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RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
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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

Title - Sujet JOINT CBRN GEN. SERVICE RESPIRATOR	
Solicitation No. - N° de l'invitation W8476-155141/C	Date 2016-06-23
Client Reference No. - N° de référence du client W8476-155141	
GETS Reference No. - N° de référence de SEAG PW-\$\$PV-867-71135	
File No. - N° de dossier pv867.W8476-155141	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-08-12	
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: Lalonde, Martin	Buyer Id - Id de l'acheteur pv867
Telephone No. - N° de téléphone (819) 462-1009 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Scientific, Medical and Photographic Division / Division de
l'équipement scientifique, des produits photographiques et
pharmaceutiques
11 Laurier St./ 11 rue, Laurier
6B1, Place du Portage
Gatineau, Québec K1A 0S5

Delivery Required - Livraison exigée See Herein	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

Solicitation No. - N° de l'invitation
W8476-155141/A
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.
File No. - N° du dossier
W8476-155141

Buyer ID - Id de l'acheteur
pv867
CCC No./N° CCC - FMS No./N° VME

See RFP attached.

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into eight (8) parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders;
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to the Contract for the acquisition of the Joint Chemical, Biological, Radiological and Nuclear General Service Respirator (Joint CBRN GSR) system; and
- Part 8 Resulting Contract Clauses: includes the clauses and conditions that will apply to the Contract for In-Service Support of the Joint CBRN GSR Systems.

1.2 Summary

1.2.1 The Canadian Armed Forces (CAF) has a requirement for the Joint CBRN GSR system to replace the respirators that are currently in service. Two (2) contracts will be awarded concurrently to a single contractor as a result of this competitive procurement process. The Joint CBRN GSR System is defined to be all of the items provided by the Contractor to meet the Statement of Work.

1.2.2 The first contract is for the acquisition of the Joint CBRN GSR system. The requirement is for 62,000 Joint CBRN GSR Systems with an option to purchase additional quantity of up to 15,800. The contract is for a period of up to 24 months after contract award.

1.2.3 The second contract is for the provision of In-Service Support (ISS) which is defined in Annex D – ISS SOW. This ISS Contract will be awarded the same day as the Acquisition Contract and effective no later than 12 months after the Acquisition Contract Award with the option to extend for up to four (4) additional two (2) year periods.

1.2.4 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, Annex G – Security Requirement Checklist, and the resulting contract clauses found in Part 7 and Part 8. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (PWGSC) (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

1.2.5 This procurement is subject to Industrial Technological Benefits (ITB) and Value Proposition (VP) as described in Annex C – Value Proposition Guide.

1.2.6 This procurement is subject to the Controlled Goods Program. The [Defence Production Act](#) defines Canadian Controlled Goods as certain goods listed in Canada's Export Control List, a regulation made pursuant to the Export and Import Permits Act (EIPA).

1.2.7 The National Security Exceptions (NSE) provided for in the trade agreements have been invoked; therefore, this procurement is excluded from all of the obligations of all the trade agreements.

1.2.8 The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex titled [Federal Contractors Program for Employment Equity - Certification](#).

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

2.1.1 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 (SACC) Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada (PWGSC). 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.

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

2.1.3 Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete sixty (60) days

Insert: three hundred and sixty five (365) days.

Standard Acquisition Clauses and Conditions Manual Clauses

SACC Manual Clause - B1000T (2014-06-26), Condition of Material

2.2 Submission of Bids

Bids must be submitted only to 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.

2.3 Enquiries - Bid Solicitation

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

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

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

2.5 Language of Work

2.5.1 Unless otherwise specified, the Contractor must deliver all deliverables listed in the Contract Data Requirements List (CDRL) in Canadian English or Canadian French. Once manual contents have been reviewed and accepted by the Technical Authority (TA), translation into French or English must take place prior to final item delivery & acceptance by the TA.

2.5.2 Official language requirements are detailed in the A-LM-505-010/JS-001, Official Languages Requirements for Technical Documentation. All changes to bilingual publications must be translated and issued simultaneously.

2.5.3 The language quality of the translation must be consistent with and equivalent to the source text and must be suited to the typical user/technician's ability in the language (Refer to C-01-100-100/AG-006).

2.5.4 Under normal situations, the translation activity will only begin after DND approval of technical content. However, where artwork is involved, layout planning will commence at the initial artwork stage to prevent duplication of effort later in the production process.

2.5.5 Bidders must comply with the definitions identified in Annex J – Glossary of Acronyms, Terms and Definitions.

PART 3 - BID PREPARATION INSTRUCTIONS

For details on the bid evaluation procedures refer to Annex F - Bid Evaluation Plan.

3.1 Bid Preparation Instructions

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

Section I: Technical Bid, 2 hard copies and 1 soft copy on CD/DVD.

Section II: Management Bid, 2 hard copies and 1 soft copy on CD/DVD.

Section III: Financial Bid, 2 hard copies and 1 soft copy on CD/DVD.

Section IV: Industrial Technological Benefits and Value Proposition, 2 hard copies and 1 soft copy on CD/DVD.

Section V: Certifications, 2 hard copies and 1 soft copy on CD/DVD.

Section VI: Additional Information, 2 hard copies and 1 soft copy on CD/DVD.

3.1.1 If there is a discrepancy between the wording of the soft copy and the hard copy labeled (MASTER), the wording of the MASTER hard copy will have priority over the wording of the soft copy.

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

3.1.3 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; and

(b) use a numbering system that corresponds to the bid solicitation.

3.1.4 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) (<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 paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- (b) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

3.1.5 Soft documents must be in a searchable electronic format.

3.2 Section I: Technical Bid

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

3.2.2 The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. 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.

3.3 Section II: Management Bid

In their management bid, Bidders must describe their capability and experience, the project management team and provide client contact(s).

3.4 Section III: Financial Bid

3.4.1 Bidders must submit their financial bid in accordance with Annex B – Acquisition Contract Deliverables Pricing List (CDPL) and Annex E – In-Service Support Contract Deliverables Pricing List (CDPL). The total amount of Applicable Taxes must be shown separately.

3.4.2 Exchange Rate Fluctuation Risk Mitigation

SACC Manual Clause – [C3010T](#) (2014-11-27), Risk Mitigation

The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form PWGSC-TPSGC 450,  Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.

The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).

At time of bidding, the Bidder must complete columns (1) to (4) on form PWGSC-TPSGC 450,  for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.

Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

3.4.3 Exchange Rate Fluctuation Adjustment

3.4.3.1 The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.

3.4.3.2 For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.

3.4.3.3 The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provisions in the contract. The exchange rate adjustment amount will be calculated in accordance with the following formula:

Adjustment = FCC x Qty x (i1 - i0) / i0 where formula variables correspond to:

FCC

Foreign Currency Component (per unit)

i0

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

i1

exchange rate for adjustments (CAN\$ per unit of foreign currency [e.g. US\$1])

Qty

quantity of units

3.4.3.4 The initial exchange rate is typically set as the noon rate as published by the Bank of Canada on the solicitation closing date.

3.4.3.5 For goods, the exchange rate for adjustment will be the noon rate as published by the Bank of Canada on the date the goods were delivered. For services, the exchange rate for adjustment will be the noon rate on the last business day of the month for which the services were performed. For advance payments, the exchange rate for adjustment will be the noon rate on the date the payment was due. The most recent noon rate will be used for non-business days.

3.4.3.6 The Contractor must indicate the total exchange rate adjustment amount (either upward, downward or no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form PWGSC-TPSGC 450,  Claim for Exchange Rate Adjustments.

3.4.3.7 The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form PWGSC-TPSGC 450  (i.e. [i1 - i0] / i0)).

3.4.3.8 Canada reserves the right to audit any revision to costs and prices under this clause.

3.5 Section IV: Industrial Technological Benefits and Value Proposition

Bidders must submit their Industrial Technological Benefits and Value Proposition bid in accordance with Annex C – Industrial Technological Benefits and Value Proposition.

3.6 Section V: Certifications

Bidders must submit the certifications required under Part 5.

3.7 Section VI: Additional Information

3.7.1 Bidder's proposed Site(s) or Premises Requiring Safeguarding Measures

3.7.1.1. As indicated in Part 6 under Security Requirements, the Bidder must provide the full address(es) of the Bidder's and proposed individual(s)' site(s) or premises for which safeguarding measures are required for the performance of the Work:

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

3.7.1.2. The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Bidder and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

PART 4 - BID EVALUATION

For details on the bid evaluation procedures refer to Annex F - Bid Evaluation Plan.

4.1 Overview

4.1.1 Canada will carry out a three-phased bid evaluation process for this requirement. Phase 1 is the preliminary evaluation conducted by the Contracting Authority (CA). Phase 2 consists of the mandatory and rated evaluation criteria for technical, managerial, industrial technological benefits, value proposition and financial. Phase 3 is the Bidder selection process.

4.1.2 An evaluation team composed of representatives of the PWGSC, Innovation Science and Economic Development (ISED), Department of National Defence (DND), and individual contractors from Calian, Promaxis, AMTEK and Valcom; will evaluate bids for both the acquisition and in-service support requirement.

4.1.3 When certificates are provided and statements of compliance are submitted, Canada reserves the right to verify, inspect and test such items to determine the validity of the certification or statement.

4.1.4 Canada reserves the right to conduct testing on Joint CBRN GSRs even though a Bidder decides not to propose a capability for a particular system requirement specification.

4.2 Financial Evaluation Clause

SACC Manual Clause [A0222T](#) (2014-06-26), Evaluation of Price

For more details refer to Annex H, Appendix HA - Total Evaluation Price

4.3 Basis of Selection Clause

SACC Manual Clause - [A0027T](#) (2012-07-16), Highest Combined Rating of Technical Merit and Price

4.3.1 Upon completion of Phase 1 and Phase 2, PWGSC will consolidate the resulting information and produce the Bid Evaluation Report. The Basis of Selection – Highest Combined Rating of Technical, Managerial, Value Proposition Merit and Price.

4.3.2 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation; and
- (b) meet all mandatory criteria; and
- (c) achieved a minimum pass standard of 2.6/10 points for Phase 2B – Acquisition Managerial and 0.7/10 points for Phase 2B – In-Service Support Managerial Bid to be deemed responsive and 6.3/60 points for Phase 2 B and 4.1/60 points for Phase 2G for the technical Bid. There are no Minimum points required for Phases 2D, 2E and 2F.

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

4.3.4 There is no minimum score for ITB and Value Proposition.

4.3.5 The compliant and responsive bid with the highest combined rating of technical, managerial, Value Proposition merit and price will be recommended for award of a contract.

4.3.6 At completion of Phase 3, PWGSC Contracting Authority will return to the Bidders their Joint CBRN GSR Systems supplied for the evaluation process.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

5.1. Certifications Required with the Bid

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

5.1.2 The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-compliant, 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.

5.1.3 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-compliant or constitute a default under the Contract.

5.2. Certifications Precedent to Contract Award

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

5.3. Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.4. Federal Contractors Program for Employment Equity - Bid Certification

5.1.4 By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (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.

5.1.5 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;

5.1.6 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; and

5.1.7 The Bidder must provide the Contracting Authority with a completed 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.

5.5. Additional Certifications Precedent to Contract Award

The Bidders must be registered in the Controlled Goods Program (or national equivalent program) and

must provide its register number at bid closing date.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1. Security Requirements

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

- (a) the Bidder must hold a valid organization security clearance as indicated in the resulting contract clauses found in Part 7, Part 8 (and Annex G - Security Requirement Checklists);
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in the resulting contract clauses found in Part 7, Part 8 and Annex G - Security Requirement Checklists;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 and Part 8 paragraphs on Security Requirements of the Resulting Contract Clauses; and
- (e) the Bidder must provide the address(es) of proposed site(s) or premises of work performance and document safeguarding as indicated in Part 3 - Section VI Additional Information.

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

6.1.3 For additional information on security requirements, Bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

6.2. Controlled Goods Requirement

SACC Manual Clause - [A9130T](#) (2014-11-27) Controlled Goods Program

PART 7 - RESULTING CONTRACT CLAUSES – ACQUISITION CONTRACT

The following clauses and conditions apply to and form part of the contract for the acquisition of Joint CBRN GSR System resulting from this bid solicitation.

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Annex A – Acquisition Statement of Work and any appendices attached thereto.

7.2 Optional Goods and/or Services

SACC Manual Clause - [A0070C \(2007-11-30\)](#) Optional Goods and /or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described in Table 2 – Optional Deliverables of Annex B – Acquisition Contract Deliverables Pricing List 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, in part or in whole, at any time before the expiry of the Contract by sending a written notice to the Contractor; and

7.3 Existing Technical Publications - Translation

SACC Manual Clause - [A9051C \(2014-03-01\)](#) Existing Technical Publications - Translation

The Contractor grants to Canada a non-exclusive, perpetual, irrevocable and royalty-free license to translate and reproduce for government use all or any part of the technical publications supplied with the equipment delivered under the Contract. Copyright in the translation made by Canada or by independent contractors engaged by Canada will belong to Canada.

7.4 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.

7.4.1 General Conditions.

[2030 \(2016-04-04\)](#), *General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.*

SACC Manual Clause - [2035 20 \(2008-05-12\)](#), Copyright

SACC Manual Clause - [K3030C \(2010-01-11\)](#), Copyright

SACC Manual Clause - [C3015C \(2014-11-27\)](#), Exchange Rate Fluctuation Adjustment

7.5 Security Requirements

7.5.1 The following security requirements (Security Requirements Check List (SRCL) and related clauses provided by industrial Security Program (ISP)) apply and form part of the Contract:

- (a) The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of NATO SECRET, with approved Document Safeguarding Capabilities at the level of NATO SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC);
- (b) The Contractor personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) must be permanent residents of Canada or citizens of a NATO

- member country and must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by CISD/PWGSC;
- (c) The Contractor personnel requiring access to NATO CLASSIFIED information, assets or sensitive work site(s) must be permanent residents of Canada or citizens of a NATO member country and EACH hold a valid personnel security screening at the level of NATO SECRET, granted or approved by the appropriate delegated NATO Security Authority;
 - (d) The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store any sensitive CLASSIFIED information until CISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of NATO SECRET, including an IT Link at the level of NATO SECRET;
 - (e) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC;
 - (f) The Contractor must complete and submit a Foreign Ownership, Control and Influence (FOCI) Questionnaire and associated documentation identified in the FOCI Guidelines for Organizations prior to contract award to identify whether a third party individual, firm or government can gain unauthorized access to INFOSEC or CLASSIFIED NATO/FOREIGN information/assets. Public Works and Government Services Canada (PWGSC) will determine if the company is "Not Under FOCI" or "Under FOCI". When an organization is determined to be "Under FOCI", PWGSC will ascertain if mitigation measures exist or must be put in place by the company so it can be deemed "Not Under FOCI through Mitigation";
 - (g) The Contractor should at all times during the performance of the Contract possess a letter from PWGSC identifying the results of the FOCI assessment with a FOCI designation of Not Under FOCI or Not Under FOCI through Mitigation;
 - (h) All changes to Questionnaire and associated FOCI evaluation factors must immediately be submitted to the Industrial Security Sector (ISS) to determine if the changes impact the FOCI designation;
 - (i) The Contractor must comply with the provisions of the Security Requirements Check List and security guide (if applicable), attached at Annex G; and
 - (j) The Company Security Officer (CSO) must ensure through the [Industrial Security Program \(ISP\)](#) that the Contractor and individual(s) hold a valid security clearance at the required level.

7.6 Term of Contract

7.6.1 Period of the Contract

SACC Manual Clause - [A9022C](#) (2007-05-25) Period of Contract

The period of the Contract is from the date of the Contract award to (Insert date) inclusive.

7.7 Authorities

7.7.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Martin Lalonde
Title: Supply Team Leader
Public Works and Government Services Canada Acquisitions Branch
Directorate: Commercial and Consumer Products Directorate (CCPD)

Address: Place du Portage, Phase III 6A2-49

11 Rue Laurier, Gatineau, Québec, K1A 0S5

Telephone: 613-462-1009
Facsimile: 819-956-3814
E-mail address: martin.lalonde@pwgsc.gc.ca

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

7.7.2 Technical Authority

The Technical Authority for the Contract is: Name:

Title:
Organization: DCSEM 5-8

Address: National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario, Canada, K1A 0K2

Telephone:
Facsimile:
E-mail:

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however the Technical Authority has no authority to authorize changes to the scope of the Work.

Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.7.3 Procurement Authority

The Procurement Authority for the Contract is: Name:

Title:
Organization: DLP 5-5-8

Address: National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario, Canada, K1A 0K2

Telephone:
Facsimile:
E-mail:

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

7.7.4 Quality Assurance Authority (QAA)

SACC Manual Clause - [D5510C](#) (2014-06-26) QAA Canadian-based Contractor

SACC Manual Clause - [D5515C](#) (2010-01-11) QAA Foreign and U.S. based Contractor

The above clauses apply specifically to CLIN-1 to CLIN-10 and OLIN-1 to OLIN-7.

All work is subject to Government Quality Assurance performed at the Contractor's or subcontractor's facility, and at the installation site, by the Director of Quality Assurance, or its designated Quality Assurance Representative (QAR).

Director of Quality Assurance
National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive,
Ottawa, Ontario, Canada, K1A 0K2

E-mail:

7.8 Basis of Payment

Basis of Payment, Firm Fixed Price

SACC Manual Clause - [C0207C](#) (2013-04-25) Basis of Payment – Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

For the Work identified as item number CLIN-1 to CLIN-10, CLIN-15 and CLIN-21 in Table 1 of Annex B – Acquisition Contract Deliverables Pricing List:

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid the firm unit prices set out in the Table 1 of Annex B. Customs duties are included and Applicable Taxes are extra.

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.

Basis of Payment – Multiple Payments

For the Work identified as item number CLIN-11 to CLIN-15 in Table 1 of Annex B – Acquisition Contract Deliverables Pricing List: in consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid the firm prices set out in the Table 1 of Annex B Customs duties are included and Applicable Taxes are extra.

Optional Goods and/or Services - Multiple Payments

For the Work identified as item number OLIN-1 to OLIN-9 in Table 2 of Annex B – Acquisition Contract Deliverables Pricing List: in consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid the firm unit prices set out in the Table 2 of Annex B Customs duties are included and Applicable Taxes are extra.

7.9 Limitation of Price

SACC Manual Clause - [C6000C](#) (2011-05-16) Limitation of Price

7.10 Payment and Invoicing

7.10.1 Taxes and Duties

SACC Manual Clause - [C2000C](#) (2007-11-30) Foreign-based Contractor

SACC Manual Clause - [C2604C](#) (2013-04-25) Customs Duties, Excise Taxes and Applicable

Taxes - Non-resident

7.10.2 Multiple payments

SACC Manual Clause - [H1001C](#) (2011-05-16) Multiple payments

Canada will pay the Contractor upon completion and delivery of each item number CLIN-1 to CLIN-10 in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada; and
- (c) the Work delivered has been accepted by Canada.

7.11 Invoicing Instructions

SACC Manual Clause - [H5001C](#) (2008-12-12) Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the release document and any other documents as specified in the Contract;
- (c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses; and
- (d) a copy of the monthly progress report.

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment.

Directorate Land Procurement
National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive,
Ottawa, Ontario, Canada, K1A 0K2

Attention: DLP 5-5-8 (Procurement Authority)

One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

Note: the original invoice (PDF Format) can be e-mailed to procurement authority julie.losier@forces.gc.ca, a copy to contracting authority martin.lalonde@tpgsc-pwgsc.gc.ca and must be stamped with the word "original".

Canada will only make payment upon receipt of a satisfactory invoice duly supported by release documents and any other documents called for under the contract.

7.12 Delivery and Acceptance

7.12.1 Shipping Instructions – Delivery and Destination - DDP

SACC Manual Clause - [D6009C](#) (2013-04-25) Delivery and Destination - DDP

The Contractor must ship the item number CLIN-1 to CLIN-10 and item number OLIN-1 to OLIN- 3 identified in Table 1 of Annex B – Acquisition Contract Deliverables Pricing List prepaid DDP - Delivered Duty Paid (25 Canadian Forces Supply Depot (CFSD) and 7 CFSD). Unless otherwise directed, delivery

must be made by the most economical means. Shipping charges must be shown as a separate item on the Contractor's invoice. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.

The Contractor must deliver the goods to CFSDs by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.

25 CF Supply Depot Montreal (25 CFSD)
6363 Notre Dame Est
Montreal, Québec, Canada, H1N 1V9

Telephone: 1-866-935-8673 (toll free), or 514-252-2777, ext. 2363 / 4673 / 4282

7 CF Supply Depot Edmonton (7 CFSD)
195 Avenue and 82 Street
Building 236 East End
Edmonton, Alberta, Canada, T5Z 0G5

Call 780-973-4011 x4524, 24 hrs prior to book loading dock.

SACC Manual Clause - [D4000C](#) (2008-05-12) Delivery at Origin

The above clause applies to item number CLIN-11 to CLIN-15 identified in Table 1 of Annex B – Acquisition Contract Deliverables Pricing List must be consigned to the destination specified in the Contract.

7.13 Shipment of Hazardous Material

SACC Manual Clause – [D3010C](#) (2016-01-28) Delivery of dangerous Goods/Hazardous Products

7.14 Palletization

SACC Manual Clause - [D6010C](#) (2007-11-30) Palletization

7.15 Packaging and Marking

7.15.1 The Contractor must apply, on the package, bar code information for one (1) item, with Application Identifier(s) 7001 NATO Stock Number (NSN), using bar code symbology UCC/EAN- 128 (Uniform Code Council/European Article Number International). Below the bar code symbol, the Contractor must apply the Human-Readable Interpretation (HRI) markings

7.15.2 The bar code marking(s) must be legible, applied to a printable surface or label and positioned in accordance with the Canadian Forces Packaging Specification D-LM-008-002/SF-001, Marking for Storage and Shipment (in effect at the closing date of the bid solicitation).

7.15.3 The Contractor must ensure that packaging of provisioned items will provide adequate protection, consistent with good commercial practice, against damage, deterioration and loss of identification during storage, handling and shipment.

7.15.4 The Contractor must identify the individual package of each shelf-life item with the date of manufacture, shelf-life expiry data and storage environment restrictions, IAW CDRL 215 and its associated DID 215.

7.16 Wood Packaging Materials

SACC Manual Clause - [D2025C](#) (2013-11-06) Wood Packaging Materials

7.17 Delivery Preparation

The Contractor must prepare item for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification *D-LM-008-036/SF-000 (2013-12-01)*, DND Minimum Requirements for

Manufacturer's Standard Pack.

7.18 Release Documents – Contractor

7.18.1 Materiel is to be released for shipment using of the release documents indicated below.

SACC Manual Clause - [D5606C](#) (2012-07-16) (DND) Canadian Based Contractor

SACC Manual Clause - [D5605C](#) (2010-01-1) (DND) U.S. Based Contractor

SACC Manual Clause - [D5604C](#) (2008-12-12) (DND) Foreign Based Contractor

SACC Manual Clause - [D5620C](#) (2012-07-16) Distribution

7.18.2 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, Ontario, Canada, K1A OK2

Attention: Technical Authority name to be provided at Contract award

- (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, Ontario, Canada, K1A OK2

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

7.19 Canadian Customs Documentation

SACC Manual Clause [C2608C](#) - (2015-02-25) Canadian Customs Documentation

7.20 Inspection and Acceptance Authority

SACC Manual Clause - [D5328C](#) (2014-06-26) Inspection and Acceptance

The Technical Authority is the Inspection Authority for CLIN-11 to CLIN-21 and OLIN-08 to OLIN-09. 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.

7.21 Quality Management System (QMS)

For items CLIN-1 to CLIN-10 and OLIN-1 to OLIN-7 use clause:

SACC Manual Clause - [D5540C](#) (2010-08-16) ISO 9001:2008 Quality Management Systems –

Requirements (Quality Assurance Code Q)

SACC Manual Clause - [D5401T](#) (2007-11-30) Quality Plan – Solicitation (ISO 10005:2005)

SACC Manual Clause - [D5402C](#) (2010-01-11) Quality Plan (ISO 10005:2005)

For items CLIN-11 to CLIN-21 and OLIN-8 to OLIN-9 the following clause applies:

SACC Manual Clause - [D5545C](#) (2010-08-16) ISO 9001: 2008 Quality Management Systems – Requirements (Quality Assurance Code C)

7.22 Certifications and Additional Information

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

7.23 Federal Contractors Program for Employment Equity - Default by the Contractor

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

7.24 Applicable Laws

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

7.25 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 general conditions 2030 (2015-09-03, General Conditions – Higher Complexity Goods);
- (c) Annex J, Acronyms and Definitions
- (d) Annex A, Acquisition Statement of Work;
- (e) Annex B, Acquisition Contract Deliverables Pricing List (CDPL)
- (f) Annex C, Development Industrial Trade Benefits and Value Proposition
- (g) Annex G, Security Requirements Check List;
- (h) Annex H, Total Evaluation Price
- (h) Annex I, Federal Contractors Program for Employment Equity – Certification;
- (i) the Contractor's bid dated _____,

7.26 Defence Contract

SACC Manual Clause - [A9006C](#) (2012-07-16) Defence Contract

7.27 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

SACC Manual Clause - A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

SACC Manual Clause - A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

7.28 Insurance

SACC Manual Clause - [G1005C](#) (2008-05-12) Insurance

7.29 Controlled Goods Program

SACC Manual Clause - [A9131C](#) (2014-11-27) Controlled Good Program

PART 8 - RESULTING CONTRACT CLAUSES – IN-SERVICE SUPPORT

The In-Service Support contract will be awarded on the same date of the Acquisition contract. However, the In-Service Support contract will take into effect on the delivery for the first Joint CBRN GSR. The following clauses and conditions apply to and form part of the contract for the In-Service Support resulting from the bid solicitation.

8.1 Statement of Work

8.1.1. The Contractor must perform the Work in accordance with the Annex D – In-Service Support Statement of Work and any appendices attached thereto.

8.1.2. The Contractor must maintain, in Canada, a stock of Masks and Filter Systems, at all times. When the CAF draw on the stock, the Contractor must restock in 30 working days. The Contractor must maintain a minimum stock of 700 Masks and 10,000 Filter Systems, in accordance with CLIN-1 and CLIN-2 of Annex E – In Service Support Contract Deliverables Pricing List (CDPL).

8.1.3. During contract period and optional years, the CAF reserve the right to buy the minimum stock of 700 Masks and 10,000 Filter Systems, in accordance with OLIN-1 and OLIN-2 and the applicable year firm price of Annex E – In-Service Support Contract Deliverables Pricing List (CDPL).

8.2 Optional Goods and/or Services

8.2.1 The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described in Table 2 – Optional Deliverables of Annex E – In-Service Support Contract Deliverables Pricing List 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.

8.2.2 Maximum overall quantity of the option is not to exceed total quantity of CLIN-1 and OLIN-1, as describe in the Acquisition Contract.

8.3 Task Authorization

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

8.4 Task Authorization Process

8.4.1 The Procurement Authority will provide the Contractor with a description of the task using the DND 626, Task Authorization Form attached as Appendix EA of Annex E.

8.4.2 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 bases and methods of payment as specified in the Contract.

8.4.3 The Contractor must provide the Procurement Authority, within five (5) working 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.

8.4.4 The Contractor must not commence work until a TA authorized by the Procurement Authority has

been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

8.5 Task Authorization Limit

8.5.1 The Procurement Authority may authorize individual task authorizations up to a limit of \$75,000.00, Applicable Taxes included, inclusive of any revisions.

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

8.6 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by the DLP 5-5-8 (Procurement Authority). This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

8.7 Government Review Period for Publications

SACC Manual Clause - [B4068C](#) (2008-05-12)

The Contractor must provide to the Contracting Authority, a production and delivery schedule for the publications that constitute deliverable end items that will ensure availability of the publications concurrently with the delivery of the goods to which the publications relate. The Contractor's schedule must account for the time required by Canada to conduct reviews and provide acknowledgement or comments. Details of all data deliverables are listed in Appendix DA and Appendix DB of Annex D – In-Service Support Statement of Work.

Stages. The following production milestone review stages will be used for initial planning purposes:

- (a) English manuscript approval;
- (b) French manuscript translation accuracy check;
- (c) camera-ready pages (reproducible);
- (d) printed copy; and
- (e) consignment of approved manuals.

Quantities. Following Certificate of Compliance approval, 2 copies of the publications that constitute deliverable end items must be delivered to the consignees indicated in Annex D – Appendix DA.

8.8 Existing Technical Publications - Translation

SACC Manual Clause - [A9051C](#) (2014-03-01) Existing Technical Publications - Translation

The Contractor grants to Canada a non-exclusive, perpetual, irrevocable and royalty-free license to translate and reproduce for government use all or any part of the technical publications supplied with the equipment delivered under the Contract. Copyright in the translation made by Canada or by independent contractors engaged by Canada will belong to Canada.

In addition to the copies which are to be delivered with the equipment, 2 copies of each publication must be forwarded to:

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario, Canada, K1A 0K2
Attention: DCSEM 5-8

8.9 Standard Clauses and Conditions

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

8.10 General Conditions

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

SACC Manual Clause - [2035 20](#) (2016-04-04), Copyright

SACC Manual Clause - [K3030C](#) (2010-01-11), License Material Subject to Copyright

SACC Manual Clause - [C3015C](#) (2014-11-27), Exchange Rate Fluctuation Adjustment

8.11 Security Requirements

8.11.1 The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract:

- (a) The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of NATO SECRET, with approved Document Safeguarding Capabilities at the level of NATO SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC);
- (b) The Contractor personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) must be permanent residents of Canada or citizens of a NATO member country and must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by CISD/PWGSC;
- (c) The Contractor personnel requiring access to NATO CLASSIFIED information, assets or sensitive work site(s) must be permanent residents of Canada or citizens of a NATO member country and EACH hold a valid personnel security screening at the level of NATO SECRET, granted or approved by the appropriate delegated NATO Security Authority;
- (d) The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store any sensitive CLASSIFIED information until CISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of NATO SECRET, including an IT Link at the level of NATO SECRET;
- (e) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC;
- (f) The Contractor must complete and submit a Foreign Ownership, Control and Influence (FOCI) Questionnaire and associated documentation identified in the FOCI Guidelines for Organizations prior to contract award to identify whether a third party individual, firm or government can gain unauthorized access to INFOSEC or CLASSIFIED NATO/FOREIGN information/assets. Public Works and Government Services Canada (PWGSC) will determine if the company is "Not Under FOCI" or "Under FOCI". When an organization is determined to be "Under FOCI", PWGSC will ascertain if mitigation measures exist or must be put in place by the company so it can be deemed "Not Under FOCI through Mitigation";
- (g) The Contractor should at all times during the performance of the Contract possess a letter from PWGSC identifying the results of the FOCI assessment with a FOCI designation of Not Under FOCI or Not Under FOCI through Mitigation;
- (h) All changes to Questionnaire and associated FOCI evaluation factors must immediately be submitted to the Industrial Security Sector (ISS) to determine if the changes impact the FOCI designation;

- (i) The Contractor must comply with the provisions of the Security Requirements Check List and security guide (if applicable), attached at Annex G; Industrial Security Manual (Latest Edition); and
- (j) The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Contractor and individual(s) hold a valid security clearance at the required level.

8.12 Term of Contract.

SACC Manual Clause - [A9022C](#) (2007-05-25) Period of the Contract

The period of the Contract is from the date of the Contract award to (Insert date) inclusive.

Option to Extend the Contract:

- (a) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 4 additional 2 year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment; and
- (b) Canada may exercise this option at any time by sending a written notice to the Contractor at least 20 working 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.

8.13 Authorities

8.13.1 **Contracting Authority.** The Contracting Authority for the Contract is:

Name: Martin Lalonde Title: Supply Team Leader
Public Works and Government Services Canada Acquisitions Branch
Directorate: Commercial and Consumer Products Directorate(CCPD)

Address: Place du Portage, Phase III 6A2-49
11 Rue Laurier,
Gatineau, Québec, Canada, K1A 0S5

Telephone: 613-462-1009
Facsimile: 819-956-3814
E-mail address: martin.lalonde@pwgsc.gc.ca

8.13.2 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.

8.14 Technical Authority

8.14.1 The Technical Authority for the Contract is: Name:

Title:
Organization: DCSEM 5-8
Address: National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario, Canada, K1A 0K2

Telephone:
Facsimile: E-mail:

8.14.2 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.

8.15 Procurement Authority

8.15.1 The Procurement Authority for the Contract is:

Name:
Title:
Organization: DLP 5-5-8

Address: National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario, Canada, K1A 0K2

Telephone: Facsimile: E-mail:

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

8.16 Quality Assurance Authority (QAA)

SACC Manual Clause - [D5510C](#) (2014-06-26) QAA Canadian-based Contractor

SACC Manual Clause - [D5515C](#) (2010-01-11) QAA Foreign and U.S. based Contractor

All work is subject to Government Quality Assurance performed at the Contractor's or subcontractor's facility, and at the installation site, by the Director of Quality Assurance, or its designated Quality Assurance Representative (QAR).

Director of Quality Assurance
National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario, Canada, K1A 0K2

E-mail:

8.17 Basis of Payment - CBRN GSR Systems and Accessories

8.17.1 For the Work identified as items number CLIN-1 to CLIN-2 in Table 1 of Annex E – In-Service Support Contract Deliverables Pricing List:

In consideration of the Contractor satisfactorily completing its obligations under the authorized Task Authorizations, the Contractor will be paid the firm unit prices set out in Table 1 of Annex E as specified in the authorized Task Authorization. Customs duties are included and Applicable Taxes are extra. Canada will not pay the Contractor for any design changes, modifications or interpretations of the work, unless they have been authorized, in writing, by the Contracting Authority before their incorporations into the work.

8.17.2 For the Work identified as item number CLIN-3 and CLIN-4 in table 1 of Annex E – In-Service Support Contract Deliverables Pricing List:

The Contractor will be paid the firm unit price in accordance with the basis of payment, in Annex E – In-Service Support Contract Deliverables Pricing List.

8.18 Stand Alone Data Deliverables

For the Work identified as items number CLIN-5 in Table 1 of Annex E – In-Service Support Contract Deliverables Pricing List:

In consideration of the Contractor satisfactorily completing its obligations under the authorized Task Authorization, the Contractor will be paid the firm price set out in Table 1 of Annex E, as specified in the authorized Task Authorization. Customs duties are included and Applicable Taxes are extra.

8.19 General Technical Support – Task Authorization

For the Work identified as item number CLIN-6 in Table 1 of Annex E – In-Service Support Contract Deliverables Pricing List:

In consideration of the Contractor satisfactorily completing its obligations under the authorized Task Authorization, the Contractor will be paid the firm hourly rate set out in Table 1 of Annex E, as specified in the authorized Task Authorization. Customs duties are included and Applicable Taxes are extra.

8.20 Optional Goods and/Services

8.20.1 For the Work identified as items number OLIN-1 and OLIN-2 in Table 2 of Annex E – In-Service Support Contract Deliverables Pricing List: in consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid the firm prices set out in Table 2 of Annex E. Customs duties are included and Applicable Taxes are extra.

8.20.2 For the Work identified as items number OLIN-3 and OLIN-4 in Table 2 of Annex E – In-Service Support Contract Deliverables Pricing List: in consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid the firm unit prices set out in Table 2 of Annex E. Customs duties are included and Applicable Taxes are extra.

8.20.3 For the Work identified as items number OLIN-5 to OLIN-12 in Table 2 of Annex E – In-Service Support Contract Deliverables Pricing List: in consideration of the Contractor satisfactorily completing its obligations under the authorized Task Authorization (TA), The Contractor will be paid the firm hourly rate set out in Table 2 of Annex E. Customs duties are included and Applicable Taxes are extra.

8.21 Limitation of Price

SACC Manual Clause - [C6000C](#) (2011-05-16) Limitation of Price

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.

8.22 Limitation of Expenditure – Task Authorizations

SACC Manual Clause - [C0204C](#) (2013-04-25) - Limitation of Expenditure – Task Authorizations

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 Annex E – In-Service Support Contract Deliverables Pricing List, 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.

8.23 Procedures for Design Changes / Deviations

SACC Manual Clause – [B5001C](#) (2010-01-11) Procedures for Design Change/Deviations

The Contractor must follow these procedures for any proposed design change/deviations to contract specifications

The Contractor must complete Part 1 of the Design Change/Deviation form DND 672 and forward one (1) soft copy to the Technical Authority and one (1) soft copy to the Contracting Authority.

The Contractor will be authorized to proceed upon receipt of the design change/deviation form signed by the Contracting Authority. A contract amendment will be issued to incorporate the design change/deviation in the Contract.

8.24 Payment and Invoicing

8.24.1 Taxes and Duties

SACC Manual Clause - [C2000C](#) (2007-11-30) Foreign-based Contractor

SACC Manual Clause - [C2604C](#) (2013-04-25) Customs Duties, Excise Taxes and Applicable Taxes - Non-resident

8.24.2 Multiple Payments

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

Canada will pay the Contractor upon completion and delivery of each item number CLIN-1 to CLIN-06 in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada; and
- (c) the Work delivered has been accepted by Canada.

8.24.3 Invoicing Instructions

SACC Manual Clause - [H5001C](#) (2008-12-12) Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

The original and one (1) copy must be forwarded to the following address for certification and payment.

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, On, Canada, K1A 0K2

Attention: DLP 5-5-8

8.24.4 Canada will only make payment upon receipt of a satisfactory invoice duly supported by release documents and any other documents called for under the contract.

Note: the original invoice (PDF Format) can be e-mailed to procurement authority, a copy to contracting authority martin.lalonde@tpgsc-pwgsc.gc.ca and must be stamped with the word "original".

8.25 Palletization

SACC Manual Clause - [D6010C](#) (2007-11-30) Palletization

Exception: Total height, including pallet must not exceed 41 inches (instead of standard 47 inches)

8.26 Packaging and Marking

SACC Manual Clause - [D2020C](#) (2015-02-26) Bar Coding – Package Marking

The Contractor must apply, on the package, bar code information for one (1) item, with Application Identifier(s) 7001 NATO Stock Number (NSN), using bar code symbology UCC/EAN-128 (Uniform Code Council/EAN International). Below the bar code symbol, the Contractor must apply the Human-Readable Interpretation (HRI) markings.

The bar code marking(s) must be legible, applied to a printable surface or label and positioned in accordance with the Canadian Forces Packaging Specification D-LM-008-002/SF-001, Marking for Storage and Shipment (in effect at the closing date of the bid solicitation).

The Contractor must ensure that packaging of provisioned items will provide adequate protection, consistent with good commercial practice, against damage, deterioration and loss of identification during storage, handling and shipment.

The Contractor must identify the individual package of each shelf-life item with the date of manufacture, shelf-life expiry data and storage environment restrictions, IAW CDRL 207 and its associated DID 207.

8.27 Delivery Preparation

The Contractor must prepare item for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification *D-LM-008-036/SF-000*, DND Minimum Requirements for Manufacturer's Standard Pack.

8.28 Release Documents – Contractor

8.28.1 Materiel is to be released for shipment using of the release documents indicated below.

SACC Manual Clause - [D5606C](#) (2012-07-16) (DND) Canadian Based Contractor

SACC Manual Clause - [D5605C](#) (2010-01-1) (DND) U.S. Based Contractor

SACC Manual Clause - [D5604C](#) (2008-12-12) (DND) Foreign Based Contractor

SACC Manual Clause - [D5620C](#) (2012-07-16) Distribution

8.28.2 The Contractor must prepare the release documents in a current electronic format and distribute them as indicated in Annex D, Appendix DA – Contract Data Requirement List (CDRL).

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario, Canada, K1A OK2

Attention: (Technical Authority)

DQA/Contract Administration
National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario, Canada, K1A OK2

E-mail:

8.29 Canadian Customs Documentation

SACC Manual Clause – [C2608C](#) (2015-02-25) Canadian Customs Documentation

8.30 Inspection and Acceptance Authority

The Technical Authority is the Inspection Authority for CLIN-5 to CLIN-6 and OLIN-5 to OLIN-12. 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.

8.31 Quality Management System (QMS)

For items CLIN-01 and CLIN-02 and OLIN-01 to OLIN-02

SACC Manual Clause - [D5540C](#) (2010-08-16) ISO 9001: 2008 Quality Management Systems – Requirements (Quality Assurance Code Q)

For items CLIN- 03 to CLIN-04 and OLIN-03 to OLIN-4

SACC Manual Clause - [D5545C](#) (2010-08-16) ISO9001: 2008 Quality Management – Requirements (Quality Assurance Code C)

8.32 Certifications and Additional Information

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

8.33 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.

8.34 Applicable Laws

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

8.35 Priority of Documents

If there is a discrepancy between the wordings 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 _____ (*insert number, date and title*);
- (c) the general conditions _____ (*insert number, date and title*);
- (d) Annex J, Acronyms and Definitions
- (e) Annex D, In-Service Support Statement of work;
- (f) Annex E, In-Service Support Contract Deliverables Pricing List (CDPL);
- (g) Annex C, Industrial Technological Benefits and Value Proposition;
- (h) Annex G, Security Requirements Check List;
- (i) Annex H, Financial Evaluation;
- (j) Annex I, Federal Contractors Program for Employment Equity - Certification (*if applicable*);
- (k) the signed Task Authorizations (including all of its annexes, if any) (*if applicable*); and
- (l) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended,*

insert at the time of contract award.", as clarified on _____ " **or** ", as amended on
_ " *and insert date(s) of clarification(s) or amendment(s)*).

8.36 Defence Contract

SACC Manual Clause - [A9006C](#) (2012-07-16) Defence Contract

8.37 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

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

SACC Manual Clause - [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

8.38 Insurance

SACC Manual Clause - [G1005C](#) (2016-01-28) Insurance

8.39 Controlled Goods Program

SACC Manual Clause - [A9131C](#) (2014-11-27) Controlled Goods Program

ANNEX A - ACQUISITION STATEMENT OF WORK

ANNEX A- APPENDIX AA - SYSTEM REQUIREMENTS SPECIFICATION

**ANNEX A- APPENDIX AA - ATTACHMENT AA1 - MATERIAL DAMAGING
SUBSTANCES**

**ANNEX A- APPENDIX AA - ATTACHMENT AA2 - TOXIC INDUSTRIAL CHEMICAL
TEST GASES**

ANNEX A- APPENDIX AB - CONTRACT DATA REQUIREMENTS LIST

ANNEX A- APPENDIX AC - DATA ITEM DESCRIPTION

**ANNEX A- APPENDIX AC - ATTACHMENT AC1 - SAMPLE PROVISIONING PARTS
BREAKDOWN AND RECOMMENDED SPARE PARTS LIST**

ANNEX A- APPENDIX AC - ATTACHMENT AC2 - SAMPLE LESSON PLAN

**ANNEX A- APPENDIX AD - DATA DELIVERABLE SPECIFICS FOR PROJECT MEETINGS
REVIEWS AND AUDITS**

ANNEX A- APPENDIX AE - MAINTENANCE AND SUPPORT CONCEPT

ANNEX A- APPENDIX AF - CONTROLLED PRODUCTS

ANNEX A- APPENDIX AG - LIST OF GOVERNMENT EQUIPMENT

This annex and associated documents are provided as a separate folder since it may be presented in different formats such as PDF and / or MS EXCEL.

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ANNEX B - ACQUISITION CONTRACT DELIVERABLES PRICING LIST
ANNEX B - APPENDIX BA - DND FORM 626 - TASK AUTHORISATION

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ANNEX C – INDUSTRIAL TECHNOLOGICAL BENEFITS AND VALUE PROPOSITION

- Appendix CA – Industrial and Technological Benefits Value Proposition Bidder Instructions
- Appendix CB – Industrial and Technological Benefits Value Proposition Evaluation Plan
- Appendix CC – Acquisition Industrial and Technological Benefits Terms and Conditions
- Appendix CD – Acquisition Industrial and Technological Benefits Contract Data Requirements List
- Appendix CE – Acquisition Industrial and Technological Benefits Data Item Descriptions
- Appendix CF – In-Service Support Industrial and Technological Benefits Terms and Conditions
- Appendix CG – In-Service Support Industrial and Technological Benefits Contract Data Requirements List
- Appendix CH – In-Service Support Industrial and Technological Benefits Data Item Descriptions

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ANNEX D - IN-SERVICE SUPPORT STATEMENT OF WORK

ANNEX D - APPENDIX DA - IN-SERVICE SUPPORT CONTRACT DATA REQUIREMENTS LIST

ANNEX D - APPENDIX DB - IN-SERVICE SUPPORT DATA ITEM DESCRIPTION

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ANNEX E - IN-SERVICE SUPPORT CONTRACT DELIVERABLES PRICING LIST

ANNEX E - APPENDIX EA - IN-SERVICE SUPPORT DND FORM 626 - TASK AUTHORISATION

ANNEX E - APPENDIX EB - IN-SERVICE SUPPORT REQUISITION ON A CONTRACT (ROC)

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ANNEX F - BID EVALUATION PLAN

ANNEX F - APPENDIX FA - BID EVALUATION METHODS AND SUPPORTING DOCUMENTATION

ANNEX F - APPENDIX FB - PHASES 2A AND 2B - ACQUISITION MANAGERIAL PAPER EVALUATION COMPLIANCE MATRIX

ANNEX F - APPENDIX FC - PHASE 2B - IN-SERVICE SUPPORT MANAGERIAL PAPER EVALUATION COMPLIANCE MATRIX

ANNEX F - APPENDIX FD - PHASES 2A AND 2B - TECHNICAL PAPER EVALUATION COMPLIANCE MATRIX

ANNEX F - APPENDIX FE - PHASE 2C - JOINT CBRN GSR BID SYSTEM DELIVERABLES COMPLIANCE MATRIX

ANNEX F - APPENDIX FF - PHASE 2D - DEMONSTRATION AND TEST EVALUATION COMPLIANCE MATRIX

ANNEX F - APPENDIX FG - PHASE 2E – USER INVOLVED TECHNICAL PERFORMANCE TEST AND VSAFE TEST EVALUATION COMPLIANCE MATRIX

ANNEX F - APPENDIX FH - PHASE 2F - SPECIFIC PROTECTION AGAINST CHEMICAL AGENTS TEST EVALUATION COMPLIANCE MATRIX

ANNEX F - APPENDIX FI - PHASE 2G – USER ACCEPTANCE PERFORMANCE EVALUATION COMPLIANCE MATRIX

ANNEX F - APPENDIX FJ - TEST PLAN SUMMARY

ANNEX F - APPENDIX FK - TRAINING REQUIREMENT

ANNEX F - APPENDIX FL – EXAMPLE OF EQUIVALENCY JUSTIFICATION

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ANNEX G - SECURITY REQUIREMENTS CHECK LIST

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ANNEX H - TOTAL EVALUATION PRICE

ANNEX H - APPENDIX HA – TOTAL EVALUATION PRICE

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ANNEX I - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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ANNEX J – GLOSARY OF ACRONYMS, TERMS AND DEFINITIONS

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To obtain a complete copy of the Request for Proposal and annexes please send an e-mail to the Contracting Authority Martin Lalonde: martin.lalonde@pwgsc.gc.ca

Pour obtenir une copie complète de la demande proposition et les annexes svp envoyer un courriel à l'autorité contractante Martin Lalonde : martin.lalonde@pwgsc.gc.ca