

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

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

**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**

|   |   |
|---|---|
| <b>Title - Sujet</b><br>DESIGNATED PKI SMART CARD   |   |
| <b>Solicitation No. - N° de l'invitation</b><br>W8474-167124/A  | <b>Date</b><br>2015-10-23   |
| <b>Client Reference No. - N° de référence du client</b><br>W8474-167124   |   |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$\$QE-071-25431  |   |
| <b>File No. - N° de dossier</b><br>071qe.W8474-167124   | <b>CCC No./N° CCC - FMS No./N° VME</b>                                    |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2015-11-09</b>  | <b>Time Zone</b><br><b>Fuseau horaire</b><br>Eastern Standard Time<br>EST |
| <b>F.O.B. - F.A.B.</b><br><b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>   |   |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Munro, Celine  | <b>Buyer Id - Id de l'acheteur</b><br>071qe                               |
| <b>Telephone No. - N° de téléphone</b><br>(819) 956-0586 ( )  | <b>FAX No. - N° de FAX</b><br>(819) 956-6907                              |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>Canadian Forces Crypto Support Unit PKI CRA Svsc<br>Building 512<br>265 DeNiverville Private<br>Ottawa, Ontario<br>K1V 7N5 |   |

**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**

Security and Information Operations Division/Division de  
la securite et des operations d'information

11 Laurier St. / 11, rue Laurier  
8C2, Place du Portage  
Gatineau  
Québec  
K1A 0S5

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

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## PART 1 - GENERAL INFORMATION

### 1.1 Security Requirements

There is no security requirement associated with the requirement.

### 1.2 Requirement

The Contractor will supply the items detailed at Annex "A", in accordance with the Statement of Work at Annex "B" attached hereto, all in accordance with the terms and conditions of this Contract.

### 1.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to procure an additional quantity of up to 65,000 D-PKI Smart Card under the same terms and conditions. The Contractor agrees that it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment. **This option shall be valid for a period of two (2) years from the date of award of the contract.**

### 1.4 Availability of Drawings

Drawings are available upon request. Bidders are to fax or email their request for drawings to: PWGSS – Attention: Céline Munro, Fax no. 819-956-6907 or email: celine.munro@pwgsc.gc.ca specifying the PWGSC solicitation number. Bidders are responsible to request drawings early enough to ensure that the drawings are received (through regular mail) before bid closing.

### 1.5 Debriefings

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

### 1.6 Canadian Content

The requirement is subject to a preference for Canadian goods and/or services.

## 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.

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

The 2003 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### **2.1.1 SACC Manual Clauses**

SACC Manual Clause D9002C (2007-11-30) Incomplete Assemblies

## **2.2 Submission of Bids**

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

## **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## **2.4 Applicable Laws**

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

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

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (two hard copies and one (1) soft copy – CD/DVD)

Section II: Financial Bid (one hard copy)

Section III: Certifications (one hard copy)

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

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

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### **Section I: Technical Bid**

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

#### **Technical Specifications Compliance Checklist**

The Offeror must confirm their proposed equipment is compliant with the Performance and Technical Specifications detailed in Annex "C" by indicating "Yes" or "No" in the "Compliant Y/N" column and supportive documentations of compliance.

#### **Submission of Samples**

As part of their technical offer the Offeror must provide Canada with **five (5) samples, identical to their proposed equipment**, consisting of the equipment listed at Annex "B" – Statement of Work and Annex "C" – Bid Evaluation Plan. **The samples must fully represent the proposed finished equipment, graphics specifications and printing included.**

The samples are to be included with the Offers, which must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Proposal.

Note: in the event of damage to samples during shipping to PWGSC, Canada will allow the vendor to replace "one for one" of any damaged components.

The samples submitted with the Offer will remain the property of Canada. If the sample does not meet the requirements of the bid solicitation or the Offeror fails to comply with any requests of the Contracting Authority, the Offeror will be declared non-responsive.

### **Section II: Financial Bid**

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Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

### 3.1.1 Exchange Rate Fluctuation

C3011T (2013-11-06) Exchange Rate Fluctuation

### 3.1.2 SACC Manual Clauses

#### Section III: Certifications

Bidders must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are two (2) or more bids with a valid **Canadian Content certification**. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

#### 4.1.1 Technical Evaluation

##### 4.1.1 Mandatory Technical Criteria

The Bidder must demonstrate that they meet the Mandatory Criteria identified in Annex "C".

##### 4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Delivered Duty Paid (DDP) destination, Canadian customs duties and excise taxes included.

### 4.2 Basis of Selection

1. To be declared responsive, a bid must:
  - (a) comply with all the requirements of the bid solicitation; and
  - (b) meet all mandatory technical evaluation criteria; and
2. Bids not meeting (a) or (b) will be declared non-responsive. The responsive bid with the **lowest aggregated priced proposal** will be recommended for award of a contract.

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**Bidders are advised that the option will be considered as part of the financial evaluation. Any bid submitted without a bid price for the option will be considered non-responsive and will be rejected.**

## **–PART 5 CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Bid**

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

#### **5.1.1 Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

#### **5.1.2 Additional Certifications Required with the Bid**

##### **5.1.2.1 Canadian Content Certification**

**5.1.2.1.1** *SACC Manual* clause A3050T (2014-11-27) Canadian Content Definition

##### **5.1.2.2 A3061T (2010-01-11) Canadian Content Certification**

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.

The Bidder certifies that:

( ) the good(s) offered are Canadian goods as defined in paragraph 1 of clause A3050T.

## 5.2 Certifications Precedent to Contract Award and Additional Information

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

### 5.2.1 Integrity Provisions List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\) - Labour's website](#).

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

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

The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), for each member of the Joint Venture.

### 5.2.3 Additional Certifications Precedent to Contract Award

#### 5.2.3.1 Sole Bid - Price Support

1. In the event that your bid is the sole bid received, Government Contract Regulations require that additional price support be provided. In such an instance, acceptable price support can include one or more of the following:

- (a) current published price list indicating the percentage discount available to the Department of Public Works and Government Services; or
- (b) paid invoices for like items (like quality and quantity) sold to other customers; or

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(c) price breakdown showing, if applicable, the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative transportation, profit, etc.  
overhead,

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## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

There is no security requirement applicable to this Contract.

### 6.2 Requirement

The Contractor will supply the items detailed at Annex "A", in accordance with the Statement of Work at Annex "B" attached hereto, all in accordance with the terms and conditions of this Contract.

### 6.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to procure an additional quantity of up to 65,000 shelters D-PKI Smart Card under the same terms and conditions. The Contractor agrees that it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment. **This option shall be valid for a period of two (2) years from the date of award of the contract.**

### 6.4 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>) issued by Public Works and Government Services Canada.

#### 6.4.1 Supplemental General Conditions

4001 (2015-04-01) Hardware Purchase, Lease and Maintenance

#### 6.4.2 General Conditions

2010A (2015-09-03) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### 6.5 Term of Contract

#### 6.5.1 Delivery Date

The delivery is requested by March 31, 2016.

DND will proceed with the samples evaluation two (2) days after the closing date of the bid solicitation. The evaluation will be conducted and completed within five (5) working days or before.

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All the deliverables detailed at "Annex A" will be received on or before \_\_\_\_\_ (**Please indicate your best delivery date in calendar days**) after successful compliance of test.

## **6.6 Authorities**

### **6.6.1 Contracting Authority**

The Contracting Authority for the Contract is:

**Céline Munro**

Supply Specialist

Public Works and Government Services Canada

Acquisitions Branch

Electronics, Munitions and Tactical Systems Procurement Directorate

11 Laurier Street, PDP III, 8C2

Gatineau, Quebec

K1A 0S5

Telephone: 613-956-0586

Facsimile: 613-956-6907

E-mail address: celine.munro@pwgsc.gc.ca

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

### **6.6.2 Technical Authority**

The Technical Authority for the Contract is:

**To be provided at contract award.**

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

### **6.6.3 Contractor's Representative**

Mr/Ms: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

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

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## 6.7 Payment

### 6.7.1 Basis of Payment

For the Work described in Annex A, Requirement - List of Deliverables.

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm **unit** price(s) detailed herein, in Canadian funds. Delivered Duty Paid (DDP) Destination as per Incoterms 2000, Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

### 6.7.2 Method of Payment

SACC Manual Clause H1001C (2008-05-12) Multiple Payments

### 6.7.3 Taxes - Foreign-based Contractor

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

## 6.8. Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered:

- a) Delivered Duty Paid (DDP) to the following address as per the Incoterms 2000 for shipments from a commercial contractor.

Canadian Forces Crypto Support Unit  
PKI CRA Svsc  
Building 512, 265 DeNiverville Private  
Ottawa, Ontario  
K1V 7N5

## 6.9 Packaging

Boxes shall be weighting no more than 30 lb each.

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## 6.10 Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in Section 10 of 2010A, General Conditions - Goods (Medium Complexity).

- a) The original invoice and one (1) copy must be submitted to the following address for certification and payment:

Department of National Defence  
NDHQ  
101 Colonel By Drive  
Ottawa, Ontario  
K1A 0K2

Attn: Constance Lee, DES Proc 4-4-6-2

- b) One (1) copy must be sent to the Contracting Authority. For complete mailing address, see Section 6 Authorities under Article 6.7.1 Contracting Authority.

## 6.11 Certifications

### 6.11.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### 6.11.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

## 6.12 Applicable Laws

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

## 6.13 Priority of Documents

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

- (a) the Articles of Agreement;

- (b) the supplemental general conditions 4001 (2015-04-01) Hardware Purchase, Lease and Maintenance;
- (c) the general conditions 2010A (2015-09-03) General Conditions - Goods (Medium Complexity);
- (d) Annex A, Requirement - List of Requirement;
- (e) Annex B, Statement of Work;
- (f) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*).

#### **6.14 Defence Contract**

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

#### **6.15 SACC Manual Clauses**

SACC Manual Clause C2611C (2007-11-30) Customs Duties - Contractor Importer  
 SACC Manual Clause C2800C (2013-01-28) Priority Rating  
 SACC Manual Clause C2801C (2014-11-27) Priority Rating - Canadian Contractors

#### **6.16 Inspection and Acceptance**

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

#### **6.17 ISO 9001:2008 - Quality Management Systems - Requirements (Quality Assurance Code C)**

The Contractor is responsible for implementing a quality system appropriate to the scope of the work to be performed. It is recommended that the quality system be based on *ISO 9001:2008 "Quality management systems - Requirements."*

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the materiel or services provided conform to the drawings, specifications and the requirements of the contract. The Contractor must keep accurate and complete inspection records which must, upon request, be made available to the authorized Department of National Defence (DND) representative, who may make copies and take extracts during the performance of the Contract and for a period of one (1) year after the completion of the Contract.

Despite the above, all materiel is subject to verification and acceptance by DND at destination. The authorized DND representative at destination may either be the consignee(s), the Technical Authority, or the Quality Assurance Authority.

#### **6.18 Insurance**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

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**ANNEX A****REQUIREMENT - LIST OF DELIVERABLES**

| <b>Items</b>     | <b>Description</b>                                      | <b>U of I</b> | <b>Qty</b> | <b>Unit Price (Cdn)</b> | <b>Total Price (Cdn)</b> |
|------------------|---|---------------|------------|-------------------------|--------------------------|
| 1                | D-PKI Smart Card as per the Statement of Work, Annex B. | ea            | 65,000     | \$_____                 | \$_____                  |
| <b>Subtotal:</b> |   |               |            |                         |                          |
| <b>HST:</b>      |   |               |            |                         |                          |
| <b>Total:</b>    |   |               |            |                         |                          |

**OPTION – Additional Quantity**

| <b>Items</b>     | <b>Description</b>                                      | <b>U of I</b> | <b>Qty</b> | <b>Unit Price (Cdn)</b> | <b>Total Price (Cdn)</b> |
|------------------|---|---------------|------------|-------------------------|--------------------------|
| 1                | D-PKI Smart Card as per the Statement of Work, Annex B. | ea            | 65,000     | \$_____                 | \$_____                  |
| <b>Subtotal:</b> |   |               |            |                         |                          |
| <b>HST:</b>      |   |               |            |                         |                          |
| <b>Total:</b>    |   |               |            |                         |                          |

**Bidders are advised that the option will be considered as part of the financial evaluation. Any bid submitted without a bid price for the option will be considered non-responsive and will be rejected.**

**Total price for evaluation (Sum + Option 1) =\$ \_\_\_\_\_ (excluded GST/HST).**

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## **ANNEX B**

### **Statement of Work**

**(See attachment (3 pages))**

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## **Annex C**

### **Substantiation of Technical Compliance Form**

**(See attachment (4 pages))**

## ANNEX E to PART 5 - BID SOLICITATION

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students.
- 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**

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- ( ) 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)