

MODULAR RANGE

REQUEST FOR PROPOSAL (RFP)

SOLICITATION: W6399-15GD39/B

Volume 2

ACQUISITION RESULTING CONTRACT

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

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RESULTING CONTRACT CLAUSES

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

ARTICLES OF AGREEMENT

1. Requirement

The Contractor must perform the Work in accordance with Annex B, Modular Range Statement of Work and Annex C, Modular Range Specification.

2. Optional Goods and Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Schedule A, Range Acquisition Pricing, 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.

2.1 Site Preparation

For Schedule A, Article 3 item N°4 Site Preparation, the Contracting Authority may exercise the option(s) within six (6) months after contract award by sending a written notice to the Contractor.

2.2 Utilities Hook-Up

For Schedule A, Article 3 item N°5 Utilities Hook-Up, the Contracting Authority may exercise the option(s) within six (6) months after contract award by sending a written notice to the Contractor.

3. Work Arisings

Additional Work that is not described in the Annex B Statement of Work but that is required to support the requirement and that would fall within the overall scope of the Work (Work Arisings), may be incorporated into the Contract either through a Contract amendment or the issuance of a Task Authorization.

3.1 Task Authorization

The Task Authorization process is outline in Annex E

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_issued by Public Works and Government Services Canada.

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>)

4.1 General Conditions

-
- a) 1031-2 (2012-07-16) Contract Cost Principles apply to and form part of the Contract.
 - b) 2030 (2016-04-04), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

Article 22, paragraph 1 of 2030 (2016-04-04), General Conditions - Higher Complexity - Goods, is amended as follows:

2030 22 (2014-09-25) Warranty

- 1. Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision imposed by law, the Contractor warrants that, for **36 months** (or any other period stated in the Contract), the Work will be free from all defects in design, material or workmanship, and will conform to the requirements of the Contract. The warranty period begins on the date of delivery, or if acceptance takes place at a later date, the date of acceptance. With respect to Government Property not supplied by the Contractor, the Contractor's warranty will extend only to its proper incorporation into the Work

4.2 Supplemental General Conditions

- a) 4003 (2010-08-16) Licensed Software, apply to and form part of the Contract;
- b) 4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

5. Security Requirements

5.1 Security Requirements for Canadian Suppliers:

- a. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- b. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- c. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- d. The Contractor/Offeror must comply with the provisions of the:
 - i. Security Requirements Check List and security guide (if applicable), attached at Annex A;
 - ii. Industrial Security Manual (Latest Edition).

5.2 Security Requirements for Foreign Suppliers:

**Applicable Security Requirements Information will be inserted in a forthcoming solicitation amendment.*

6. Delivery

6.1 Modular Range delivery and installation at the initial delivery location

6.1.1 For Schedule A, Range Acquisition Pricing Article 2, item N°1:

The Range must be delivered to the installation site within thirty (30) days of receiving notice in accordance with Annex B Statement of Work Article 4.4.

All work must be completed on or before three hundred and sixty five (365) days after contract award.

6.1.2 Delivery of the Project Plan, Technical Documents and Certifications

The Project Plan, all Technical Documents and all Certifications, must be delivered in accordance with Annex B Statement of Work

6.1.4 Training

Training must be delivered in accordance with Annex B Statement of Work

7. Authorities

7.1 Contracting Authority

The Contracting Authority for the Contract is:

Michael Rancourt
Supply Specialist

Public Works and Government Services Canada
Acquisitions Branch
Electronics, Munitions, and Tactical Systems Procurement Directorate - QF
11 Laurier Street
Gatineau, Quebec
K1A 0S5

Telephone: 819-420-1734
Facsimile: 819-956-5650
E-mail: Michael.Rancourt@pwgsc-tpsgc.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.

7.2 Technical Authority

The Technical Authority for the Contract is:

(The Technical Authority will be inserted at contract award)

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

7.3 Procurement Authority

The Procurement Authority for the Contract is:

(The Procurement Authority will be inserted at contract award)

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. 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.

7.4 Contractor's Representative

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail: _____

8. Payment

8.1 Basis of Payment – Firm Price

For Schedule A, Range Acquisition Pricing Article 2 line items N°1 through N°3, and if options are exercised, Schedule A Article 3 line items N°4 and N°5:

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Schedule A Range Acquisition pricing for a cost of \$ **(to be inserted at contract award)**. Customs duties are excluded 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.

8.2 Lien - Section 427 of the Bank Act

For Canadian Based Bidders:

1. If any lien under section 427 of the *Bank Act*, S.C.. 1991, c. 46, exists in respect to any materials, parts, work-in-process, or finished Work for which the Contractor intends to claim payment, the Contractor agrees to inform the Contracting Authority without delay and agrees, unless instructed otherwise by the Contracting Authority, either:
 - a) to cause the bank to remove such lien and to provide the Contracting Authority with written confirmation from the bank; or,
 - b) to provide to the Contracting Authority an undertaking from the bank that the bank will not make any claim under section 427 of the *Bank Act* on materials, parts, work-in-process, or finished Work in respect of which payment is made to the Contractor under the Contract.
2. Failure to inform the Contracting Authority of such lien or failure to implement paragraph 1(a) or (b) above will constitute default under the default section of the general conditions and will entitle Canada to terminate the Contract.

8.3 Taxes – Foreign-based Contractor

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax

whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

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

9. Method of Payment

9.1 Milestone Payments

For Schedule A Range Acquisition Pricing Article 2 line items N°1 through N°3:

Canada will make milestone payments in accordance with the Schedule B Range Acquisition Milestone Payments detailed in the Contract and the payment provisions of the Contract if:

- a) an accurate and complete claim for payment using PWGSC-TPSGC 1111, Claim for Progress Payment (Annex D), 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, Claim for Progress Payment (Annex D), have been signed by the respective authorized representatives; and
- c) all Work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

9.1.1 Transfer of Ownership

Payments made under clauses relating to progress or advance payments will not constitute or result in a transfer of ownership of the raw materials, work-in-process, finished goods or other articles.

9.2 Single Payment

For Schedule A, Range Acquisition Pricing Article 3 line items N°4 and N°5, if options are exercised:

Canada will pay the Contractor upon completion and delivery of the Work 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;
- c) the Work delivered has been accepted by Canada

10. Invoicing Instructions

10.1 Invoicing Instructions - Progress Payment Claim

1. The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment (Annex D). The claim can be submitted electronically via email and must be in a Portable Document Format (PDF).

Each claim must show:

- a) all information required on form PWGSC-TPSGC 1111, Claim for Progress Payment (Annex D);
 - b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
 - c) the description and value of the milestone(s) claimed as detailed in the Schedule B Range Acquisition Milestone Payments.
2. The Contractor must prepare and certify one copy of the claim on form PWGSC-TPSGC 1111, Claim for Progress Payment (Annex D), 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 claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

3. The Contractor must not submit claims until all Work identified in the claim is completed.

10.2 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:

Adjustment = $FCC \times Qty \times (i1 - i0) / i0$ 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

4. The initial exchange rate is set as the noon rate as published by the Bank of Canada, thirty (30) business days prior to 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.

11. Shipping

11.1 Delivery Points

11.1.1 Delivery of the Modular Range

For Schedule A Range Acquisition Pricing Article 2 items N°1:

1. Goods must be consigned to the destination specified in the Contract DAP destination (Kingston Ontario, Gatineau Quebec and Ottawa Ontario), Incoterms® 2010, to the following addresses:
 - a) For shipments to Canadian Forces Base Kingston:

Specific Address will be provided at contract award.
2. The Contractor must deliver the goods to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown above. The consignee may refuse shipments when prior arrangements have not been made.

11.1.2 Project Plan, Technical Documents and Certifications

For Schedule A Range Acquisition Pricing Article 2 items N°2:

For hard copy versions of the Project Plan, Technical Documents and Certifications, Goods must be consigned to the destination specified in Article 7 Authorities for both the Contracting Authority and Technical Authority, DAP destination (Gatineau QC and Ottawa ON), Incoterms® 2010.

11.1.3 Delivery of Training

For Schedule A Range Acquisition Pricing Article 2 item N°3:

Delivery of Training must be in accordance with Annex B Statement of Work.

11.2 Canadian Customs Documentation

General

1. The Contractor must provide two (2) copies of the Canada Customs Invoice (CCI) or two (2) copies of the commercial invoice marked "For Customs Purposes Only".
2. For shipments from the United States and Mexico that are of American, Mexican or Canadian origin, as defined by the North American Free Trade Agreement (NAFTA), and for shipments from Israel that are Israeli in origin, as defined by the Canada-Israel Free Trade Agreement (CIFTA), the Contractor must provide proof of origin of the goods. This proof must be in the form of a NAFTA or CIFTA Certificate of Origin for goods valued at C\$1,600 or more, or a simple statement on the invoice for goods valued at C\$1,600 or less. In either case, the document must include an original signature and must reference the contract number. For contracts valued at C\$250,000 or more, the proof of origin will not be required.
3. The Contractor must not employ commercial customs brokers to custom clear the goods provided under the Contract, unless authorized by the Canadian Material Support Group / Customs, at National Defence Headquarters, telephone: 1-855-210-5149, facsimile: 1-800-306-1811 or 613-971-7333.

Completion of Documents

The CCI or commercial invoice must include the following information:

- a) complete description of the goods being shipped, including the applicable United States "Schedule B" codes or United States Harmonized Tariff Schedule codes;
- b) value and terms of sale for each item (e.g. sale, loan, warranty, Incoterms® 2010), including value of repairs, warranty repairs or replacement costs;
- c) the Contract number and financial codes (use Field 3 on the CCI form);
- d) country of origin of goods; and
- e) when a NAFTA/CIFTA Certificate of Origin has been prepared, the "Description" field of the CCI or commercial invoice must include a statement confirming that it has been completed and is attached to that invoice.

Distribution of Documents

1. The Contractor must attach the following to shipping container No. 1 of all shipments using a waterproof envelope marked "Canada Customs Documentation":
 - a) one (1) copy of the CCI or one (1) copy of the commercial invoice as applicable; and
 - b) one (1) copy of the NAFTA Certificate of Origin (if applicable).
2. The second copy of each of the above-mentioned forms must be attached to the shipping documents.
3. A copy of the CIFTA Certificate of Origin must be faxed to 1-800-306-1811 or emailed to DCBSCustoms@forces.gc.ca.

11.3 Packaging Requirement using Specification A-LM-187-001/002/003-JS-001

The Contractor must prepare all items for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification A-LM-187-001/002/003-JS-001, DND Minimum Requirements for Manufacturer's Standard Pack.

11.4 Marking

The Contractor must ensure that the manufacturer's name and part number are clearly stamped or etched on each item for positive identification purposes.

11.5 Labelling

The Contractor must ensure that the manufacturer's and specification numbers appear on each item, either printed on the container or on an adhesive label of highest commercial standard affixed to the container.

11.6 Wood Packaging Materials

All wood packaging materials used in shipping must conform to the International Standards for Phytosanitary Measures No. 15: Regulation of Wood Packaging Material in International Trade (ISPM 15).

Pertinent additional information on Canada's import and export programs is provided in the following Canadian Food Inspection Agency policy directives:

D-98-08 - Entry Requirements for Wood Packaging Materials Produced in All Areas Other Than the Continental United States

D-01-05 - The Canadian Wood Packaging Certification Program (CWPCP)

11.7 Palletization

1. For all shipments exceeding 0.566 m³ or 15.88 kg (20 ft³ or 35 lbs), except for those shipped by courier, the following applies:
 - a) The Contractor must strap, and if necessary wrap, shipments on standard 1.22 m x 1.02m (48 in. x 40 in.) wood pallets. The four-way forklift entry pallet must be supplied at no charge to Department of National Defence. Total height, including pallet, must not exceed 1.19 m (47 in.). The pallet load must not extend further than 2.54 cm (1 in.) from any edge of the pallet.
 - b) The Contractor must group items by stock number (on the same pallet) within consolidated shipments. Pallet loads composed of more than one stock number must be marked as "Mixed Items".
 - c) Individual items exceeding 1.22 m (48 in.) in length or 453.6 kg (1000 lbs) must be secured to larger pallets or must have 10.16 cm x 10.16 cm (4 in. x 4 in.) skids securely fastened to the bottom of the item. Skids must be separated by a minimum of 71.12 cm (28 in.).
2. Any exception requires the prior approval of the Contracting Authority.

11.8 Incomplete Assemblies

The Contractor must not ship incomplete assemblies unless the authorization for such shipment has been obtained before from the Contracting Authority.

11.9 Excess Goods

The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

11.10 Shipment of Dangerous Goods/Hazardous Products

The Contractor must label and ship dangerous goods/hazardous products falling within the Transportation of Dangerous Goods Act, 1992, c.34 and the Hazardous Products Act, R.S.C. 1985, c. H-3 and their regulation(s) in accordance with the said Acts and regulation(s) accompanied by the required safety data sheet(s) completed in both English and French.

11.10.1 Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance

1. The Contractor must ensure proper labelling and packaging in the supply and shipping of dangerous goods/hazardous products to the Government of Canada.
2. The Contractor will be held liable for any damages caused by improper packaging, labelling or carriage of dangerous goods/hazardous products.
3. The Contractor must clearly mark all merchandise labels with the percentage of volume that is a hazardous item. Failure to do so will result in the Contractor being held responsible for damages caused in the movement of goods/products by government vehicles or government personnel.
4. The Contractor must adhere to all applicable laws regarding dangerous goods/hazardous products.

11.11 Inspection and Acceptance

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

- a) Upon execution of the close-out meeting and completion of all deliverables under the contract, excluding warranty obligations, the Inspection Authority will issue a final acceptance notification to the Contractor to verify all deliverables under the contract, excluding warranty obligations, have been satisfied in accordance with the Contract.
- b) Upon completion of all warranty obligations under the contract, the Inspection Authority will issue a final warranty obligation acceptance notification to the Contractor to verify all warranty resolutions have been satisfied in accordance with the Contract.

11.12 Customs Duties - Department of National Defence - Importer

1. As the goods to be supplied under the Contract are defence supplies, customs duties on importation to Canada may be remitted under the Tariff Item Number 9982.00.00 of the Schedule to the Customs Tariff.
2. Remission of customs duties payable may be granted under the Tariff Item Number 9982.00.00 when the total contract value of the defence supplies is C\$250,000 or more. This reflects the import value of the goods plus the duty that would be applicable in the absence of the Customs Tariff.
3. The Department of National Defence (DND) will be responsible for prearranging remission on importation or for paying customs duties on importation and applying to Canada Border Services Agency for a refund. DND is also responsible for applying to Public Works and Government Services Canada in good time for the certification required by the Customs Tariff.

12. Quality Assurance

12.1 ISO 9001:2008 Quality Management Systems - Requirements (QAC Q)

In the performance of the Work described in the Contract, the Contractor must comply with the requirements of:

ISO 9001:2008 - Quality management systems - Requirements, published by the International Organization for Standardization (ISO), current edition at date of submission of Contractor's bid. It is not intended that the Contractor be registered to ISO 9001; however, the Contractor's quality management system must address all requirements appropriate to the scope of the Work. Only exclusions in accordance with clause 1.2 of ISO 9001 are acceptable.

Assistance for Government Quality Assurance (GQA)

The Contractor must provide the Quality Assurance Representative (QAR) with the accommodation and facilities required for the proper accomplishment of GQA and must provide any assistance required by the QAR for evaluation, verification, validation, documentation or release of product.

The QAR must have the right of access to any area of the Contractor's or subcontractor's facilities where any part of the Work is being performed. The QAR must be afforded unrestricted opportunity to evaluate and verify Contractor conformity with quality system procedures and to validate product conformity with the requirements of the Contract. The Contractor must make available for reasonable use by the QAR the equipment necessary for all validation purposes. Contractor personnel must be made available for operation of such equipment as required.

When the QAR determines that GQA is required at a subcontractor's facilities, the Contractor must provide for this in the purchasing document and forward copies to the QAR, together with relevant technical data as the QAR may request.

The Contractor must notify the QAR of non-conforming product received from a subcontractor when the product has been subject to GQA.

For the design, development or maintenance of software, the Contractor must interpret the requirements of ISO 9001:2008 "Quality management systems - Requirements", according to the guidelines of the latest issue (at contract date) of ISO/IEC 90003:2004 "Software engineering - Guidelines for the application of ISO 9001:2000 to computer software".

12.2 Quality Assurance Authority (DND)

For all Canadian Bidders:

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, ON K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca

Within forty-eight (48) hours of contract award, the Contractor must contact the QAR. The name, location and phone number of the QAR can be obtained from the nearest National Defence Quality Assurance Region (NDQAR) listed below:

Atlantic - Halifax 902-427-7224 or 902-427-7150
Quebec - Montreal 514-732-4410 or 514-732-4477
Quebec - Quebec City 418-694-5998, ext. 5996
National Capital Region - Ottawa 819-939-0168
Ontario - Toronto 416-635-4404, ext. 6081 or 2754
Ontario - London 519-964-5757
Manitoba/Saskatchewan - Winnipeg 204-833-2500, ext. 6574
Alberta - Calgary 403-410-2320, ext. 3830
Alberta - Edmonton 780-973-4011, ext. 2276
British Columbia - Vancouver 604-225-2520, ext. 2460
British Columbia - Victoria 250-363-5662

The Contractor is responsible for performing, or having performed, all inspections and tests necessary to substantiate that the material or services provided conform to the requirements of the Contract.

The Contractor must provide, at no additional cost, all applicable test data, all technical data, test pieces and samples as may reasonably be required by the QAR to verify conformity to the requirements of the Contract. The Contractor must forward at its expense such technical data, test data, test pieces and samples to such location as the QAR may direct.

Quality control, inspection and test records that substantiate conformity to the specified requirements, including records of corrective actions, must be retained by the Contractor for three (3) years from the date of completion or termination of the Contract and must be made available to the QAR upon request.

OR, for all foreign (non-Canadian) Bidders:

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
Major-General George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca

If the Contractor has not been contacted by the QAR performing GQA in the Contractor's facility or area within forty-five (45) working days of award of the Contract, the Contractor must notify the Contracting Authority.

Where no official arrangements for mutual GQA have been concluded, the Department of National Defence will arrange for the GQA services to be conducted by a National Quality Assurance Authority acceptable to the Director of Quality Assurance. If the GQA services must be provided on a cost-recovery basis, the costs for the services must be accrued against the Contract and be discharged through separate invoicing.

The Contractor is responsible for performing, or having performed, all inspections and tests necessary to substantiate that the materiel or services provided conform to the requirements of the Contract.

The Contractor must provide, at no additional cost, all applicable test data, all technical data, test pieces and samples as may reasonably be required by the QAR to verify conformity to the requirements of the Contract. The Contractor must forward at its expense such technical data, test data, test pieces and samples to such location as the QAR may direct.

Quality control, inspection and test records that substantiate conformity to the specified requirements, including records of corrective actions, must be retained by the Contractor for three (3) years from the date of completion or termination of the Contract and must be made available to the QAR upon request.

12.3 Release Documents (DND)

For all Canadian Bidders:

Unless otherwise directed by the Department of National Defence (DND) Quality Assurance Authority, the signature of the DND Quality Assurance Representative on the release document is not required.

Material must be released for shipment using either DND form CF 1280, Certificate of Release, Inspection and Acceptance, or a release document containing the same information. The Contractor must prepare the release document(s).

For return of repair and overhaul material to the Canadian Forces Supply System Upgrade, use forms DND 2227/DND 2228 in lieu of DND form CF 1280.

OR, for all U.S.A. Bidders:

Material must be released for shipment using a DD Form 250, Material Inspection and Receiving Report, or a release document containing the same information and acceptable to the Quality Assurance Representative. The Contractor must prepare the release document(s).

OR, for all non-Canadian and non - U.S.A Bidders:

Material must be released for shipment using a Certificate of Conformity in accordance with NATO STANAG 4107 which must be prepared by the Contractor.

12.4 Release Documents - Distribution

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

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

National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A OK2
Attention: (TBD)

- 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 OK2

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

13. Priority Rating

For all Bidders based in the United States:

Canada is a participant in the United States Defense Priorities and Allocations System and this defence contract is eligible for a priority rating. The Defence Priorities and Allocations Officer, Public Works and Government Services Canada, will advise the Contractor as to the appropriate priority rating within sixty (60) days of the date of the Contract.

13.1 Priority Rating - Canadian-based Contractors

For all Canadian based Bidders:

1. The Contract concerns a Canadian defence requirement and therefore is eligible to be assigned a "U.S. Priority Rating" for any materials/services imported from the United States which may be required in the performance of the Work. Accordingly, the Contractor must:
 - a) make an application to the Defence Priorities and Allocations Officer, Public Works and Government Services Canada (PWGSC), either by e-mail at: DGAPrioritesdedefense.ACQBDefencePriorities@pwgsc-tpsgc.gc.ca; or by facsimile: 819-956-1459; and
 - b) include this clause in subcontracts with Canadian-based contractors, and quote the PWGSC Contract Number indicated in the Contract.

2. Failure to comply with the above may impact on the Contractor's delivery commitments. Therefore, the Contractor is responsible for any breach of the Contract that arises from such a failure.

14. Certifications

14.1 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.

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

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

15. Applicable Laws

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

16. Priority of Documents

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

- (a) the Articles of Agreement, including all Schedules;
- (d) the supplemental 4003 (2010-08-16) Licensed Software;
- (c) the supplemental 4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information;
- (d) the General Conditions 1031-2 (2012-07-16) Contract Cost Principles;
- (e) the General Conditions 2030 (2016-04-04), General Conditions - Higher Complexity – Goods;
- (f) Annex A, Security Requirement Checklist;
- (g) Annex B, Statement of Work for a Modular Indoor Range, and its` appendices;
- (h) Annex C, Specification for the Modular Indoor Range;
- (i) Annex D, PWGSC-TPSGC 1111, Claim for Progress Payment;
- (j) Annex E, Task Authorization Process;
- (k) Annex F, PWGSC-TPSGC 450;
- (l) Annex G, DND 626 Task Authorization Form
- (m) the signed Task Authorizations (including all of its annexes, if any); and
- (n) the Contractor's bid dated (to be inserted at contract award).

17. Defence Contract

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

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

18. Foreign Nationals

For All Canadian Bidders:

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

For All Foreign Bidders:

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any Work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

19. Canadian Forces Site Regulations

The Contractor must comply with all standing orders or other regulations, instructions and directives in force on the site where the Work is performed.

20. Access to Facilities and Equipment

Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. If access to government premises, computer systems (micro computer network), working space, telephones, terminals, documentation and personnel for consultation is required by the Contractor to perform the Work, the Contractor must advise the Contracting Authority of the need for such access in a timely fashion. If the Contractor's request for access is approved by Canada and arrangements are made to provide access to the Contractor, the Contractor, its subcontractors, agents and employees must comply with all the conditions applicable at the Work site. The Contractor must further ensure that the facilities and equipment are used solely for the performance of the Contract.

21. Insurance

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

22. Controlled Goods Program

- a) As the Contract requires production of or access to controlled goods that are subject to the *Defence Production Act* R.S. 1985, c. D-1, the Contractor and any subcontractor are advised

that, within Canada, only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: [Controlled Goods Program](#).

- b) When the Contractor and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the Contractor and any subcontractor must, within seven (7) working days from receipt of written notification of the contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the Contractor has provided proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP.

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

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

SCHEDULE A – Range Acquisition Pricing

Customs duties are excluded and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

1. Currency

All prices provided in Schedule A, Range Acquisition Pricing, are provided in Canadian Currency.

2. Modular Range Acquisition Requirements

Item N°	Description	QTY	Firm Unit Price (DAP Destination)	Extended Firm Price (DAP Destination)
1	<u>Modular Range</u> One (1) Range as defined in Annex A Statement of Work and Annex B Specification.	1	N/A	\$
2	<u>Project Management, System Engineering and Integrated Logistic Support (Excluding Training)</u> Generate and deliver the Project Plan, conduct meetings, Publications, Contract Data Requirements List and Data Item Descriptions as defined in Annex B Statement of Work.	LOT	N/A	\$
3	<u>Training</u> Provide training as defined in Annex A Statement of Work and Annex B Specification.	1	N/A	\$

3. Optional Acquisition Requirements

Item N°	Description	QTY	Firm Unit Price (DAP Destination)	Extended Firm Price (DAP Destination)
4	<u>Site Preparation</u> Site Preparation, as defined in Annex A Statement of Work and Annex B Specification.	1	N/A	\$

Solicitation No. - N° de l'invitation
W6399-15GD39/001/ql
Client Ref. No. - N° de réf. du client
W6399-15GD39

Amd. No. - N° de la modif.
File No. - N° du dossier
101qlW6399-15GD39

Buyer ID - Id de l'acheteur
101ql
CCC No./N° CCC - FMS No./N° VME

Item N°	Description	QTY	Firm Unit Price (DAP Destination)	Extended Firm Price (DAP Destination)
5	<u>Utilities Hook-up</u> Utilities Hook-up, as defined in Annex A Statement of Work and Annex B Specification.	1	N/A	\$

SCHEDULE B – Range Acquisition Milestone Payments

1. Acquisition Requirements

The schedule of milestones payments which claims must be made on Schedule A, Range Acquisition Pricing Article 2 items N°1 through N°3, are as follows:

Item N	Milestone	Deliverable	Percentage of Total Contract Value	Milestone/Progress Value (populated at Contract Award)
1	Kick-Off Meeting	Completion of the Kick-off Meeting and final copy of Meeting Minutes submitted in accordance with Annex B Article 3.3.5	0.5%	
2	Project Management Plan	Successful completion of PDR including required action plans and resolutions, in accordance with SOW 5.5.2, as represented by approval of the PDR minutes.	2%	
3	Final Design Review	Successful Compliance Demonstration in accordance with Annex B Article 3.2.4	5%	

Item N	Milestone	Deliverable	Percentage of Total Contract Value	Milestone/Progress Value (populated at Contract Award)
4	Final Delivery of Technical Documents	Final Copies of Technical Documents delivered to The TA, and final copies of Technical Documents delivered to the installation site, both in accordance with Annex B Article 5.1.2	2.5%	
5	Initial Inspection at Contractors Facility	Successful demonstration of compliance completed in accordance with Annex B Article 3.2.4	30%	
6	Modular Indoor Range Acceptance	Successful completion of the Acceptance Inspection in accordance with Annex B Article 3.2.5, and Acceptance issued in accordance with Annex B Article 4.7.	50%	
7	Training and Close-out	<ul style="list-style-type: none"> a) Training delivered in accordance with Annex B Article 5.2. b) Successful completion of the close-out meeting and final acceptance notification issued by Canada in accordance with contract article 11.11. 	10%	