



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

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Defence Communications Division. (QD)
11 Laurier St./11, rue Laurier
Place du Portage, Phase III, 8C2
Gatineau, Québec K1A 0S5

Title - Sujet HF AUDIO SYSTEM REPLACEMENT FY13/14	
Solicitation No. - N° de l'invitation W8474-136546/C	Amendment No. - N° modif. 002
Client Reference No. - N° de référence du client W8474-136546	Date 2016-05-26
GETS Reference No. - N° de référence de SEAG PW-\$\$QD-017-25829	
File No. - N° de dossier 017qd.W8474-136546	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-06-27	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
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: Anand, Ricky	Buyer Id - Id de l'acheteur 017qd
Telephone No. - N° de téléphone (819) 420-1755 ()	FAX No. - N° de FAX (819) 953-4510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	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

The purpose of this amendment is to:

1. Modify the Period of Contract.
2. Modify Project Schedule in RFP Part 3 – Section 2.2.
3. Modify Schedule of Milestones in RFP Part 6 – Section 9.
4. Modify Annex H.
5. Extend the closing date of the RFP until 27 June 2016.

The following shall form part of the RFP:

1. In Part 6 – Resulting Contract Clauses – Under Section 4.1 – Period of the Contract:

Delete the wording in its entirety.

Insert the following wording in lieu;

All Work must be completed and delivered within one year following the contract award.

2. In RFP Part 3 – Bid Preparation Instructions - Section 2.2:

Modify Project Schedule as per the amended RFP attached herewith.

3. In RFP Part 6 – Resulting Contract Clauses - Section 10:

Modify Schedule of Milestones as per the amended RFP attached herewith.

4. Reference Annex H – Financial Bid Evaluation Methodology:

Delete Annex H in its entirety.

Insert Annex H – Version 001 as attached herewith.

All other terms and conditions of the RFP remain unchanged.

See the attached revised terms and conditions document. Revisions are indicated in green font, whereas a word “deleted” has been inserted in red font wherever any text has been deleted.

Bidder's Questions Received as of May 9th 2016.

Q1. Reference: RFP Part 3 – Article 1.1

Please confirm the copies required for Section IV – Certifications.

A1. Only one copy of each certification is required.



Table of Contents

PART 1 - GENERAL INFORMATION	3
1. Security Requirement	3
2. Statement of Work.....	3
3. Debriefings	3
4. Trade Agreements.....	3
5. Site-visit for bidders	3
PART 2 - BIDDER INSTRUCTIONS.....	4
1. Standard Instructions, Clauses and Conditions	4
2. Submission of Bids	4
3. Former Public Servant.....	4
4. Enquiries - Bid Solicitation	6
5. Applicable Laws.....	6
3 - BID PREPARATION INSTRUCTIONS.....	7
1. Bid Preparation Instructions	7
2. Section I: Technical Proposal	8
3. Section II: Management Proposal.....	10
4. Section III: Financial Proposal	11
5. Section IV: Certifications	11
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....	12
1. Evaluation Procedures	12
2. Basis of Selection	12
3. Financial Capability	13
PART 5 - CERTIFICATIONS	14
1. Mandatory Certifications Required with the Bid	14
2. Certifications Precedent to Contract Award and Additional Information	14
PART 6 - RESULTING CONTRACT CLAUSES	16

1.	Security Requirement	16
2.	Requirements.....	16
3.	Standard Clauses and Conditions.....	16
4.	Term of Contract.....	17
5.	Authorities	17
6.	Limitation of Expenditure	19
7.	Task Authorization for Additional Work Arisings (AWAs).....	19
8.	Basis of Payment.....	21
9.	Method of Payment	23
10.	Schedule of Milestones.....	23
11.	SACC Manual Clauses.....	24
12.	Technical Publications - Manuals.....	25
13.	Invoicing Instructions	25
14.	Certifications	26
15.	Applicable Laws.....	26
16.	Priority of Documents	27
17.	Periodic Usage Reports	27
18.	Consignee and Shipping Addresses.....	28
19.	Release Documents – Distribution.....	28
20.	Proactive Disclosure of Contracts with Former Public Servants.....	29
21.	Confirmation of Contract Award.....	29
22.	Contractual Disputes.....	29

List of Annexes:

Annex A:	Statement of Work (SOW)
Appendix A1:	Addresses of the DND Stations, Sites and Support Facilities
Appendix A2:	Responsibility Matrix
Appendix A3:	XML Programming Instructions Set
Annex B:	Performance Specifications
Annex C:	Basis of Payment – Breakdown of Costs
Annex D:	DND 626 – Task Authorization Form
Annex E:	PWGSC Form 1111 – Progress Payments
Annex F:	Anticipated Bidders' Questions
Annex G:	Bid Compliance Matrix
Annex H:	Financial Bid Evaluation Methodology

PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with this Request for Proposal (RFP).

Contractor personnel MAY NOT ENTER sites where (protected/classified) information or assets are kept without an escort provided by the Client Department for which the work is being performed.

2. Statement of Work

The Contractor must perform the Work in accordance with Annex A - Statement of Work, Annex B - Performance Specifications and its proposal.

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.

4. Trade Agreements

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

5. Site-visit for bidders

This Request for Proposal (RFP) has an optional DND Site-visit planned for the interested bidders. Details of the planned site-visit are found in Part 3 of this document.

PART 2 - BIDDER INSTRUCTIONS

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 the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

1.1 SAAC Clauses

A7035T (2007-05-25) List of Proposed Subcontractors

C3011T (2013-11-06) Exchange Rate Fluctuation

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.

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

2.1 Improvement of Requirement during Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least fifteen (15) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

3. Former Public Servant

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

to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

3.1 Definitions

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

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

"Lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment 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.

3.2 Former Public Servant in Receipt of a Pension

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

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

- a. name of former public servant; and
- 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: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

3.3 Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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.

5. Applicable Laws

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

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

3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

- Section I: Technical Bid (Two hard copies and a soft copy)
- Section II: Management Bid (Two hard copies and a soft copy)
- Section III: Financial Bid (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:

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

1.2 DND MACS Station - Site Visit

It is recommended that the Bidder or a representative of the Bidder visit one of the work sites. Arrangements have been made for the site visit to be held at the Military Aeronautical Communications System (MACS) Station, 21124 Loyalist Parkway, Carrying Place, Ontario, on May 17, 2016. The site is located near Trenton and the site visit will begin at 9.00 EDT. All registered bidders must arrive at the MACS Station by 08:30 EST. **As part of the site visit, the bidders will also be given an opportunity to visit the transmitter site at Pointe Petre.** Further details will be provided to the registered bidders at the time of registration.

Bidders must communicate with Mr. Sebastien Tessier at the email or telephone provided below no later than May 13, 2016 by 14.00 Hrs. EDT to confirm attendance and provide the name(s) of the person(s) holding a valid security clearance at the required level, who will attend. Bidders who do not confirm attendance and who do not provide the name(s) of the person(s) who will attend as required will not be allowed access to the site. Bidders will be requested to sign an attendance sheet. No alternative appointment will be given to bidders who do not attend or do not send a representative. Bidders who do not participate in the visit will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

Sebastien Tessier

Tel: 819-420-1756

Email: Sebastien.Tessier@pwgsc.gc.ca

Note: Canada will not reimburse bidders any costs they may incur for this site visit.

2. Section I: Technical Proposal

2.1 Canada requests that Bidders submit the Technical Bid as per the following:

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

2.1.1 Mandatory Requirements:

All requirements contained in the Annex A and Annex B are mandatory. The bidders must meet all requirements of the Annex A and B. In their technical bid, the Bidder should address all the requirements of the Annex A - Statement of Work on a paragraph-by-paragraph basis and Annex B - Performance Specification on a paragraph-by-paragraph basis.

Bidders should use Annex G – Bid Compliance Matrix to provide their responses and provide comments as to how they will carry out the work listed in Annex A and B.

2.1.2 Compliance Demonstration:

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

The Bidder should provide the page number and exact location of the brochures, document or any other material submitted with the Technical Bid to demonstrate compliance.

Bidder should provide their responses in its technical proposal as per the following:

- i. A compliance statement ("Compliant" or "Non-compliant"). "Compliant" statement will be interpreted as meaning full agreement with the requirement, whereas a Non-complaint statement will be interpreted as meaning not in full agreement with the requirement and the proposal will be deemed non-responsive and not given any further consideration.
- ii. For mandatory requirements, statements such as "Read", "Comply with Intent", "Partial Compliance", "Noted" or the like will be considered as non-responsive; Paragraphs, elements and subparagraphs that convey information rather than a requirement must be marked with "Noted and Understood".

2.2 Project Schedule

As part of its technical proposal, the Bidder should propose its preliminary project schedule, in a bar chart format. The project schedule may include the Bidder's work breakdown structure or a detailed plan that describes the scheduling of main activities and milestone events, and any potential constraints they foresee in delivering the project on time.

The project schedule should also include tentative target start and completion date for each of the following milestones:

- 2.2.1 Successful Factory Prototype System Testing demonstration prior to the First Installation.
- 2.2.2 Complete System Installation and Commissioning of the CFSCE HF Training Facility.
 - 2.2.2.1 Deleted.
 - 2.2.2.2 Deleted.
 - 2.2.2.3 Train the Trainer training delivered once the CFSCE HF Training Facility is commissioned.
- 2.2.3 Complete System Installation and Commissioning of the HF Development Laboratory.
 - 2.2.3.1 Console Operator Training delivered once the HF Development Laboratory is commissioned.
 - 2.2.3.2 System Technician Training delivered once the HF Development Laboratory is commissioned.
 - 2.2.3.3 System Administrator training delivered once the HF Development Laboratory is commissioned.
- 2.2.4 Complete System Installation and Commissioning of the MARCOM East AGA Station.
 - 2.2.4.1 Console Operator Training delivered once the MARCOM East Station is commissioned.
 - 2.2.4.2 System Technician Training delivered once the MARCOM East Station is commissioned.
- 2.2.5 Complete System Installation and Commissioning of the MACS Debert Station.
 - 2.2.5.1 Deleted.
 - 2.2.5.2 System Technician Training delivered once the Debert Station is commissioned.
- 2.2.6 Complete System Installation and Commissioning of the MARCOM West AGA Station.
 - 2.2.6.1 Console Operator Training delivered once the MARCOM West Station is commissioned.
 - 2.2.6.2 Technician Training delivered once the MARCOM West Station is commissioned.

2.2.7 Complete System Installation and Commissioning of the JTFN HQ Station.

2.2.7.1 Console Operator Training delivered once the JTFN HQ Station is commissioned.

2.2.7.2 Technician Training delivered once the JTFN HQ Station is commissioned.

2.2.8 Complete System Installation and Commissioning of the MACS Edmonton Station.

2.2.8.1 **Deleted.**

2.2.8.2 System Technician Training delivered once the Edmonton Station is commissioned.

2.2.9 Complete System Installation and Commissioning of the MACS Trenton Station.

2.2.9.1 Console Operator Training delivered once the Trenton Station is commissioned.

2.2.9.2 System Technician Training delivered once the Trenton Station is commissioned.

Note: The above milestones will remain unchanged, however, the chronological order of milestones appearing in this schedule may get modified after the contract award based on the Contractor's proposal.

3. Section II: Management Proposal

Bidders should include the following details in their Management Proposal:

- a. Your company's background and experience, the project management team and client references. The management bid must summarize the management team that will be employed and any sub-contractors that may be involved in performing the Work. The summary must include company profiles, responsibility levels, personnel, qualification, prior experience and special expertise.
- b. Your company's experience demonstrating clearly that it has the skilled work force and the capability to undertake projects of similar complexities. The Bidders should include references to previous projects they have handled to demonstrate their capability to carry out this project's requirements from definition to implementation phase to finally the delivery stage with minimal disruption and downtime.
- c. The names, titles and other pertinent details of the team members assigned to this project with their experience in terms of number of years dispensing their responsibilities under similar projects.
- d. Your company's ability to train DND personnel in support of the proposed system vis a vis its architecture, field support and logistics support.
- e. As a minimum, the bidder should demonstrate it has capability in:
 1. System Design and Development;
 2. On-site system installation experience including the requirements relating to conduit, space, power, power wiring and cabling;
 3. System Testing and Quality Assurance;
 4. System Maintenance and In-service Technical Support;
 5. Providing Spares;

6. Design and Testing capabilities;
7. Training DND personnel on system infrastructure including Hardware and Software;
8. Carrying out similar projects in the last five years; and
9. Other technical requirements listed in the Annex A and B.

Note: The Management Proposal is not part of the evaluation criteria and therefore bidders not submitting specific requested documents and other details under the management bid will not be deemed non-responsive. However, if not submitted with the bids, these details will be requested by the Contracting Authority and must be submitted by the bidders prior to the contract award in order to be considered for the contract award.

4. Section III: Financial Proposal

The Bidder should utilize Annex C - Basis of Payment for submitting their pricing Information.

- a. For Non-recurring Engineering (NRE) Work (Milestone # 1), the Bidders must propose Firm Fixed Price.
- b. For each DND Station and Support Facility (Milestone # 2 to 9), the Bidders must propose Firm Fixed Prices for all Hardware & Software and the Engineering and Installation work including their installation team's Travel and Living expenses. Applicable taxes should be shown extra.
- c. For Training (Firm and Optional Courses), the Bidders must propose Firm Fixed Prices including Travel and Living expenses. Applicable taxes should be shown extra.
- d. For Additional Work Arisings (AWAs), the Bidders must propose Firm Hourly Labour Rates excluding taxes.

5. Section IV: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- a. Bids will be assessed in accordance with the entire requirement of the bid solicitation including financial evaluation.
- b. In order to be deemed responsive, bidder's proposals must comply with all General Conditions as laid out in the 2030 (2016-04-04), General Conditions – Goods (Higher Complexity) and 2035 (2016-04-04), General Conditions - Services (Higher Complexity) and Supplemental General Conditions associated with this RFP.
- c. An evaluation team composed of representatives of Canada will evaluate the proposals.

1.1 Technical Evaluation

- 1.1.1 Compliance with all of the mandatory provisions of the RFP, including all Annexes is mandatory. Note that deviations to any mandatory requirement are not acceptable and will render the proposal non-responsive.

- 1.1.2 The quality and completeness of the proposals will form the basis of the evaluation. The definitions of mandatory requirements are as follows:

MANDATORY REQUIREMENTS: Bidders should note that all MANDATORY requirements are identified specifically with the word "shall", "must", "will", "mandatory".

1.2 Financial Evaluation

The price of the bid will be evaluated as follows:

- 1.2.1 Bidders must submit firm prices DDP Incoterms 2010, Canadian customs duties and excise taxes included, and the applicable taxes excluded.
- 1.2.2 The financial proposals will be evaluated in Canadian currency. Pricing submitted in foreign currency will be converted to Canadian dollars based on the exchange rate provided by the Bank of Canada at noon on the date of RFP closing.
- 1.2.3 Exchange rate fluctuation protection is not offered for this requirement. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.
- 1.2.4 The financial proposals will be evaluated in accordance with Annex H – Financial Bid Evaluation Methodology.

2. Basis of Selection

- 2.1. To be declared responsive, a proposal must:

- a. comply with all the requirements of the bid solicitation;
- b. meet all mandatory criteria; and bids not meeting (a) and (b) will be declared non-responsive.
- c. The Lowest Priced Compliant Bid will be recommended for Contract award.

3. Financial Capability

SACC A9033T (2012-07-16) Financial Capability

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated 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 in carrying out any of its obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

1. Mandatory Certifications Required with the Bid

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

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) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

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.

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.

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) 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.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement applicable to this Contract.

Contractor personnel MAY NOT ENTER sites where (protected/classified) information or assets are kept without an escort provided by the Agency for which the work is being performed.

2. Requirements

The Contractor must perform the Work in accordance with the Annex A - Statement of Work, Annex B - Performance Specifications and the technical and management portions of the Contractor's proposal entitled _____, dated _____

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>) issued by Public Works and Government Services Canada.

2030 (2016-04-04), General Conditions – Goods (Higher Complexity) apply to and form part of the Contract.

The following sections and subsections of 2035 (2016-04-04), General Conditions - Services (Higher Complexity), apply to and form part of the Contract:

1. Section 5 – Conduct of Work:
Subsection 2.d, 2.e and 2.f and subsection 3, 4 and 5
2. Section 20 – Copyright
3. Section 21 – Translation of Documentation
4. Section 35 – No Bribe or Conflict
Subsection 2, 3 and 4
5. Section 42 – Harassment in Workplace
6. Section 44 – Access to Information

3.1 Supplemental General Conditions

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

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

4003 (2010-08-16), Licensed Software

4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information

4. Term of Contract

4.1 Period of the Contract

All Work must be completed and delivered **within one year following the contract award.**

4.2 Option to purchase Optional Training Courses

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described in the Annex A of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Ricky Anand
Public Works and Government Services Canada
Acquisitions Branch
Defence and Major Projects Sector (DMPS)
Place du Portage, Phase III, 11Laurier Street, Gatineau, QC K1A 0S5
Government of Canada

Telephone: (819) 420-1755
Facsimile: (819) 953-4510
E-mail address: Ricky.Anand@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.

5.2 Technical Authority

The Technical Authority for the Contract is:

To be inserted at Contract award.

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

5.3 Procurement Authority

The Procurement Authority for the Contract is:

To be inserted at Contract award.

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

5.4 Inspection Authority

The Inspection Authority for the Contract is:

To be inserted at Contract award.

The Inspection Authority is the representative of the department or agency for whom the Work is being performed under the Contract and is responsible for inspection of the Work and acceptance of the finished work. The Inspection Authority may be represented on-site by a designated inspector and any other Government of Canada inspector who may from time to time be assigned in support of the designated Inspector.

5.5 Contractor's Representative

To be inserted at Contract award.

Bidders to provide name, title, telephone number and email address.

6. Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ _____.
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 percent committed, or
- b. four (4) 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. Task Authorization for Additional Work Arisings (AWAs)

Should there be any requirement beyond the established scope of this contract:

1. The Technical Authority through Contracting Authority will provide the Contractor with a description of the task using the Task Authorization Form DND 626, Task Authorization Form specified in Appendix A4.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide Procurement and Contracting Authority, within 15 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Contracting Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1 AWAs Pricing Options

- a. **Firm Price:** For AWAs, the Contractor must submit a "Firm Price" excluding travel and living expenses to the Procurement Authority when the scope of Work is clearly understood by both parties and no changes are anticipated in the scope of the Work. Where a firm price has been established, the Contractor will be obliged to complete the

Work for the specified firm price. Travel and living expenses will be paid based on actual expenditure incurred by the Contractor in accordance with the Basis of Payment.

- b. **Ceiling Price:** AWAs, the Contractor may submit a "Ceiling Price" quote excluding travel and living expenses to the Procurement Authority when the scope of the Work cannot be clearly defined. The term Ceiling Price is the maximum price that is to be paid to the Contractor and beyond which the Contractor will not receive additional compensation for the defined Work and in return for which the Contractor is obligated to complete the Work. No additional funds will be made available. When the "Ceiling Price" approach is used both parties agree prior to the Work authorization that the price is subject to downward revision on completion of the task, based on the actual cost and verification of the actuals. Travel and living expenses will be paid based on actual expenditure incurred by the contractor IAW the Basis of Payment.

Each Task Authorization for AWAs and Engineering Support Services must clearly state whether the price is a "Firm Fixed Price" or a "Ceiling Price".

- c. **Limitation of Expenditure Price:** When it is not possible for the Contractor to submit a "Firm Price" or a "Ceiling Price" as described above, the Contractor may submit a "Limitation of Expenditure" quote.
- d. The "Firm Price", "Ceiling Price" and/or the "Limitation of Expenditure" quote must be based on the rates in Canadian Funds. All proposed prices and cost estimates must be supported by a detailed cost breakdown.
- e. For a Task which is subject to a "Limitation of Expenditure" as described in Sub-article c. above, the Contractor must notify the proper authority in writing as to the inadequacy of its "Limitation of Expenditure" when:
- the resources required for its timely completion reaches 75% of the authorized Task funding; or
 - if during the execution of the authorized Tasking it appears to the Contractor that the Scope of Work is greater than had been anticipated and that the funds provided for a Task are inadequate.
- f. When providing the notification described in Sub-article e above, the Contractor must, as a minimum, identify;
- estimated labour hours and schedule forecast to complete;
 - work around plan; and
 - risk assessment.

A revised proposal and proper justification for the requested amendment must be submitted to the proper approval Authority for consideration. Under no circumstance is the authorized level of expenditure to be exceeded. Canada is under no obligation to pay for any Work that exceeds the authorized funding limitation.

- g. All amounts charged on a "Ceiling price" or "Limitation of Expenditure" basis must be subject to Government audit before or after payment of an invoice.

7.2 Task Completion/Closure Procedures:

The Contractor must monitor all Tasks issued under the Contract. If at any time the Contractor believes that a specific Task has been completed or has been inactive for a period of at least one (1) month, the Contractor must proceed as follows to request closure:

- 7.2.1 The Contractor must determine the final costs to Canada, itemized as necessary for each individual Task being considered for closure;
- 7.2.2 The Contractor must submit a letter to the PA (one copy each to RA and CA) requesting closure of the Task with reference to reports or letters concerning the Task as applicable;
- 7.2.3 In cases where authorized funds were not all expended to complete specific Tasks, these funds are considered returned to the Contract funding baseline for re-issuance/re-distribution as necessary.

7.3 Consolidation of Task Authorizations for Administrative Purposes

For administrative purposes, the contract will be amended by the Contracting Authority from time to time to reflect all TAs issued and approved to date under the contract.

7.4 Canada's Obligation – Portion of the Work – Task Authorizations

- 7.4.1 Canada's obligation with respect to the portion of the Work under the Contract that is performed through Task Authorizations is limited to the total amount of the actual authorized tasks performed by the Contractor.
- 7.4.2 Canada reserves the right, at any time, to acquire the requested Work by other means including by selecting other suppliers. For example, Canada may decide to acquire the requested Work by other means when the Contractor provides a written proposal that has been rejected by Canada.

8. Basis of Payment

8.1 Non-recurring Engineering (NRE)

For the Work described in the Annex A - Statement of Work and Annex B – Performance Specifications and the Contractor's proposal:

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price of \$_____ (*the amount will be inserted at contract award*) after successfully delivering Milestone # 1. Customs duties are included and Applicable Taxes are extra. This Milestone payment shall be subject to a 10% holdback.

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.

8.2 Hardware, Software and, Engineering & Installation Services

For the Work described in the Annex A - Statement of Work and Annex B – Performance Specifications and the Contractor's proposal:

The Contractor shall be paid Milestone payments after contractor successfully delivering each milestone in accordance with the contract.

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price of \$_____ (*the amount will be inserted at contract award*). Customs duties are included and Applicable Taxes are extra. These Milestone payments shall be subject to a 10% holdback.

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.

8.3 Training

The Contractor shall be paid payment after successfully delivering each training course in accordance with the contract.

In consideration of the Contractor satisfactorily completing its obligations for the firm training requirements under the Contract, the Contractor will be paid a firm price of \$_____ (*the amount will be inserted at contract award*). Customs duties are included and Applicable Taxes are extra. The firm training courses payments shall be subject to a 10% holdback. There will be no holdback on the Optional Courses.

8.4 Additional Work Arisings (AWAs):

Should a firm price or a ceiling price cannot be established, the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Labour Rates listed in Annex C - Basis of Payment, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

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

The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the AWAs. These expenses will be paid at actual cost with permissible/negotiated mark-up, upon submission of an itemized statement supported by receipt vouchers.

8.5 Travel and Living Expenses for AWAs:

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive, (<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>), 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. All payments are subject to government audit.

All travel expenditures related to work contained in Annex A, B and Contractor's original proposal is responsibility of the contractor.

9. Method of Payment

9.1 Milestone Payments

- 9.1.1 Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract, up to 90 percent of the amount claimed and approved by Canada if:
- a. an accurate and complete claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - b. the total amount for all milestone payments paid by Canada does not exceed 90 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 milestone and as applicable any deliverable required have been completed and accepted by Canada.
- 9.1.2 The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of the Work if the Work has been accepted by Canada and a final claim for the payment is submitted.
- 9.1.3 There will not be any holdback on the payments for the Optional Courses.

9.2 Work not performed due to Inaccessibility of Government offices and/or Sites

- 9.2.1 Where the Contractor, its employees, subcontractors, or agents are providing goods and/or services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- 9.2.2 If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

10. Schedule of Milestones

The schedule of milestones for which payments will be made, is as follows:

- 10.1 Successful Factory Prototype System Testing demonstration prior to the First Installation.
- 10.2 Complete System Installation and Commissioning of the CFSCE HF Training Facility.
- 10.2.1 **Deleted.**
- 10.2.2 **Deleted.**
- 10.2.3 Train-the -Trainer Training delivered once the CFSCE HF Training Facility is commissioned.

- 10.3 Complete System Installation and Commissioning of the HF Development Laboratory.
- 10.3.1 Console Operator Training delivered once the HF Development Laboratory is commissioned.
- 10.3.2 System Technician Training delivered once the HF Development Laboratory is commissioned.
- 10.3.3 System Administrator Training delivered once the HF Development Laboratory is commissioned.

- 10.4 Complete System Installation and Commissioning of the MARCOM East AGA Station.
- 10.4.1 Console Operator Training delivered once the MARCOM East Station is commissioned.
- 10.4.2 System Technician Training delivered once the MARCOM East Station is commissioned.

- 10.5 Complete System Installation and Commissioning of the MACS Debert Station.
- 10.5.1 Deleted.
- 10.5.2 System Technician Training delivered once the Debert Station is commissioned.

- 10.6 Complete System Installation and Commissioning of the MARCOM West AGA Station.
- 10.6.1 Console Operator Training delivered once the MARCOM West Station is commissioned.
- 10.6.2 System Technician Training delivered once the MARCOM West Station is commissioned.

- 10.7 Complete System Installation and Commissioning of the JTFN HQ Station.
- 10.7.1 Console Operator Training delivered once the JTFN HQ Station is commissioned.
- 10.7.2 System Technician Training delivered once the JTFN HQ Station is commissioned.

- 10.8 Complete System Installation and Commissioning of the MACS Edmonton Station.
- 10.8.1 Deleted.
- 10.8.2 System Technician Training delivered once the Edmonton Station is commissioned.

- 10.9 Complete System Installation and Commissioning of the MACS Trenton Station.
- 10.9.1 Console Operator Training delivered once the Trenton Station is commissioned.
- 10.9.2 System Technician Training delivered once the Trenton Station is commissioned.

Note: The above milestones will remain unchanged, however, the chronological order of milestones appearing in this schedule may get modified based on the Contractor's proposal.

11. SACC Manual Clauses

A2000C (2006-06-16)	Foreign Nationals (Canadian Contractor)
A2001C (2006-06-16)	Foreign Nationals (Foreign Contractor)
A9006C (2012-07-16)	Defence Contract
A9062C (2011-05-16)	Canadian Forces Site Regulations
A9065C (2006-06-16)	Identification Badge
A9117C (2007-11-30)	T1204 - Direct Request by Customer Department
B4019C (2015-02-25)	United States Military Specifications and Standards
B4059C (2008-05-12)	Government Supplied Technical Documents
B6802C (2007-11-30)	Government Property
B7500C (2006-06-16)	Excess Goods
C0705C (2010-01-11)	Discretionary Audit
C2000C (2007-11-30)	Taxes - Foreign-based Contractor
C2604C (2013-04-25)	Customs Duties, Excise Taxes and Applicable Taxes – Non Resident
C2605C (2008-05-12)	Canadian Customs Duties and Sales Tax – Foreign-based Contractor
C2606C (2008-05-12)	Custom Duties and Excise Taxes - Exemption

C2610C (2007-11-30)	Custom Duties – Department of National Defence - Importer
C2611C (2007-11-30)	Custom Duties – Contractor Importer
C2800C (2013-01-28)	Priority Rating
C2801C (2014-11-27)	Priority Rating - Canadian Contractors
D0050C (2007-05-25)	End User Certificate
D2000C (2007-11-30)	Marking
D2001C (2007-11-30)	Labeling
D5510C (2014-06-26)	Quality Assurance Authority (DND) - Canadian-based Contractor
D5515C (2010-01-11)	Quality Assurance Authority (Department of National Defence) - Foreign-based and United States Contractor
D5540C (2010-08-16)	ISO 9001:2008 - Quality Management Systems - Requirements (Quality Assurance Code Q)
D5545C (2010-08-16)	ISO 9001:2008 - Quality Management Systems - Requirements (Quality Assurance Code C)
D5604C (2008-12-12)	Release Documents (DND) - Foreign-based Contractor
D5605C (2010-01-11)	Release Documents (DND) - United States-based Contractor
D5606C (2012-07-16)	Release Documents (DND) - Canadian-based Contractor
D6009C (2013-04-25)	Shipping Instructions - Delivery and Destination Schedules Unknown
D9002C (2007-11-30)	Incomplete Assemblies
G1005C (2008-05-12)	Insurance

12. Technical Publications - Manuals

The Contractor must provide and clearly label all technical publications required for description, operation, installation, maintenance and repair of the deliverable end items.

12.1 Existing Manuals

The Contractor must provide the following publications in English as existing commercial or foreign government off-the-shelf manuals, in full compliance with the latest issue of *C-01-100-100/AG-005, Adoption of Commercial and Foreign Government Publications*. The Contractor must deliver the existing manuals to the Technical Authority or his designated representative on or before the last installation.

12.2 Customized Manuals

The Contractor must also provide the Operator Manual in English for the customized Graphical User Inter- phase (GUI). The Contractor must deliver the customized manuals to the Technical Authority or his designated representative on or before the last installation.

13. Invoicing Instructions

13.1 The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment. Each claim must show:

- a. all information required on form PWGSC-TPSGC 1111;
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- c. the description and value of the milestone claimed as detailed in the Contract.

- 13.2** Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
- 13.3** The Contractor must not submit claims until all work identified in the claim is completed.
- 13.4** Invoices must be distributed as follows:
- (a) The original invoice (hard copy) and one (1) e-copy must be forwarded to the Procurement Authority identified under the section entitled "Authorities" of the Contract.
 - (b) An e-copy must be sent to the consignee.
 - (c) One (1) e-copy must be forwarded to the Contracting Authority and the Technical Authority identified under the section entitled "Authorities" of the Contract.

14. Certifications

14.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated 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 associated 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.

14.2 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.

15. Applicable Laws

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

16. 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. Annex C - Basis of Payment;
- c. The general conditions 2030 (2016-04-04), General Conditions – Goods (Higher Complexity);
- d. The applicable sections and sub-sections of the general conditions 2035 (2016-04-04), General Conditions - Services (Higher Complexity);
- e. The supplemental conditions 4001 (2015-04-01), Hardware Purchase, Lease and Maintenance;
- f. The supplemental conditions 4002 (2010-08-16), Software Development or Modification Services;
- g. The supplemental conditions 4003 (2010-08-16), Licensed Software;
- h. The supplemental conditions 4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information;
- i. The supplemental conditions 4010 (2012-07-16), Services Higher Complexity;
- j. Annex A - Statement of Work;
- k. Annex B - Performance Specifications; and
- l. The Contractor's proposal dated _____.

17. Periodic Usage Reports

1. The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under this Contract.
2. The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report.
3. The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

- a. 1st quarter: April 1 to June 30;
- b. 2nd quarter: July 1 to September 30;
- c. 3rd quarter: October 1 to December 31; and
- d. 4th quarter: January 1 to March 31.

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

17.1 Reporting Requirement- Details

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

For each authorized task:

- a. the authorized task number or task revision number(s);
- b. a title or a brief description of each authorized task;
- c. the total estimated cost specified in the authorized Task Authorization (TA) of each task, GST or HST extra;
- d. the total amount, GST or HST extra, expended to date against each authorized task;
- e. the start and completion date for each authorized task;
- f. the active status of each authorized task, as applicable; and
- g. total funds committed and expended including and excluding taxes.

For all authorized tasks:

- a. the amount (GST or HST extra) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- b. the total amount, GST or HST extra, expended to date against all authorized TA's.

18. Consignee and Shipping Addresses

The details of the consignee and shipping addresses will be provided by the Technical Authority prior to shipment of the hardware just before the commencement of installation work, as necessary.

19. Release Documents – Distribution

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- a. One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- b. Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- c. One (1) copy to the Contracting Authority;
- d. One (1) copy to:

National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2

Attention: _____

- e. One (1) copy to the Quality Assurance Representative;
- f. One (1) copy to the Contractor; and
- g. For all non-Canadian contractors, one (1) copy to:

DQA/Contract Administration
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2

E-mail: ContractAdmin.DQA@forces.gc.ca.

20. 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.

21. Confirmation of Contract Award

The Contractor was notified of contract award by _____ (*insert "e-mail", "facsimile" or "telephone", as applicable*) on _____ (*insert date*). The Work specified in the notice, if any, must not be duplicated.

22. Contractual Disputes

The following procedures for the settlement of any disputes which may arise throughout the life of this Contract shall prevail:

- 22.1 Disputes arising from this Contract will in the first instance be resolved by the Contracting Authority and the Contractor's Contract Administrator within fifteen (15) working days or such additional time as may be agreed to by both parties.
- 22.2 Failing resolution under (1) above, the Manager, Defence Communications Division, Electronics, Munitions and Tactical Systems Procurement Directorate (EMTSPD), Defence and Major Projects Sector (DMPS) and the Contractor's Representative Supervisor will attempt to resolve the dispute within an additional fifteen (15) working days.
- 22.3 Failing resolution under (1) or (2), the Senior Director of EMTSPD, DMPS and the Contractor's equivalent Senior Management will attempt to resolve the dispute within an additional thirty (30) working days.

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

() 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)

ANNEX H - FINANCIAL BID EVALUATION METHODOLOGY - VERSION 001		
NON-RECURRING ENGINEERING		
A	B	C
Milestone	Factory Prototype System Acceptance	Non-recurring Engineering (Level of Effort)
1	Successful Factory Prototype System Testing Demonstration Prior to the First Installation	
Total Price of NRE		\$

ANNEX H - FINANCIAL BID EVALUATION METHODOLOGY - VERSION 001		
HARDWARE		
A	B	C
Milestone	Stations and Support Facilities	Firm Fixed Price For Hardware
2	The CFSCE HF Training Facility, CFB Kingston in Kingston, Ontario.	
3	The HF Development Laboratory, DND Uplands Site in Ottawa, Ontario.	
4	The MARCOM East AGA System Operations Site in Halifax, Nova Scotia, the MARCOM East AGA System transmitter site in Newport Corners, Nova Scotia and the MARCOM East AGA System receiver site in Mill Cove, Nova Scotia.	
5	The MACS system receiver site in Masstown, Nova Scotia, at the the MACS system transmitter site in Great Village, Nova Scotia, and at the MACS system transmitter site in Great Village, Nova Scotia.	
6	The MARCOM West AGA System Operations Site in Esquimalt, British Columbia, at the MARCOM West AGA System transmitter site in Maisqui, British Columbia, and at the MARCOM West AGA System receiver site in Aldergrove, British Columbia.	
7	The JTFN HQ station in Yellowknife, Northwest Territories, the JTFN transmitter site in Kam Lake, Northwest Territories, and the JTFN receiver site in Ptarmigan Lake, Northwest Territories;	
8	The MACS Edmonton Station system receiver site in Riverbend, Alberta, and the MACS system transmitter site in Cardiff, Alberta;	
9	The MACS Trenton Station system operations and receiver site in Carrying Place, Ontario, and the MACS system transmitter site in Point Petre, Ontario.	
Total Price of All Hardware		\$

ANNEX H - FINANCIAL BID EVALUATION METHODOLOGY - VERSION 001		
ENGINEERING & INSTALLATION SERVICES		
A	B	C
Milestone	Stations and Support Facilities	Firm Fixed Price For Engineering & Installation Services
2	The CFSCE HF Training Facility, CFB Kingston in Kingston, Ontario.	
3	The HF Development Laboratory, DND Uplands Site in Ottawa, Ontario.	
4	The MARCOM East AGA System Operations Site in Halifax, Nova Scotia, the MARCOM East AGA System transmitter site in Newport Corners, Nova Scotia and the MARCOM East AGA System receiver site in Mill Cove, Nova Scotia.	
5	The MACS system receiver site in Masstown, Nova Scotia, at the the MACS system transmitter site in Great Village, Nova Scotia, and at the MACS system transmitter site in Great Village, Nova Scotia.	
6	The MARCOM West AGA System Operations Site in Esquimalt, British Columbia, at the MARCOM West AGA System transmitter site in Matsqui, British Columbia, and at the MARCOM West AGA System receiver site in Aldergrove, British Columbia.	
7	The JTFN HQ station in Yellowknife, Northwest Territories, the JTFN transmitter site in Kam Lake, Northwest Territories, and the JTFN receiver site in Ptarmigan Lake, Northwest Territories;	
8	The MACS Edmonton Station system receiver site in Riverbend, Alberta, and the MACS system transmitter site in Cardiff, Alberta;	
9	The MACS Trenton Station system operations and receiver site in Carrying Place, Ontario, and the MACS system transmitter site in Point Petre, Ontario.	
Total Price of All Items		\$

ANNEX H - FINANCIAL BID EVALUATION METHODOLOGY - VERSION 001			
TRAINING REQUIREMENTS			
A	B	C	D
CLIN	Training Courses	Firm Fixed Unit Price For Mandatory Training Courses	Firm Fixed Unit Price For the Optional Courses
CLIN A	Console Operator Training Course		
1	At the CFSCE HF Training Facility, CFB Kingston in Kingston, Ontario.	Course Not Required at this Location	
2	At the HF Development Laboratory, DND Uplands Site in Ottawa, Ontario.		
3	At the MARCOM East AGA System Operations Site in Halifax, Nova Scotia.		
4	At the MACS system receiver site in Masstown, Nova Scotia.	Course Not Required at this Location	
5	At the MARCOM West AGA System Operations Site in Esquimalt, British Columbia.		
6	At the JTFN HQ station in Yellowknife in Northwest Territories.		
7	At the MACS system receiver site in Riverbend, Alberta.	Course Not Required at this Location	
8	At the MACS system operations and receiver site in Carrying Place, Ontario.		
CLIN B	System Technician Training Course		
9	At the CFSCE HF Training Facility, CFB Kingston in Kingston, Ontario.	Course Not Required at this Location	
10	At the HF Development Laboratory, DND Uplands Site in Ottawa, Ontario.		
11	At the MARCOM East AGA System Operations Site in Halifax, Nova Scotia and at the MARCOM East AGA System transmitter site in Newport Corners, Nova Scotia .		
12	The MACS system receiver site in Masstown, Nova Scotia, at the MACS system transmitter site in Great Village, Nova Scotia, and at the MACS system transmitter site in Great Village, Nova Scotia.		
13	The MARCOM West AGA System Operations Site in Esquimalt, British Columbia, at the MARCOM West AGA System transmitter site in Malsqui, British Columbia, and at the MARCOM West AGA System receiver site in Aldergrove, British Columbia.		
14	The JTFN HQ station in Yellowknife, Northwest Territories, the JTFN transmitter site in Kam Lake, Northwest Territories, and the JTFN receiver site in Piumigan Lake, Northwest Territories;		
15	The MACS Edmonton Station system receiver site in Riverbend, Alberta, and the MACS system transmitter site in Cardiff, Alberta;		
16	The MACS Trenton Station system operations and receiver site in Carrying Place, Ontario, and the MACS system transmitter site in Point Petre, Ontario.		
CLIN C	Console Operator and System Technician "Train-the-Trainer" Course		
17	At the CFSCE HF Training Facility, CFB Kingston in Kingston, Ontario.		
CLIN D	System Administrator Training Course		
18	At the HF Development Laboratory, DND Uplands Site in Ottawa, Ontario.		
	Aggregate Price of Training Courses		\$

ANNEX H - FINANCIAL BID EVALUATION METHODOLOGY - VERSION 001							
HOURLY LABOUR RATES FOR ADDITIONAL WORK ARISING (AWA)							
A	B	C	D	E	F	G	H
Item No.	Labour Categories	Estimated Hours for AWA for 2016	Hourly Labour Rates Contract Award to 31 December 2016	Estimated Total (C*D)	Estimated Hours for AWA for 2017	Hourly Labour Rates From 1 January 2017 to 31 December 2017	Estimated Total (F*G)
1	Junior Technician	200		\$0.00	200		\$0.00
2	Senior Technician	200		\$0.00	200		\$0.00
3	Junior Engineer	100		\$0.00	100		\$0.00
4	Senior Engineer	100		\$0.00	100		\$0.00
5	Installation Supervisor	100		\$0.00	100		\$0.00
6	Project Manager	200		\$0.00	200		\$0.00
				\$0.00			\$0.00
						Aggregate of Labour Rates	\$0.00

Note: Estimated Hours used for AWAs are for evaluation purpose only.

ANNEX H - FINANCIAL BID EVALUATION METHODOLOGY - VERSION 001							
SUMMARY SHEET - RESULT							
A	B	C	D	E	F	G	H
ITEM No.	Description	Non-recurring Engineering	Total Price of Hardware (Including Optional Quantities)	Total Price of Engineering & Installation Services	Total Price for all Training Requirements Including Optional Courses	Aggregate of the Hourly Labour Rates	Aggregate Price of Item 1, 2, 3, 4 and 5
1	Non-recurring Engineering						
2	Hardware						
3	Engineering & Installation Services						
4	Training						
5	Labour Rates						
6	Total Proposal Price						\$0.00