



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

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

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

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 Digitally Aided Close Air Supp Sys	
Solicitation No. - N° de l'invitation W8476-175505/A	Date 2016-09-19
Client Reference No. - N° de référence du client W8476-175505	
GETS Reference No. - N° de référence de SEAG PW-\$\$QD-029-25980	
File No. - N° de dossier 029qd.W8476-175505	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-10-31	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Bright, James	Buyer Id - Id de l'acheteur 029qd
Telephone No. - N° de téléphone (819) 420-0919 ()	FAX No. - N° de FAX (819) 956-0636
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein	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	

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this requirement. However, this procurement is subject to the Controlled Goods Program.

1.2 Statement of Work

The Department of National Defence (DND) has a requirement for the acquisition of Digitally Aided Close Air Support Systems (DACAS) and the provision of Repair and Overhaul, General Engineering and Maintenance Services (GEMS), System Engineering and Maintenance Support (SEMS), Technical Investigation and Engineering Studies (TIES) and Software Engineering Support (SES) for the Digitally Aided Close Air Support Systems (DACAS) as detailed in the Statements of Work attached to this RFP.

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.

1.4 Trade Agreements

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

1.5 Contract Award

One Bidder will be awarded both the Acquisition and In-Service Support Contracts. Separate Contracts will not be awarded to different Bidders.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

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

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

Bidders must submit a bid for both the Acquisition and In-Service Support requirements. Bidders who only bid on one will be considered non-responsive and their bid will be given no further consideration.

2.3 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 20 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.4 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.

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;

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

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.

2.5 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 15 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.6 Applicable Laws

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (5 hard copies and 5 soft copies on USB)

Section II: Financial Bid (2 hard copies and 2 soft copies on USB)

Section III: Certifications (1 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) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

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



Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with both Basis of Payment documents and the Financial Evaluation Matrix attached to this RFP. The total amount of Applicable Taxes must be shown separately.

3.1.2 Exchange Rate Fluctuation

1. 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.
2. 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.
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 provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
4. 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.
5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

3.1.3 SACC Manual Clauses

A9130T (2014-11-27), Controlled Goods Program – Bid
B1000T (2014-06-26), Condition of Material – Bid
B4051T (2014-06-26), Provisioning Parts Breakdown – Bid
D5401T (2007-11-30), Quality Plan - Solicitation

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- a. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical, financial, evaluation criteria. For the purposes of this solicitation, Canada will utilize a two-step evaluation process as more fully described herein.
- b. In order to be deemed responsive, Bidder's proposals must comply with all General Conditions as laid out in the 2010A (2016-04-04), General Conditions – Goods (Medium Complexity) and 2010C (2016-04-04), General Conditions - Services (Medium Complexity) and Supplemental General Conditions associated with this RFP.
- c. An evaluation team composed of representatives of Canada will evaluate the bids.
- d. Bids will be evaluated to determine if they comply with all RFP requirements. Bids that do not meet all RFP requirements will be declared non-responsive and will not be evaluated any further.
- e. 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".

Evaluation Overview and Underlying Principles

- a. Canada is conducting a two-step bid evaluation process for this requirement. Step 1 consists of an evaluation of a Bidder's bid and, if necessary, the release of a Preliminary Evaluation Report to all Bidders. Step 2 consists of an evaluation of the remaining bid sections and, if issued, Bidders responses to the Preliminary Evaluation Report. Only those bids deemed to be responsive at the completion of Step 1 will be evaluated at Step 2.
- b. **Notwithstanding the limited review which Canada may conduct for certain parts of the solicitation during Step 1, Bidders are and will remain solely responsible for the accuracy and completeness of their bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying errors or omissions in bids submitted nor does Canada undertake to identify any or all such errors or omissions.**
- c. **BIDDERS ARE AND WILL REMAIN SOLELY RESPONSIBLE FOR ENSURING CONSISTENCY OF THE INFORMATION SUBMITTED IN THEIR BIDS AT ALL TIMES. WITHOUT LIMITING THE FOREGOING, BIDDERS ARE AND WILL REMAIN SOLELY RESPONSIBLE FOR ENSURING THAT ANY INFORMATION PROVIDED IN RESPONSE TO A PRELIMINARY EVALUATION REPORT IS CONSISTENT WITH ANY OTHER INFORMATION ORIGINALLY SUBMITTED IN THEIR BID IN RESPONSE TO OTHER REQUIREMENTS. FAILURE TO DO SO MAY PREJUDICE THE EVALUATION OF PREVIOUSLY SUBMITTED INFORMATION AND/OR RENDER THE BID NON-RESPONSIVE.**
- d. Notwithstanding that this solicitation divides the bid into two parts (Part 001: DACAS Acquisition and, Part 002: DACAS In-Service Support Services), Canada may consider information submitted for one part in its evaluation of the other part. It is the Bidder's responsibility to ensure consistency amongst all parts of its bid.
- e. This two-step bid evaluation process shall not limit Canada's rights under SACC 2003 (2016-04-04) Standard instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right.

Initial Review – Step 1

- a. The evaluation team will evaluate the bids to identify any instances where a bidder has failed to submit any mandatory documentation, required certification or proof/evidence of compliance or where a submitted document lacks the requisite signature(s) only for any of the required documents and those documents which must otherwise be submitted with the bid response.
- b. The Contracting Authority (CA) will contact the Bidder/s that forgot to submit any mandatory plans, required proof, evidence of compliance, and/or any certifications. Additionally, the CA will contact the Bidder/s if any of the mandatory financial information is missing in their financial proposals due to an oversight.
- c. Upon request, the Bidder must provide the missing information within three (3) working days. Bidders not able to meet this deadline will be deemed non-responsive and their bids will not be given any further consideration.
- d. Bidders not meeting all preliminary requirements will be declared non-responsive and will not be evaluated further for the second step of the evaluation process.
- e. Bids meeting all the necessary initial review criteria will proceed to be evaluated against the Mandatory and Point Rated Technical Requirements under Step 2 process described here below.

Technical Bid Evaluation – Step 2

Mandatory Requirements Evaluation:

- a. Compliance with all of the Mandatory Technical Requirements is mandatory. Non-compliance to any mandatory requirements will render the bid non-responsive.
- b. Mandatory Technical requirements will be evaluated against the evaluation criteria specified in Appendix C (DACAS System Performance Specification Compliance Matrix).
- c. Technical bids will be evaluated for Compliant/Non-compliant assessment. If one or more of the Mandatory Requirements is not met, the bid will be declared non-responsive and will not be further evaluated.
- d. Bids satisfying the Mandatory Technical Evaluation Criteria will proceed to be evaluated for the Technical Point Rated Requirements.

Financial Bid Evaluation

The Bid Price will be evaluated as follows:

- a. Bidders must submit firm unit prices DDP Incoterms 2010, Canadian customs duties and excise taxes included, and the applicable taxes excluded.
- b. The financial bids 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.

- c. The financial bids will be evaluated based on pricing received from Bidders in Annex B1 and B2 – Basis of Payment using Annex E – Financial Basis of Evaluation.

Review Parameters:

- a. A full review of the Financial Bid will not be conducted at Step 1. Canada's initial review will be limited to identifying whether required data is missing from the bid or whether GST/HST amounts are not shown separately. In instances where a different price for the same item is provided in more than one location within the Financial Bid, Canada will identify this discrepancy and the Bidder must confirm which price applies.
- b. Where a required line item has been left blank, only the missing information may be added to the Financial Bid for Step 2, except that, in those instances where the addition of such information will necessarily result in a change to other pricing or cost information previously submitted as a result of calculations required by the solicitation (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. **Any other changes to the Bid shall be considered to be new information and will be disregarded.**
- c. Canada will also identify any instances where a Bidder has failed to submit a required certification or proof of compliance or where a submitted document lacks the requisite signature(s) only for the above-noted documents and those documents which must otherwise be submitted with the Financial Bid.

4.2 Evaluation Methodology

All bids will be evaluated from both a technical and financial point of view, with technical compliance worth 70% of a bids evaluation points and financial bids worth 30%. Technical compliance will be a combination of satisfaction of mandatory requirements contained in the Statement of Work documents and the Specifications and scoring of rated requirements within those same documents.

4.2.1 Technical Evaluation

Technical Evaluation.

Each proposal will be evaluated from a technical point of view to verify whether and how the mandatory requirements are satisfied and to score the rated requirements per the Proposal Technical Evaluation Matrix. If and when required or requested, each proposal may have to provide further evidence of compliance with selected mandatory and/or rated requirements.

Rated Technical Score Calculation.

Technical Points. The Technical Points for each proposal will be obtained from the evaluation in accordance with Appendix C (DACAS System Performance Specification Compliance Matrix).

- (1). The maximum potential technical score is 2000. Based on a technical score, the maximum achievable technical evaluation point is 70.

(2). The example below depicts how the Technical Points are calculated.

	Total Score	Technical Points Calculation	Technical Points
Bidder 1	1500	$\frac{1500 * 70}{2000}$	52.5
Bidder 2	1300	$\frac{1300 * 70}{2000}$	45.5
Bidder 3	750	$\frac{750 * 70}{2000}$	26.25

4.2.2 Financial Evaluation

The Financial proposal will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded FOB destination, Canadian customs duties and excise taxes included.

Pricing submitted in a 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 Bid closing. Unless otherwise stated by the Bidder, it will be assumed that the bid is being submitted in Canadian currency.

4.2.3 Basis of Selection

To be declared responsive, a proposal must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory criteria.
- (c) Successful demonstration of all mandatory and rated technical requirements outlined in the proposal for which the Contractor has been awarded technical points. Demonstration is considered to be successful when for each of the requirements it is shown that:

- (1). capabilities already exist and demonstrated using a system similar to the proposed solution, or

If the demonstration is not successful due to failure to satisfy one (1) or more mandatory requirements the proposal shall be considered non-compliant and will not be given further consideration.

If the demonstration is not successful due to failure to satisfy one (1) or more rated requirements the proposal will be re-scored accordingly and;

- (1). Will be recommended for contract award if it is still the 1st ranked compliant proposal. If not,
 - (2). The next highest scored compliant proposal will be invited for a demonstration.
2. Bids not meeting (a) and (b) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained multiplied by 70 and then divided by 2000 (maximum number of Technical Points).
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted.

The table below illustrates an example where all three bids are responsive and the selection of the Contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 2000 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

		Bidder 1	Bidder 2	Bidder 3
	Overall Technical Score	1500	1300	750
	Bid Evaluated Price	55,000	65,000	45,000
Calculations	Technical Merit Score	$1500 * 70/2000 = 52.5$	$1300 * 70/2000 = 45.5$	$750 * 70/2000 = 26.25$
	Pricing Score	$45/55 \times 30 = 24.54$	$45/65 \times 30 = 20.76$	$45/45 \times 30 = 30.00$
	Combined Rating	77.04	66.26	56.25
	Ranking	1	2	3

8. The responsive bid with the highest combined rating of technical merit and price will be recommended for contract award.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 SACC Manual Clauses

A9033T (2012-07-16), Financial Capability

PART 6 – RESULTING ACQUISITION CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Statement of Work

The Contractor must provide the Goods in accordance with Annex A– Statement of Work.

6.3 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.

6.3.1 General Conditions

2010A (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

(a) 4001 (2015-04-01) Hardware Purchase, Lease and Maintenance, with the exception of the following modifications, apply to and form part of the Contract:

1. Part IV - Additional Conditions: Lease is modified hereby as following:

Delete in its entirety.

(b) 4003 (2010-08-16) Licensed Software, apply to and form part of the Contract:

(c) 4006 (2010-08-16) Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information.

6.4 Term of Contract

6.4.1 Period of the Contract

The Contract period shall be for 16 months from the date of Contract award.

6.4.2 Delivery Date – Prototype Systems

The 2 Prototype systems must be delivered in accordance with Annex A0 – Statement of Work.

6.4.3 Delivery Date – Initial Equipment

All of the Initial Equipment must be received on or before 16 months after the date of Contract Award. (100 DACAS system. 85 for operations and 15 for spares).

6.4.3 Optional Equipment

The Contractor grants Canada the irrevocable option to purchase optional equipment (minimum qty 10 up to a maximum of 50) for a period of 6 months from the date of Contract award. The Contracting Authority will advise the Contractor, in writing, if optional equipment is required by DND. The Contractor will have 16 months from the date of the request to deliver the optional equipment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

James Bright
Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Electronics, Munitions and Tactical Systems Procurement Directorate (EMTSPD)

Place du Portage, Phase III
11 rue Laurier
Gatineau, QC
K1A 0SK

Telephone: 819-420-0919
Facsimile: 819-956-0636
E-mail address: james.bright@tpsgc-pwgsc.gc.ca

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

6.5.2 Technical Authority

The Technical Authority for the Contract is:

TBD

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.

6.5.3 Procurement Authority

The Procurement Authority for the Contract is:

TBD

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 all matters concerning 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 the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.4 Contractor's Representative

To be filled in at Contract Award.

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under this Contract, the Contractor will be paid firm prices in accordance with Annex B1 – Basis of Payment. The following Basis of Payment terms will apply:

Incoterms 2010	Delivery Duty Paid (DDP)
Transportation/ Shipping charges:	Included
Canadian Customs/Duties:	Included
GST/HST:	Extra

6.7.2 Limitation of Price

C6000C (2011-05-16) Limitation of Price

6.7.2.1 Exchange Rate Fluctuation Adjustment

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

FCC

Foreign Currency Component (per unit)

i_0



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

i_1

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

Qty

quantity of units

4. The initial exchange rate is typically set as the noon rate as published by the Bank of Canada on the solicitation closing date.
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.
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.
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. $[i_1 - i_0] / i_0$).
8. Canada reserves the right to audit any revision to costs and prices under this clause.

6.7.3 Milestone Payments – Subject to a Holdback – Prototype Equipment and Qualification

1. Canada will make the milestone payment in accordance with the Milestone detailed in Annex B1-Basis of Payment, 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. all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
 - c. all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.
 - d. The Prototype System has passed all compliance requirements during the Ex BOLD QUEST and been deemed qualified as outlined in Annex A0.

-
2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted."

6.7.4 Multiple Payments – Initial and Optional Equipment

H1001C (2008-05-12), Multiple Payments

6.8 Invoicing Instructions

6.8.1 Invoices must be distributed as follows:

- (a) The original invoice and one copy to the Consignee;
- (b) One (1) e-Copy to the Contracting Authority; and
- (c) One (1) copy to the Procurement Authority.

6.9 Delivery, Inspection and Acceptance

6.9.1 Addressing

Address labeling shall be clearly marked on a minimum of two (2) locations on each package. The following shall be observed:

- (a) Complete name of the consignee
- (b) Complete shipping address
- (c) Clear description of contents
- (d) Complete name of the consignee representative

6.9.2 Shipping Instructions

The Contractor must ship the goods prepaid DDP - Delivered Duty Paid to 7 CF Supply Depot. Unless otherwise directed, delivery must be made by the most economical means.

6.9.3 Packaging

The Contractor must prepare all items 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.

The Contractor must package all items in quantities of one per package

6.9.4 Delivery

The Contractor must deliver the goods to 7 Canadian Forces (CF) Supply Depot 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.

- a. 7 CF Supply Depot Lancaster Park
Edmonton, Alta
Telephone: 780-973-4011, ext. 4524

6.9.5 Inspection and Acceptance

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

6.9.6 Release Document – 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: DLP 5-4-1*
- 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.*

6.9.7 Quality Control

D5515C (2010-01-11) Quality Assurance Authority (Department of National Defence) - Foreign-based and United States Contractor

6.10 Certifications and Additional Information

6.10.1 Compliance

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

6.11 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (Insert the name of the province or territory as specified by the Bidder in its bid, if applicable)

6.12 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4001 (2015-04-01) Hardware Purchase, Lease and Maintenance;
- (c) the supplemental general conditions 4003 (2010-08-16) Licensed Software
- (d) the supplemental general conditions 4006 (2010-08-16) Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information.
- (e) the general conditions 2010A (2016-04-04), General Conditions - Goods (Medium Complexity)
- (f) Annex A0, Statement of Work;
- (g) Annex A1, Statement of Work – System Performance Specifications
- (h) Annex B1, Acquisition - Basis of Payment
- (k) the Contractor's bid dated _____

6.13 Defence Contract

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

6.14 SACC Manual Clauses

- A2000C (2006-06-16) Foreign Nationals (Canadian Contractors)
- A9131C (2014-11-27) Controlled Goods Program -Contract
- B4060C (2011-05-16) Controlled Goods
- B4019C (2015-02-25) United States Military Specifications and Standards
- B4061C (2008-05-12) North Atlantic Treaty Organization Codification - Data Requirements
- B7500C (2006-06-16) Excess Goods
- D2000C (2007-11-30) Marking
- D2001C (2007-11-30) Labeling
- D2025C (2013-11-06) Wood Packaging Materials
- D3010C (2014-06-26) Delivery of Dangerous Goods/Hazardous Products
- D5510C (2014-06-26) Quality Assurance Authority (Department of National Defence) - Canadian-based Contractor, or
- D5545C (2010-08-16) ISO 9001:2008 - Quality Management Systems - Requirements (Quality Assurance Code C) (2010-08-16) D5545C
- D5604C (2008-12-12) Release Documents (Department of National Defence) - Foreign-based Contractor, or
- D5605C (2010-01-11) Release Documents (Department of National Defence) - United States-based Contractor, or
- D5606C (2012-07-16) Release Documents (Department of National Defence) - Canadian-based Contractor
- D6010C (2007-11-30) Palletization
- D9002C (2007-11-30) Incomplete Assemblies
- G1005C (2008-05-12) Insurance
- K3030C (2010-01-11) License to Material Subject to Copyright

6.15 Electrical Equipment

All electrical equipment supplied under the Contract must be certified or approved for use in accordance with the Canadian Electrical Code<<http://www.csa.ca/cm/ca/en/normes/produits/electricite>>, Part 1, National<<http://www.csa.ca/cm/ca/en/normes/produits/electricite>> Electrical Code or equivalent, before delivery, by a certification organization accredited by the Standards Council of Canada, American National Standard Institute (ANSI) or equivalent.

PART 7 – RESULTING IN-SERVICE SUPPORT CONTRACT CLAUSES

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

7.1 Security Requirements

7.1.1 There is no security requirement applicable to the Contract.

7.2 Statement of Work

The Contractor must perform the Work in accordance with the Annex B0 – In-Service Support Statement of Work.

7.2.1 Nature of Work

The Department of National Defence (DND) has a requirement for the provision of Repair and Overhaul, General Engineering and Maintenance Services (GEMS) for the Digitally Aided Close Air Support System (DACAS) as detailed in Annex B0 – In-Service Support Statement of Work.

7.3 Categories of Work

The work is broken down into two categories:

1) Continuous Work Requirement

The Contractor must provide software updates and bug fixes, progress reports and RSPL updates as defined in Annex B0 – In-Service Support Statement of Work.

2) All other taskings including;

The Contractor must provide the following:

Repair, Overhaul, Restore, Calibrate, Modify, Reduce to Spares, General Engineering and Maintenance Services (GEMS), Provide Spares, Test and Evaluation, Supply Support as defined in Annex B0 – In-Service Support Statement of Work

7.3.1 Work Authorization Procedures:

Each Task will only be performed by the Contractor when a duly authorized Task Authorization has been issued by the PA or the Contracting Authority, in accordance with the Contract sub-article entitled "Task Authorization Limitations" using a DND 626, entitled "Task Authorization". DND is not bound to issue the Tasks indicated in the Contract and reserves the right to change Task details as well as issue other Tasks. Refinement of the details of each Task assigned will be described in an individual DND 626 provided by DND. All other terms and conditions of the Contract apply to this Task Authorization method and cannot be amended without written authorization by the CA.

Work must be subject to written technical instructions detailed in a DND 626, signed by the TA and approved by PA/CA as required.

The Task SOW is used to:

- a. Request the Contractor to perform the Work defined in the DND 626;
- b. Provide directions to the Contractor to pursue certain lines of inquiry, to shift work emphasis, fill in details or otherwise serve to accomplish the Task(s); and
- c. Provide guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of Work description.

Work defined in a DND 626 must be within the general Scope of Work stated in the Contract.

The Contractor must control all Work by the serial numbers assigned to all DND 626s.

TASKING PROCEDURES: The DND 626 "Task Authorization" form is the Task Authorization method that will be used to authorize specific Tasks under this Contract and the following administrative process applies:

- a. Prior to issuing a Task Authorization, the TA will prepare a draft Task SOW fully describing the Scope of Work required for the Task and specifying the details listed in the sub article (b) below.
- b. The TA will submit this draft Task SOW (without the DND 626 form) through the PA to the Contractor specifying the funding limitation for the Task, the Work requirement, the acceptance criteria for the Work, the types of reports required, and the scheduled date of completion. The PA must ensure that the Task is within the Scope of Work for this Contract.
- c. The PA will request that the Contractor review the Task SOW and provide an accurate quote within a specified time limit, using the rates established in the Contract and based on the Contractor's Level of Effort (LOE) needed to complete the Task. The LOE quote must provide an accurate cost estimate and schedule for producing the requested deliverables. The LOE quote must clearly identify all the applicable charges.
- d. The Contractor must, within the time limit specified by the TA or its designated representatives, provide the LOE quote and/or notify the TA of the status of the proposed Task SOW response. Should the time limit specified by the TA not be sufficient, the Contractor must submit the LOE quote within a time period that is mutually acceptable to the TA and the Contractor.
- e. The Contractor must ensure that the requested Task does not exceed the Scope of Work for this Contract and that the Contractor is fully capable of producing the requested deliverables by achieving the essential functions at the lowest cost consistent with the required performance, reliability, quality and safety. Should the Contractor have any doubt with respect to the Work requested in the DND 626, the Contractor must submit DND 626 change recommendations to the PA prior to acceptance of the Task Authorization (DND 626).
- f. The Contractor must submit to the TA through the PA, the following written details:
 - i. The estimated labour hours, the total estimated cost, calculated in accordance with the terms and conditions of the Contract;
 - ii. A list of personnel (including their associated Labour Category and labour Rate) assigned to perform the Task;

- iii. The schedule for completion of the Work;
- iv. An activity resource listing; and
- v. The Contractor's acceptance or rejection of the proposed Task SOW, subject to receipt of a certified Task Authorization (DND 626).
- g. The Contractor must include, in the cost estimate referred to above, all applicable charges, including direct labour charges, material, subcontracting, travel and living expenses, applicable profit/fees, and applicable taxes - all in accordance with Annex B2 - Basis of Payment of the Contract.
- h. Once the TA, PA and the Contractor have understood and agreed with the Task details, the TA will review the LOE quote with the PA and in accordance with the Contract sub-article entitled "Approval Limitations", seek approval to proceed as follows:
 - i. If the LOE quote is within the DND Task approval, ceiling listed in the Contract sub-article entitled "Approval Limitations", the PA will sign the DND 626 form (with the Contractor approval Task SOW and LOE attached) and forward a signed copy to both the Contractor and the CA; or
 - ii. If the quote exceeds DND's Task approval ceiling, the PWGSC CA must also review and sign the DND 626 (with the Contractor approved Task SOW and LOE attached) prior to DND releasing the Task Authorization to the Contractor.
- j. Work on any Task may not commence prior to the date that the DND 626 is signed by the applicable Canadian Government Authorities. The PA must ensure that the CA is forwarded a copy of all authorized DND 626 Task Authorizations regardless of the dollar value.
- k. If at any time it becomes evident to the Contractor that the following conditions are exceeded:
 - i. The authorized level of expenditure for a Task;
 - ii. The total value of all the Task Work;
 - iii. The approved schedule deadline; or
 - iv. The scope of Work.

The Contractor must immediately request an amendment to the Task Authorization. The request must refer to the original Task Authorization serial number (DND 626 #) and include a revised proposal with the appropriate justification for Canada's consideration. Under no circumstance is the authorized level of expenditure to be exceeded. Canada will not pay for any Work that exceeds the authorized funding limitation.

- l. Amendments to the Work, cost or scope of the original DND 626 will require that a formal DND 626 amendment be created. Tasks originally approved by DND and within the amendment ceiling established in the Contract, will be approved by DND PA. All other amendments will be approved by DND and sent to the PWGSC CA for review and signature prior to releasing to the Contractor. DND must ensure that the CA is forwarded a copy of all authorized DND 626 amendments regardless of the dollar value.

The Contractor must complete any Tasks at the original price/scope if the approval authority rejects an amendment request. Additional Work on any Task may not commence prior to the date that the DND 626 Amendment is signed by the applicable Canadian Government Authorities.

TASK PRICING APPROACH: The LOE quote for each Task must clearly identify one of the following pricing approaches that the Contractor has selected for the Task:

- a. The Contractor may submit a "Firm Price" quote to the TA when the Scope of Work for a DND 626, referred to herein as "Task", is clearly understood by both parties and no changes are anticipated in the Scope of the Work.
- b. The Contractor may submit a "Ceiling Price" quote to the TA. The terms 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. In such a case, both parties agree prior to the Work authorization that the price may be subject to downward revision, based on the actual price on completion of the Task.
- c. The "Firm Price" or "Ceiling Price" quote must be based on the rates identified in the Basis of Payment, attached as Annex B2 – Basis of Payment. All proposed prices and cost estimates must be supported by a detailed cost breakdown.
- d. All amounts charged on a "Ceiling Price" basis must be subject to Government audit before or after payment of an invoice.

TASK APPROVAL LIMITATIONS: Work on any Task may not commence prior to the date that the DND 626 is signed by the applicable Canadian Government Authorities.

- a. The Approval Limitations for each Task Authorization are as follows:
 - i. Procurement Authority (PA): For Work, up to \$100,000.00 CDN for a signed DND 626; for amendment(s) to an existing DND 626 authorized by the PA, the aggregate value (Original DND value plus all Amendments) may not exceed \$100,000.00 CDN.
 - ii. PWGSC Contracting Authority (CA): Unlimited for any Task DND 626 costing more than \$100,000.00 CDN. For amendment(s) to any existing Task authorized in aggregate value of more than \$100,000.00 CDN.
- b. In the event that the estimated price to complete a Task is anticipated to exceed \$100,000.00 CDN, the DND 626 must first be authorized in writing by both the PA and CA. The Contractor must verify that both signatures are present prior to commencing Work.

TASK COMPLETION/CLOSURE PROCEDURES: The Contractor must monitor all Tasks issued under this 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 six (6) months, the Contractor must proceed as follows to request closure:

- a. The Contractor must determine the final costs to Canada, itemized as necessary for each individual Task being considered for closure;
- b. The Contractor must submit a letter to the TA (one copy each to PA and CA) requesting closure of the Task with reference to reports or letters concerning the Task as applicable;
- c. Closure will be subject to TA written acceptance of final results of the Tasking. If acceptable, the TA will authorize closure at the detailed funding levels; and

- d. 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.

7.4 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

2010C (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

7.4.2 Supplemental General Conditions

- 1) Only the following parts of 4001 (2015-04-01), Hardware Purchase, Lease and Maintenance, apply to and form part of the contract;

4001- Part V - Additional Conditions: Maintenance

The rest of 4001 (2015-04-01), Hardware Purchase, Lease and Maintenance is deleted.
- 2) 4004 (2013-04-25) Maintenance and Support Services for Licensed Software, apply to and form part of the contract;
- 3) 4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information, apply to and form part of the contract.

7.5 Term of Contract

7.5.1 Period of the Contract (ISS)

The period of the Contract is for five (5) years from the date the last DACAS system delivery.

7.5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to five additional one (1) year period(s) under the same terms and 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. Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a Contract amendment.

Solicitation No. - N° de l'invitation

W8476-175505/001/QD

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

DND

Amd. No. - N° de la modif.

File No. - N° du dossier

W8476-175505/001/QD

Buyer ID - Id de l'acheteur

029QD

CCC No./N° CCC - FMS No./N° VME

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

James Bright
Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Electronics, Munitions and Tactical Systems Procurement Directorate (EMTSPD)

Place du Portage, Phase III
11 rue Laurier
Gatineau, QC
K1A 0S8

Telephone: 819-420-0919
Facsimile: 819-956-0636
E-mail address: james.bright@tpsgc-pwgsc.gc.ca

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

7.5.2 Technical Authority

The Technical Authority for the Contract is:

TBD

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.

7.5.3 Procurement Authority

The Procurement Authority for the Contract is:

TBD

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 all matters concerning 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 the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.4 Contractor's Representative

To be filled in at Contract Award.

7.6 Payment

7.7 Basis of Payment

The Contractor shall be paid in accordance with Annex B2 – In-Service Support - Basis of Payment.

7.7.1 Limitation of Expenditure

7.7.1.1 Limitation of Expenditure - Contract

1. Canada's total liability to the Contractor under the Contract must not exceed XXXXX Customs duties are subject to exemption and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 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.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.2 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 Annex B2 – In-Service Support - 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 Procurement Authority (if under \$100,000.00 CAD) or Contracting Authority (if over \$100,000.00 CAD) before their incorporation into the Work

7.7.3 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.

7.8 Progress Payment

Progress Payment

1. The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment.

Each claim must show:

- all information required on form PWGSC-TPSGC 1111;
- all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- a list of all expenses;
- expenditures plus pro-rated profit or fee;
- the description and value of the milestone claimed as detailed in the Contract.

Each claim must be supported by:

- a copy of time sheets to support the time claimed;
 - a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
 - a copy of the monthly progress report.
2. The Goods and Services Tax or Harmonized Sales Tax (GST/HST), as applicable, 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 GST/HST payable as it was claimed and payable under the previous claims for progress payments.
3. The Contractor must prepare and certify one original and two (2) copies of the claim on form PWGSC-TPSGC 1111, and forward it to the Procurement Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Procurement Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

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

7.9 SACC Manual Clauses

SACC Reference	Section	Date
C0307C	Cost Submission – Repair and Overhaul	2014-06-26
C0710C	Time and Contract Price Verification	2007-11-30
C2000C	Taxes – Foreign Based Contractor	2007-11-30
C2604C	Customs Duties, Excise Taxes and Applicable Taxes – Non Resident	2013-04-25
C2608C		2015-02-25
C2610C		2007-11-30
H1001C	Multiple Payments	2008-05-12
H1008C	Monthly Payment	2008-05-12

7.10 Delivery, Acceptance and Inspection

7.10.1 Addressing

Address labeling shall be clearly marked on a minimum of two (2) locations on each package. The following shall be observed:

- (e) Complete name of the consignee
- (f) Complete shipping address
- (g) Clear description of contents
- (h) Complete name of the consignee representative

7.10.2 Shipping Instructions

The Contractor must ship the goods prepaid DDP - Delivered Duty Paid to 7 CF Supply Depot. Unless otherwise directed, delivery must be made by the most economical means.

7.10.3 Packaging

The Contractor must prepare all items 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.

The Contractor must package all items in quantities of one per package

7.10.4 Delivery

The Contractor must deliver the goods to 7 Canadian Forces (CF) Supply Depot 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.

- b. 7 CF Supply Depot Lancaster Park
Edmonton, Alta
Telephone: 780-973-4011, ext. 4524

7.10.5 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents and goods rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document or good not be in accordance with the Requirements 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.

7.10.6 Quality Control

D5515C (2010-01-11) Quality Assurance Authority (Department of National Defence) - Foreign-based and United States Contractor

7.11 Invoicing Instructions

7.11.1 Invoicing Instructions for Repair and Overhaul:

Invoices shall be submitted not more than once a month for R&O Work performed under the Contract as per the following terms and conditions:

The Contractor shall forward the certified invoice as follows:

- (a) One (1) copy of the invoice to:

Contracting Authority
Department of Public Works and Government Services
Defence Communication Division (QD)
Place du Portage, Phase III, 8C2
11 Laurier Street
Gatineau, Québec
K1A 0S5

- (b) The original and One (1) copy to:

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
Attention: DLP XXXX

Each invoice/claim will show:

- (a) The date;
- (b) Name and address of the consignee;
- (c) The Contract Serial Number;
- (d) The Financial Coding for Category 1: As per Page 1 of the Contract;
- (e) Details of the items repaired including NSN, Description of Item, Quantity, Labour hours, Materiel costs, Other applicable costs, Work order numbers, Stock holding code change notification, and document number;
- (f) Rate of payment and number of hours applicable to the task (if a ceiling price task);
- (g) Approved travel and living expenses related to the task;
- (h) Receipts and other supporting documents as required in the Contract;
- (i) The totals of all previous claims against the Contract;

(j) Goods and Services Tax or Harmonized Sales Tax, as appropriate.

7.11.2 Invoicing Instructions for all other ISS work:

The Contractor shall submit invoices on its own form, and must include the following information:

- (a) The Contract Serial Number;
- (b) The DND Financial Coding as quoted in the DND 626;
- (c) Task authorization requisition number;
- (d) Engineering or technical support classification;
- (e) Rate of payment and number of hours applicable to task (if ceiling price task) or milestone being claimed;
- (f) Cost of materials related to the task; and
- (g) Approved travel and living expenses related to the task;
- (h) Receipts or other supporting documentation as required in the Contract and/or task.

Invoices will be distributed as shown under article 8.1 above.

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

7.12 Certifications

7.12.1 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.

7.13 Certifications and Additional Information

7.13.1 Compliance

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

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

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

7.14 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable*)

7.15 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4001 (2015-04-01), Hardware Purchase, Lease and Maintenance;
- (c) the supplemental general conditions 4004 (2013-04-25) Maintenance and Support Services for Licensed Software;
- (d) the supplemental general conditions 4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information;
- (e) the general conditions 2010C (2016-04-04), General Conditions - Services (Medium Complexity);
- (f) Annex B0, ISS - Statement of Work;
- (g) Annex B2, ISS – Basis of Payment;
- (g) the Contractor's bid dated _____

7.16 Defence Contract

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

7.17 SACC Manual Clauses

A9131C (2014-11-27)	Controlled Goods Program
B4060C (2011-05-16)	Controlled Goods
B4019C (2015-02-25)	United States Military Specifications and Standards
B4061C (2008-05-12)	North Atlantic Treaty Organization Codification - Data Requirements
B7500C (2006-06-16)	Excess Goods
D2000C (2007-11-30)	Marking
D2001C (2007-11-30)	Labeling
D3010C (2014-06-26)	Delivery of Dangerous Goods/Hazardous Products
D3015C (2014-09-25)	Dangerous Goods/Hazardous Products-Labeling and Packaging Compliance
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)
D5605C (2010-01-11)	Release Documents (Department of National Defence) - United States-based Contractor
D6010C (2007-11-30)	Palletization
D9002C (2007-11-30)	Incomplete Assemblies
K3030C (2010-01-11)	License to Material Subject to Copyright
G1005C (2008-05-12)	Insurance

7.18 Electrical Equipment

All electrical equipment supplied under the Contract must be certified or approved for use in accordance with the Canadian Electrical Code<<http://www.csa.ca/cm/ca/en/normes/produits/electricite>>, Part 1, National<<http://www.csa.ca/cm/ca/en/normes/produits/electricite>> Electrical Code or equivalent, before delivery, by a certification organization accredited by the Standards Council of Canada, American National Standard Institute (ANSI) or equivalent.

Solicitation No. - N° de l'invitation

W8476-175505/001/QD

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

DND

Amd. No. - N° de la modif.

File No. - N° du dossier

W8476-175505/001/QD

Buyer ID - Id de l'acheteur

029QD

CCC No./N° CCC - FMS No./N° VME

ANNEX "A0"

Acquisition - STATEMENT OF WORK

Solicitation No. - N° de l'invitation

W8476-175505/001/QD

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

DND

Amd. No. - N° de la modif.

File No. - N° du dossier

W8476-175505/001/QD

Buyer ID - Id de l'acheteur

029QD

CCC No./N° CCC - FMS No./N° VME

ANNEX "A1"

STATEMENT OF WORK – System Performance Specification

Solicitation No. - N° de l'invitation

W8476-175505/001/QD

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

DND

Amd. No. - N° de la modif.

File No. - N° du dossier

W8476-175505/001/QD

Buyer ID - Id de l'acheteur

029QD

CCC No./N° CCC - FMS No./N° VME

ANNEX “A2”

Tactical Vest Components

Solicitation No. - N° de l'invitation

W8476-175505/001/QD

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

DND

Amd. No. - N° de la modif.

File No. - N° du dossier

W8476-175505/001/QD

Buyer ID - Id de l'acheteur

029QD

CCC No./N° CCC - FMS No./N° VME

ANNEX “B1”

Acquisition – Basis of Payment

Solicitation No. - N° de l'invitation

W8476-175505/001/QD

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

DND

Amd. No. - N° de la modif.

File No. - N° du dossier

W8476-175505/001/QD

Buyer ID - Id de l'acheteur

029QD

CCC No./N° CCC - FMS No./N° VME

ANNEX “B0”

In-Service Support - STATEMENT OF WORK

Solicitation No. - N° de l'invitation

W8476-175505/001/QD

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

DND

Amd. No. - N° de la modif.

File No. - N° du dossier

W8476-175505/001/QD

Buyer ID - Id de l'acheteur

029QD

CCC No./N° CCC - FMS No./N° VME

ANNEX “B2”

In-Service Support – Basis of Payment

Solicitation No. - N° de l'invitation

W8476-175505/001/QD

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

DND

Amd. No. - N° de la modif.

File No. - N° du dossier

W8476-175505/001/QD

Buyer ID - Id de l'acheteur

029QD

CCC No./N° CCC - FMS No./N° VME

ANNEX “C”

Technical Bid Evaluation

Solicitation No. - N° de l'invitation

W8476-175505/001/QD

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

DND

Amd. No. - N° de la modif.

File No. - N° du dossier

W8476-175505/001/QD

Buyer ID - Id de l'acheteur

029QD

CCC No./N° CCC - FMS No./N° VME

ANNEX “D”

Financial Basis of Evaluation

Solicitation No. - N° de l'invitation

W8476-175505/001/QD

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

DND

Amd. No. - N° de la modif.

File No. - N° du dossier

W8476-175505/001/QD

Buyer ID - Id de l'acheteur

029QD

CCC No./N° CCC - FMS No./N° VME

ANNEX “E”

DND 626 – Task Authorization

ANNEX "1" to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

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

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

- ☐ A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- ☐ A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

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

OR

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