and Rolling Wave Extension

F5.1 General

A Financial Reward, if any, is awarded by Canada at the end of each Contract Year following review of the Contractor's performance as measured against the SPMs. This review process is further described in Section F6.0 of this Annex F. Rolling Wave Extension years, if any, are awarded by Canada based on a two-year review cycle beginning in Contract Year 3. The two year review cycle allows time for the contractor to adjust to yearly review findings.

F5.2 Financial Reward

The evaluation of an aggregate SPM score for the purpose of determining the appropriate Financial Reward consists of an overall Pass/Fail rating that is a function of the Pass/Fail rating for each of the four Strategic Performance Measures as well as the Key Performance Indicators and Performance Indicators described in this Annex F and as described in Figure 1.

F5.3 Rolling Wave Extension

The evaluation of an aggregate SPM score for the purpose of determining Rolling Wave Extension eligibility consists of an overall Pass/Fail rating that is a function of the Pass/Fail rating for each of the four Strategic Performance Measures as well as the Key Performance Indicators and Performance Indicators described in this Annex F and as described in Figure 1.

Figures 3 – 6 illustrate the timing in which the Contractor's performance is assessed and a Rolling Wave Extension may be granted by Canada. Each of these periods where the Contractor's performance is assessed to determine its eligibility for a Rolling Wave Extension is identified as Option Year Gates (Option Year Gates 1 – 4).

F5.3.1 Option Year Gate 1:

The 2-year Performance Management period ending in CY3 and CY4 will provide the Review Period necessary for Canada to assess the Contractor's performance in CY3 and CY4 in order to determine if Canada will award a Rolling Wave Extension to the Contractor (CY8 and CY9). Both Contract years in each Rolling Wave Extension are awarded at one time, to restore the Rolling Wave Extension to a full Contract Term. If the Contractor fails to achieve a satisfactory assessment by Canada after the first Review Period (end of CY3 marked in Red in Figure 3), the Contractor will have a second Review Period (CY4) to make corrections in its performance in order to secure the Rolling Wave Extension at the end of CY 4.

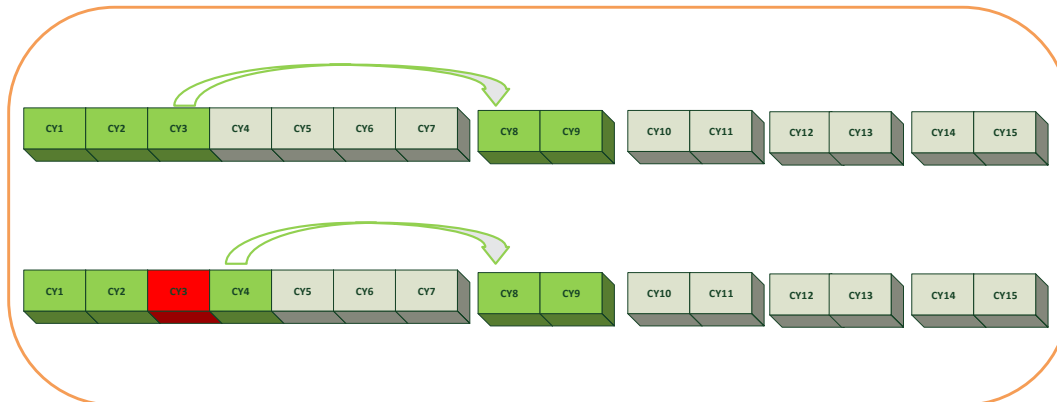


Figure 3 – Rolling Wave Extension Year Gate 1

F5.3.2 Rolling Wave Extension Year Gate 2:

The 2-year Performance Management period ending in CY5 and CY6 will provide the Review Period necessary for Canada to assess the Contractor's performance in CY5 and CY6 in order to determine if Canada will award a Rolling Wave Extension to the Contractor (CY10 and CY11). Both Contract years in each Rolling Wave Extension are awarded at one time, to restore the Rolling Wave Extension to a full Contract Term. If the Contractor fails to achieve a satisfactory assessment by Canada after the first Review Period (end of CY5 marked in Red in Figure 4), the Contractor will have a second Review Period (CY6) to make corrections in its performance in order to secure the Rolling Wave Extension at the end of CY 6.

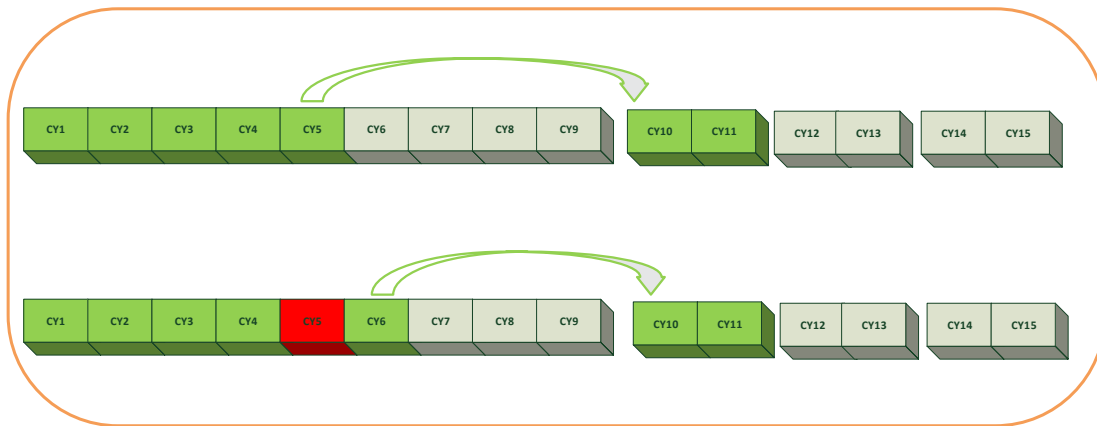


Figure 4 – Rolling Wave Extension Year Gate 2

F5.3.3 Rolling Wave Extension Year Gate 3:

The 2-year Performance Management period ending in CY7 and CY8 will provide the Review Period necessary for Canada to assess the Contractor's performance in CY7 and CY8 in order to determine if Canada will award a Rolling Wave Extension to the Contractor (CY12 and CY13). Both Contract years in each Rolling Wave Extension are awarded at one time, to restore the Rolling Wave Extension to a full Contract Term. If the Contractor fails to achieve a satisfactory assessment by Canada after the first Review Period (end of CY7 marked in Red in Figure 5), the Contractor will have a second Review Period (CY8) to make corrections in its performance in order to secure the Rolling Wave Extension at the end of CY 8.

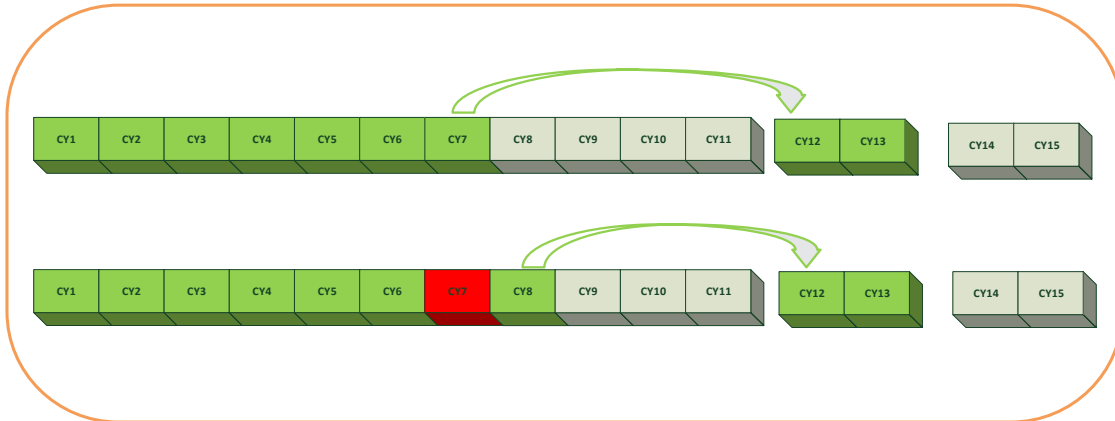


Figure 5: Rolling Wave Extension Year Gate 3

F5.3.4 Rolling Wave Extension Year Gate 4:

The 2-year Performance Management period ending in CY9 and CY10 will provide the Review Period necessary for Canada to assess the Contractor's performance in CY9 and CY10 in order to determine if Canada will award a Rolling Wave Extension to the Contractor (CY14 and CY15). Both Contract years in each Rolling Wave Extension are awarded at one time, to restore the Rolling Wave Extension to a full Contract Term. If the Contractor fails to achieve a satisfactory assessment by Canada after the first Review Period (end of CY9 marked in Red in Figure 6), the Contractor will have a second Review Period (CY10) to make corrections in its performance in order to secure the Rolling Wave Extension at the end of CY 10.

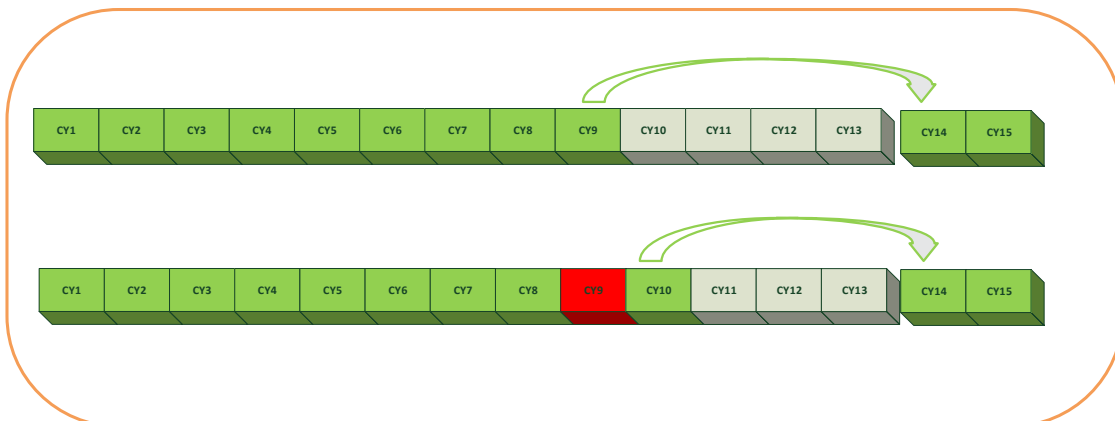


Figure 6: Rolling Wave Extension Year Gate 4

F5.4 Rolling Wave Extension Year Notes

The second instance of the Contractor failing to be granted a Rolling Wave Extension, without having had the Contract Term extended, the Contract term will not be changed and the Contractor's right to a Rolling Wave Extension will be revoked. In the example case below (Figure 7), after failing to achieve a successful outcome in the CY5 and CY6 assessment (CY 5 and CY 6 marked in red, in this case demonstrating Rolling Wave

Extension Year Gate 2), all other Rolling Wave Extension years become unavailable (CY 10 to CY 15 marked in red) and the Contract term remains to end of CY 9.

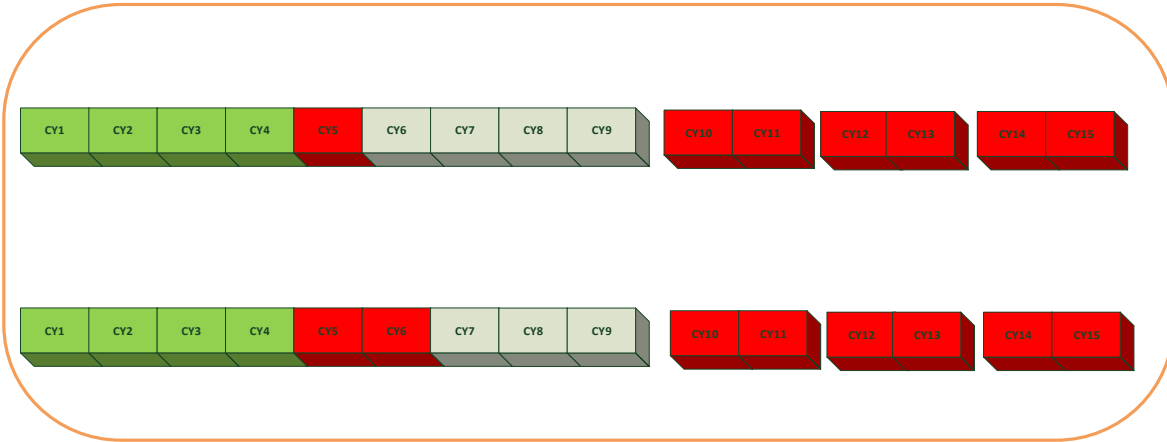


Figure 7: Example of Failure to Achieve Rolling Wave Extension Years

F6.0 Performance Review

F6.1 General

Performance governance oversight is a key function of performance management that will ensure strategic alignment between Canada and the Contractor. This Performance Management Framework encourages Contractor excellence in performing under the Contract and maximizing Contractor performance in key areas.

To ensure the Performance Management Framework remains balanced and to ensure the Outcomes, Rewards and Remedies are not in conflict, there may be a need for Canada to adjust the metrics, targets, Rewards and Remedies.

The granting of Financial Incentives as well as Rolling Wave Extensions are at the sole and absolute discretion of Canada based on the Contractor's performance and the assessment methodology contained in this Annex F.

F6.2 Performance Management Review Board

The Performance Management Review Board (the Board) is comprised of DND and PSPC management representatives:

DND	Position
Director General Aerospace Equipment Procurement Management (Review Board Chair)	DGAEPM
Director Radar & Communications	DAEPM(R&CS)
Real Property Operations (RP Ops) Group (Gp)	Comd RP Ops Gp
Director Aerospace Procurement	DAEPM(DAP)
PSPC	Position
Director, DMPS, Acquisitions	

The Performance Management Review Board is responsible for:

- a. approving and authorizing any Financial Reward or Rolling Wave Extension;
- b. providing, where appropriate, instructions to the Performance Management Evaluation Team (PMET);
- c. reviewing and considering the Performance Management Evaluation Team Report for each evaluation period;
- d. specifying the Financial Reward and Rolling Wave Extension to the contractor and the basis for that award; and
- e. signing and issuing the Performance Management Decision Report.

The decision of the Board as set out in the Performance Management Decision Report is final.

F6.3 Performance Management Evaluation Team (PMET)

The PMET is comprised of DND and PSPC personnel at the following levels:

DND	Position
Deputy Director NWS Mission Support (PMET Chair)	DAEPM (R&CS) 3
NWS Communications and Electronics Manager	DAEPM(R&CS) 3-3
NWS Facilities Manager	RPON OC Det NWS
NWS Logistics Manager	DAEPM(R&CS) 3-5
NWS Procurement Manager	DAEPM(DAP) 7-2
PSPC	Position
NWS Contracting Authority	

The PMET is responsible for:

- a. conducting ongoing evaluations of Contractor performance in accordance with this Annex F;
- b. preparing and submitting the PMET Report to the Board for review;
- c. reviewing Contractor responses to Contract Notices; and
- d. when required, developing and recommending changes to this Annex F for consideration and approval by the Board.

F6.4 PMET Chair

The PMET Chair designated by Canada is responsible for:

- a. scheduling and chairing PMET meetings;
- b. consulting with/inviting team members from other organizations supported by the Contract (examples may include AFTEC and the Air Lift Carrier) to PMET meetings;
- c. preparing the PMET Report;
- d. seeking approval for the PMET Report; and
- e. Ensuring the timeliness of the PMET evaluations.

F6.5 Performance Management Evaluation Process

Solicitation No. - N° de l'invitation
W8485-157352/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
005NX

Client Ref. No. - N° de réf. du client
W8485-157352

File No. - N° du dossier
005NX.W8485-157352

CCC No./N° CCC - FMS No./N° VME

In addition to standard contract remedies, the Performance Management Evaluation Process will adhere to the structure described in this Annex F.

The PMET will prepare and submit a PMET Report to the Contractor and the Board for each evaluation period.

The Contractor must submit its response to the PMET Report to the PMET Chair within thirty (30) days of delivery of the PMET Report.

The Contracting Authority will provide the Performance Management Decision Report to the Contractor within thirty (30) days of receipt of the decision rendered by the Board.

Payment of any Financial Reward will be made in accordance with the Payment provisions in the Contract following the submission of an invoice.

ANNEX G

Security Requirements Check List



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat W8485-157352
Security Classification / Classification de sécurité UNCLASSIFIED

**SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine DND / ADM(MAT)	2. Branch or Directorate / Direction générale ou Direction DGEAPM (R&CS)	
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 North Warning System Operations, Maintenance & Sustainment Contract		
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Non <input type="checkbox"/> Oui <input checked="" type="checkbox"/>	
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?	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Non <input type="checkbox"/> Oui <input checked="" type="checkbox"/>	
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.)	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Non <input type="checkbox"/> Oui <input checked="" type="checkbox"/>	
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 <input type="checkbox"/> Yes <input type="checkbox"/> <input checked="" type="checkbox"/> Non <input type="checkbox"/> Oui <input type="checkbox"/>	
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 <input type="checkbox"/> Yes <input type="checkbox"/> <input checked="" type="checkbox"/> Non <input type="checkbox"/> Oui <input type="checkbox"/>	
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 / Etranger <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 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 : US/Canada	Specify country(ies) / Préciser le(s) pays :	Specify country(ies) / Préciser le(s) pays : US/Canada
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 type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input 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 <input checked="" type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	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"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED





Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat W8485-157352
Security Classification / Classification de sécurité UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity: 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 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: Personnel with unrestricted access to RADAR site communication rooms & restricted access zones require secret

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 combler 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? On DND premises, unscreened pers. may only access public/reception zones 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



Contract Number / Numéro du contrat W8485-157352
Security Classification / Classification de sécurité UNCLASSIFIED

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET COMSEC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET	
											A	B	C				
Information / Assets Renseignements / Biens Production	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
IT Media / Support TI IT Link / Lien électronique	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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).



Foreign Ownership, Control or Influence (FOCI)

What is FOCI?

Foreign ownership control or influence (FOCI) is an evaluation of the degree of potential control, or influence that foreign interests can have over Canadian private organizations.

Why is a FOCI required?

Public Services and Procurement Canada (PSPC) conducts FOCI evaluations to ensure the protection of sensitive information from unauthorized access which could compromise national security.

Canada's obligations and commitments to conduct FOCI assessments are referred to in the *IT Security Directive for the Control of COMSEC Material in the Canadian Private Sector (ITSD-6A)*, the *North Atlantic Treaty Organization (NATO) Directive*, and various International bilateral industrial security instruments between Canada and its foreign partners.

When is a FOCI required?

A FOCI evaluation is necessary when the contracted work requires access to: NATO or foreign classified information, assets, or sites; or to COMSEC information and assets. A FOCI evaluation may also be required as an additional measure, when requested by the client department.

A FOCI determination is contract specific and remains valid for the duration of the contract as long as the degree of potential foreign control or influence of the private organization remains unchanged. Re-evaluations will be conducted when a new FOCI requirement is identified.

What are the steps?

- PSPC reviews the Security Requirement Checklist (SRCL) to determine if a FOCI evaluation is required.
- PSPC sends the FOCI guidelines and questionnaire to the identified supplier.
- The supplier provides detailed information to the FOCI Office.
- PSPC consults with its security partners, determines the level of risk of FOCI and whether mitigation measures are necessary.
- Once the evaluation process is completed, the FOCI evaluation office advises the supplier, the client and the contracting authority of the determination.
- The supplier must report to PSPC any changes which could affect their FOCI status.

How long is the process?

The process can take from **2 to 6 months or more** depending on the level of foreign involvement in the private organization and the complexity of the organizations' corporate/ownership structure. The response time of the organization in providing the required information is the driving factor in determining the timelines associated with the process.

Contact us

If you have questions, concerns or you would like more information, you can contact us at the following email address:

SSIEVALUATIONPCIE_ISSFOCIEVALUATION@tpspc-pwpsc.gc.ca

Solicitation No. - N° de l'invitation
W8485-157352/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
005NX

Client Ref. No. - N° de réf. du client
W8485-157352

File No. - N° du dossier
005NX.W8485-157352

CCC No./N° CCC - FMS No./N° VME

ANNEX H

DND 626 Task Authorization Form

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

DND 626 (01-05)

Design: Form Management 603-000
Consultation - Gestion des Formulaires 603-000

ANNEX I

Management Value Program

11. General

A Management Value Program (MVP) promotes the reduction of Costs of Work delivery, while maintaining or improving performance of the Work. MVP provides for the reimbursement of Contractor Implementation Costs, as well as a sharing of Net Savings for those MVPs accepted by Canada.

The Contractor is encouraged to voluntarily undertake an MVP in the performance of the Work by investing its own resources to develop and submit MVP change proposals for review by Canada.

In order to qualify as an MVP under the Contract, the proposed change must:

- a) relate to an existing Contract requirement for which the Contractor is required to obtain prior approval from Canada for a formal amendment to the Contract;
- b) result in actual cost reductions/ savings to Canada that can be clearly defined and measured; and
- c) not degrade overall performance, quality, maintainability, or reliability of the NWS.

12. Definitions

"Allowable Costs" will be determined in accordance with the Contract Cost Principles 1031-2 (2012-07-16).

"Collateral Costs" means the Costs to Canada that result directly from implementation of the MVP (such as any net increases in the cost of testing, operations, maintenance and logistics support). The term does not include the normal administration Costs of processing the MVP.

"Collateral Savings" means the savings to Canada that result directly from implementation of the MVP (such as any net decreases in the cost of testing, operations, maintenance and logistics support).

"Contractor Implementation Costs" means the Allowable Costs the Contractor incurs pursuant to an executed Task Authorization and Contract amendment as approved by the Contracting Authority.

"Gross Savings" means the reduction in price in the Work which is the subject of the MVP as a result of implementing the MVP.

"Net Savings" means the Gross Savings minus the Contractor Implementation Costs.

"Sharing Base" means the negotiated percentage distribution of the Net Savings to each of the Contractor and Canada for an accepted MVP.

13. MVP Preparation and Submission

Each MVP must be submitted as a complete business case and, at a minimum, must include the following:

- a) A detailed description of the existing state, the proposed changes, the expected impact in terms of efficiencies/cost savings, and an explanation as to whether the proposal will result in short term or long lasting effects and savings; and

b) At least the following financial data:

- i. A detailed price breakdown of the existing Contract requirement;
- ii. A revised price breakdown of the Contract requirement showing the impact of the MVP;
- iii. An estimate of the Gross Savings achieved by the MVP;
- iv. A detailed breakdown of the Contractor's Implementation Costs associated with the MVP;
- v. A description and estimate of the Collateral Costs associated with the MVP; and
- vi. A description and estimate of the Collateral Savings associated with the MVP.

14. Sharing Base

Net Savings will be shared between Canada and the Contractor on an $x\% + y\% = 100\%$ basis where $x\%$ to the contractor and $y\%$ to Canada will be negotiated on a case-by-case basis for each MVP.

Collateral Costs and Collateral Savings will be taken into consideration by Canada solely to determine the acceptability of an MVP as a good business case. These amounts will not be a factor in determining Net Savings.

15. Review and Acceptance/Rejection Process

Canada will review each MVP and the Contracting Authority will respond within thirty (30) days requesting additional information, advising on the status of the MVP review, or identifying that additional time is required to review and decide upon an action to be taken.

The Contracting Authority will notify the Contractor in writing as to whether the MVP is accepted or rejected. If rejected, an explanation of the reasons for rejection will be provided. Should Canada decide to proceed with the MVP, the Contracting Authority and Contractor will negotiate the Sharing Basis.

The decision to accept or reject the MVP is solely at the discretion of Canada. Canada does not guarantee the acceptance of any MVP submission at any time.

Should Canada accept the MVP, the Contracting Authority will:

- (i) issue a Task Authorization to authorize the Contractor to proceed with the implementation of the MVP; and
- (ii) issue a Contract amendment to capture the MVP changes and/or modifications of the Work, as well as the change to the Costs.

Any amendment to the Contract will only be effective upon execution by the Contracting Authority and the Contractor. Any work or modifications conducted by the Contractor in the absence of a Contract amendment is at the Contractor's sole risk and expense.

Upon approval of the MVP, the Contractor must complete the Work required under the Contract within the firm price specified, whether or not it implements the MVP, unless an increase is authorized by the Contracting Authority.

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I6. Payment

Canada will reimburse one hundred percent (100%) of the Contractor Implementation Costs as itemized in the Contract amendment. Payment will be made in accordance with the Task Authorization.

Canada will pay the Contractor x% of the Net Savings resulting from an accepted MVP as an incentive payment provided that the MVP is complete and all Work is completed with no remaining deficiencies and/or issues, and has been inspected and accepted by Canada.

All Costs are subject to audit by Canada.

MVP payments will not constitute excess profit under any profit audit by Canada, but rather will be set aside and considered Contract cost savings.

