

N° de l'invitation - Solicitation No.

W6399-18KE13/A

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

W6399-18KE13

N° de la modif - Amd. No.

File No. - N° du dossier  
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N° CCC / CCC No./ N° VME - FMS

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## REQUEST FOR PROPOSAL (RFP) - SUMMARY OF CHANGES

In this document, changes to the original RFP resulting from formal solicitation amendments are indicated in **red text**.

### **Dated 30 August 2018:**

Publication of the original version of the RFP on BuyandSell.gc.ca website

### **Dated 14 September 2018:**

At item 5.3 Intellectual Property of Annex A – Statement of Work, text was deleted in its entirety; At item 2.2 - Supplemental General Conditions of Part 7 - Resulting Contract Clause, clause K3410C was deleted and no longer forms part of the RFP terms and conditions.

### **Dated 05 October 2018:**

Extension to the solicitation period; Changes in the SOW requirements for in-house capabilities vs third party; Change in the Financial bid presentation sheet and Basis of payment of the resulting contract; Minor typo correction.

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## PART 1 - GENERAL INFORMATION

### 1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, DND 626 Task Authorization Form and any other annexes.

### 2. Summary

The Department of National Defence (DND) conducts a variety of research and development (R&D) activities to develop and improve specific capabilities that are required to support its unique operational mandate. As part of the R&D activities, non-standard and specialized equipment and components that are not commercially available are often necessary. To support the R&D activities, DND has a requirement for design, manufacture, and modification of a variety of prototype one-of-a-kind parts, assemblies, and experimental components.

The objective of this work is to provide with engineering design and manufacturing services in support of research and development (R&D) activities as it relates to both simple and complex problem resolution. All services will be performed on an "as and when required" basis.

The Work may include, but is not limited to, engineering support, design, manufacture, modification of a variety of prototype parts, assemblies and experimental components that directly support the R&D efforts. The Contractor can also be tasked to conceive and build prototype and developmental products in small quantities with no expectation for a mass-production of any of these items.

Example of R&D activities that would require support are: small arms development, surveillance systems, breaching systems, targeting systems, mobility systems, weapons platforms, personal protection and counter-mobility systems.

Examples of engineering support that would be required in support of those R&D activities are: manufacturing of mounts, manufacturing of simple components, manufacturing of prototypes, manufacture of unique components of firearms, development of test equipment, conduct of reliability tests and conduct of performance tests.

It is Canada's intent to award one (1) contract to satisfy this requirement. The period of the Contract will be for a three (3) year period from the date of contract award, with the irrevocable option to extend the term of the contract by up to two (2) additional one (1) year period(s) under the same conditions.

There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA). The requirement is subject to a preference for Canadian goods and/or services.

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

The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity – Certification.

### **3. Debriefings**

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

### **4. Communications**

As a courtesy and in order to coordinate any public announcements pertaining to this contract, the Government of Canada requests that successful Bidders notify the Contracting Authority 5 days in advance of their intention to make public an announcement related to the recommendation of a contract award, or any information related to the contract. The Government of Canada retains the right to make primary contract announcements.

### **5. Conflict of Interest**

The Work described herein and the deliverable items under any resulting Contract specifically exclude the development of any statement of work/requirements, evaluation criteria or any document related to a bid solicitation. The Contractor, its subcontractor(s) or any of their agent(s) directly or indirectly involved in the performance of the Work and/or in the production of the deliverables under any resulting Contract will not be precluded from bidding on any potential future bid solicitation related to the production or exploitation of any concept or prototype developed or delivered under any resulting Contract.

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## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2018-05-22) 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. 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.

### 3. Former Public Servant

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

#### 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.

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

#### **4. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

#### **5. Applicable Laws**

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

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

#### **6. 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 favor a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least ten (10) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

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

Section I: Technical Bid – One (1) hard copies and one (1) soft copy on a CD-ROM or DVD-ROM

Section II: Financial Bid - One (1) hard copy and one (1) soft copy on a CD-ROM

Section III: Certifications - One (1) hard copy and one (1) soft copy on a CD-ROM

For your information, all soft copies can be submitted on the same media. 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 may be indicated in any other section of the bid.

#### 1.1 Bid Preparation Format

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

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

In April 2006, Canada issued the Policy on Green Procurement, directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process. Policy on Green Procurement (<https://www.tpsgc-pwgsc.gc.ca/app-acq/ae-gp/paecoif-pgpts-eng.html>).

To assist Canada in reaching its objectives, Bidders should:

- (1) use 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, print double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### Section I: Technical Bid

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

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

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## Section II: Financial Bid

- (a) A firm, all-inclusive hourly rate for each labour category, for the contract period and the option periods, as indicated in Attachment 1 to part 3. The total amount of Applicable Tax is to be shown separately, if applicable.

**Important Note to Bidders:** The rates provided below for any given resource category must not increase by more than 5% from one period to the next. If the increase is greater than 5%, the bid will be considered non-responsive.

The information should be provided in accordance with the Financial Bid Presentation Sheet at Attachment 1 to PART 3 - FINANCIAL BID PRESENTATION SHEET 1.

No travel and living expenses will be paid for services provided within the National Capital Region (NCR). Further, Canada will not accept any travel and living expenses for travel between the contractor's place of business and the NCR. All of these costs are to be included in the firm all-inclusive labour rates.

- (b) For Canadian-based bidders, prices must be in Canadian funds, Applicable Taxes excluded, and Canadian customs duties and excise taxes included.

For foreign-based bidders, prices must be in Canadian funds, Applicable Taxes and Canadian customs duties and excise taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the rates and prices submitted by foreign-based bidders.

For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

### 1.2 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

## Section III: Certifications

Bidders must submit the certifications required under Part 5.



### ATTACHMENT 1 OF PART 3 FINANCIAL BID PRESENTATION SHEET 1

Bidders must provide their financial information in accordance with the following:

#### 1.0 Firm All-Inclusive hourly rates (in-house or third party capabilities):

The Bidder must complete the following table identifying costing information for years one (1) through year three (3). Rate shall indicate service rate per hour. Total shall identify Rate multiplied by Hours.

**Please note that all hours below are only estimates for the purpose of bid evaluation. The Bidder must identify which manufacturing capabilities will be done in-house.**

Labour Category	Initial Contract Period								
	Year 1			Year 2			Year 3		
	Rate*	Hours	Total	Rate*	Hours	Total	Rate*	Hours	Total
<b>Technical Support</b>									
Intermediate Engineer		500			500			500	
Engineering Technologist		750			750			750	
<b>Project Support</b>									
Project Administrator		150			150			150	
<b>Manufacturing</b>									
CNC Machining		150			100			100	
Alternative Precision Machining		100			100			100	
Precision Welding		100			100			100	
3-D Prototype Development		100			100			100	
Injection Molding (Rubberized)		50			35			35	
Injection Molding (Resin/Plastic)		50			35			35	
Anodizing		75			75			75	
Extrusion		75			75			75	
<b>Sub-Total</b>									

\*Firm all-inclusive hourly rate

Price (Initial Contract) = Sub-Total (Year 1) \$ \_\_\_\_\_ + Sub-Total (Year 2) \$ \_\_\_\_\_ + Sub-Total (Year 3) \$ \_\_\_\_\_

Labour Category	Option Periods					
	Option Year 1			Option Year 2		
	Rate*	Hours	Total	Rate*	Hours	Total
<b>Technical Support</b>						
Intermediate Engineer		500			500	

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Engineering Technologist		750			750	
<b>Project Support</b>						
Project Administrator		150			150	
<b>Manufacturing</b>						
CNC Machining		150			100	
Alternative Precision Machining		100			100	
Precision Welding		100			100	
3-D Prototype Development		100			100	
Injection Molding (Rubberized)		50			35	
Injection Molding (Resin/Plastic)		50			35	
Anodizing		75			75	
Extrusion		75			75	
<b>Sub-Total</b>						

\*Firm all-inclusive rates

Price Option Periods = Sub-Total (Option 1) \$ \_\_\_\_\_ + Sub-Total (Option 2) \$ \_\_\_\_\_

**Total Labour = Price (Initial Contract) \$ \_\_\_\_\_ + Price Option Periods \$ \_\_\_\_\_****2. Profits:** at a firm rate of \_\_\_\_% on the above labour rates.*Please note that this percentage will also be applied on the applicable items identified in the Basis of Payment of the resulting contract.***3. Total Bid Price = (Total Labour \$ \_\_\_\_\_ + (Total Labour x profit %))**

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**ATTACHMENT 2 TO PART 3  
FINANCIAL BID PRESENTATION SHEET 2**

**ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ ( ) VISA Acquisition Card;
- ☐ ( ) MasterCard Acquisition Card;
- ☐ ( ) Direct Deposit (Domestic and International);
- ☐ ( ) Electronic Data Interchange (EDI);
- ☐ ( ) Wire Transfer (International Only);
- ☐ ( ) Large Value Transfer System (LVTS) (Over \$25M)

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

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

#### 1.1 Technical Evaluation

##### 1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 of Part 4, MANDATORY, FINANCIAL AND POINT RATED TECHNICAL CRITERIA.

##### 1.1.2 Point Rated Technical Criteria

Refer to Attachment 1 of Part 4, MANDATORY, FINANCIAL AND POINT RATED TECHNICAL CRITERIA.

#### 1.2 Financial Evaluation and Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Canadian customs duties and excise taxes included. For evaluation purposes only, the price of the bid will be determined as the **Total Bid Price**, identified in Attachment 1 of Part 3, above.

### 2. Basis of Selection - Lowest Price per Point

To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation;
- b. meet all mandatory technical evaluation criteria; and
- c. obtain the required minimum points overall for the technical evaluation criteria which are subject to point rating.

Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted.

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.

To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.

To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.

For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

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 135 and the lowest evaluated price is \$45,000 (45).

<b>Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)</b>				
		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.14$	$92/135 \times 70 = 47.70$
	<b>Pricing Score</b>	$45/55 \times 30 = 24.54$	$45/50 \times 30 = 27$	$45/45 \times 30 = 30.00$
<b>Combined Rating</b>		84.18	73.14	77.70
<b>Overall Rating</b>		1st	3rd	2nd

### 3. Supporting Information

If the Bidder fails to submit sufficient amount of supporting information according to the bid solicitation, excluding missing supporting information related to the Evaluation Criteria, the Contracting Authority may request it thereafter in writing, including after the closing date of the bid solicitation. It is mandatory that the Bidder provide the supporting information within three (3) business days of the written request or within such period as specified or agreed to by the Contracting Authority in the written notice to the Bidder.

## ATTACHMENT 1 OF PART 4

### MANDATORY, FINANCIAL AND POINT RATED TECHNICAL CRITERIA

#### 1.0 GENERAL

##### 1.1 Purpose.

This specification outlines the bid evaluation process for the Engineering and Manufacturing Services in support of Research and Development (R&D).

##### 1.2 Definitions

College Diploma	A diploma from a recognized Canadian college or equivalent as established by a recognized Canadian academic credentials assessment service.
Bachelor's Degree	An undergraduate degree from a recognized Canadian university or equivalent as established by a recognized Canadian academic credentials assessment service.
Master's Degree	A graduate degree from a recognized Canadian university or equivalent as established by a recognized Canadian academic credentials assessment service.

#### 2.0 EVALUATION

##### 2.1 Evaluation Process

To determine the most suitable contending system within the competitive bidding process, Canada will follow a "highest combined rating of technical merit and price" selection process. Evaluation of technical merit will be in accordance with the information provided against the scoring grids in this document. In order to receive a technical merit score, the Bidder must first be found compliant with all of the Mandatory criteria.

##### 2.2 Technical Merit Score

The objective of assigning a technical merit score is to evaluate the "value added" requirements, over and above meeting the mandatory requirements. Since meeting the Mandatory requirements is required to be considered for further assessment, no points are given for the Mandatory requirements. The points awarded for each Point Rated requirement is based upon the experience of the Bidder against the Point Rated requirements. The Technical Merit score for each proposal will be the sum of the points awarded in each Point Rated category in accordance with the scoring criteria at Appendix 2.

##### 2.3 Total Price Scoring Process

The Total Price is determined for each Mandatory compliant bid and is used in conjunction with the Technical Merit Score to determine the proposal that provides the best value to DND. The price of the bid will be evaluated in Canadian dollars, Goods and Services Tax or the Harmonized Sales Tax excluded, FOB Destination for goods, Custom Duty and Excise taxes included.

For evaluation purposes only, the Total Price will be established by multiplying the proposed firm all-inclusive hourly rates by the number of hours stipulated in the FINANCIAL BID PRESENTATION SHEET 1 for each service and summing these subtotals. The resulting amount will be the Total Price for evaluation purposes.

Note: The hours shown in the Financial Proposal is Canada's estimated level of effort. This estimation is only an appreciation of requirements given in good faith and is not a commitment from Canada of the tasked hours under any Contract awarded.

### 3.0 MANDATORY CRITERIA

The mandatory evaluation criteria are given in the following sections. The Mandatory Criteria Bid Evaluation Matrix (Appendix 1) will be utilized to confirm that each Bidder has met the mandatory criteria.

#### 3.1 Engineering and Design Services

The Bidder must employ a team of no less than five (5) Intermediate Engineers or Engineering Technologists, of which at least two (2) must be Intermediate Engineers, with experience in the capabilities detailed in Appendix 1 of Annex B. In addition, the Bidder must have a Project Administrator to provide project support in managing the non-technical aspects of task administration. As a minimum, the proposed individuals must have the education and work experience as detailed in the following sections. In order to demonstrate the experience for each of the proposed individuals, the proposal must include:

- (a) Specific examples for each of the proposed individuals;
- (b) Where the work was done;
- (c) The name of the employer;
- (d) The name of the client;
- (e) The title of the proposed individual at the time the work was completed;
- (f) The duties performed; and
- (g) To which of the capabilities the experience applies.

The Bidder must include in the proposal a detailed resumé for each of the proposed individuals, and must include a copy of the relevant diploma or degree.

The Bidder may provide more proposed individuals than requested, however a maximum of five (5) résumés will be evaluated combined for both categories. Education requirements are considered met if the individual's level is equal to or higher than the requirement.

##### 3.1.1 Intermediate Engineer

At least two (2) individuals must be proposed in the Intermediate Engineer category. The work experience must be relevant to the engineering development and improvement of Military or Law Enforcement equipment and capabilities. The Intermediate Engineer must meet the following minimum requirement:

- (a) A Bachelors degree in engineering or applied science; and, within the last nine (9) years, must have provided five (5) years of services in a minimum of two (2) of the Engineering and Design areas identified in Appendix 1 of Annex B;

**OR**

- (b) A Master's degree in engineering or applied science; and, within the last six (6) years, must have provided four (4) years of services in a minimum of two (2) of the Engineering and Design areas identified in Appendix 1 of Annex B.

**3.1.2 Engineering Technologist**

Up to three (3) individuals must be proposed in the Engineering Technologist category. The work experience must be relevant to the engineering development and improvement of Military or Law Enforcement equipment and capabilities. The Engineering Technologist must meet the following minimum requirement:

- (a) A College Diploma in engineering or applied science; and
- (b) Within the last nine (9) years, must have provided six (6) years of services in a minimum of two (2) of the Engineering and Design areas identified in Appendix 1 of Annex B.

**3.1.3 Project Administrator**

At least one (1) individual must be proposed in the Project Administrator category. The Project Administrator must meet the following minimum requirement:

- (a) A Bachelors degree in any field;
- (b) Five (5) years experience within the last ten (10) years in senior administrative or project manager roles; and
- (c) Experience as a Senior Administrator or Project Manager of a minimum of two projects related to the Engineering and Design areas identified in Appendix 1 below which are each estimated to be over \$50,000.

**3.2 Manufacturing Services**

The Bidder must have the capability to modify and/or manufacture prototype equipment, components and parts. This capability must be based upon a primarily in-house manufacturing facility with the technical expertise to produce quality components from various types of materials (e.g., steel, aluminum, plastic, composites). Due to the nature of the projects envisioned, the Work to be conducted under each Task Authorization may require that up to 80% of the finished product be manufactured within the Bidder's facilities, with in-house capabilities.

**3.2.1 Manufacturing Capabilities**

The capabilities that are required to fulfill this requirement include, at minimum the following:

- (a) The Bidder must have in-house capabilities as follows:
  - Computed Numerically Controlled (CNC) machining up to and including 5-axis machining;
  - Precision machining using alternate techniques, including laser cutting or water-jet cutting or forming or electrical discharge machining;
  - Precision welding on steel and alloys;
  - Rapid production of prototypes using 3-Dimensional printing techniques; and,
- (b) The Bidder must also have access to additional manufacturing capabilities, in-house or at a third party location, as follows:
  - Welding;
  - Surface finishing;
  - Extrusion;
  - Injection molding to produce rubberized or resin/plastic materials including the ability to embed data sensors within the injection molding is required;

The Contractor must ensure that third parties used for the manufacturing services meet the following criteria:



- Currently hold a valid security clearance as per the Security Requirements of the SRCL;
- Have the current ability to store and produce Controlled Goods;
- Production/Delivery time must be the same as if the work would have been conducted within the Contractor's facilities;
- Geographical Boundaries must be the same as those indicated in article 3.3 below.

### 3.2.2 Manufacturing Technical Expertise

The Bidder must identify manufacturing capabilities and their location (in-house or at a third party location), which are to include the above requirements as a minimum. The Bidder must also provide copies of certifications for each individual providing these capabilities. Documentation on a minimum of one individual is required, however, additional certifications may be provided if required to demonstrate technical expertise on each in-house manufacturing capability.

### 3.3 Location Requirements

The Bidder must be located within 200 km (160 miles) of the geographical boundaries of one of the following urban centers:

- (a) Ottawa;
- (b) Montreal;
- (c) Toronto; or
- (d) Quebec City.

## 4.0 POINT RATED EVALUATION CRITERIA

Each Technical Proposal which meets all of the Mandatory Requirements specified above will be evaluated and scored in accordance with the point rated evaluation criteria in this section. Only the scores as shown will be awarded, no part marks will be given. The Point Rated Bid Evaluation Matrix (Appendix 2) will be used to score the point rated evaluation criteria.

### 4.1.1 Management Practices

The Bidder should provide documentation demonstrating formal mechanisms in place for managing contracts and projects addressing areas such as, but not limited to, quality assurance, project management, customer satisfaction, contractor-customer interaction and scope management.

Score	Management Practices ( <i>Maximum 10 points, minimum 7 points</i> )
<b>0 points</b>	<b>Not Acceptable/Not Addressed:</b> The Bidder does not have any formal mechanisms in place for managing contracts and projects or mechanisms are inadequate.
<b>7 points</b>	<b>Satisfactory:</b> The Bidder formal mechanisms in place for managing contracts and projects, but does not have an accredited ISO 9001 certification (or equivalent).
<b>10 points</b>	<b>Very Good:</b> The Bidder has comprehensive mechanisms in place for managing contracts and projects and holds an accredited ISO 9001 certification (or equivalent).

#### 4.1.2 Project Experience

The Bidder will be rated on Project Experience based on two categories; Scope of Project and Relevance of Project. In order to acquire points, the Bidder should identify and describe at least five (5) projects, each of these being from one or more of the following categories:

- (a) Product improvement including the optimization and modification of existing equipment, components or assemblies;
- (b) Conceptual design including analysis of existing problems, and the engineering design and development of solutions including manufacturing of prototype replacement parts;
- (c) Integration of existing and/or new capabilities including mounting of components onto existing equipment to meet specific scientific or operational requirements; and
- (d) Additional modification and development of previous work completed under this Contract.

Scope	Scope of Project ( <i>Maximum 10 points, minimum 5 points</i> )
<b>0 points</b>	Short Duration and Low Dollar Value (less than or equal to 1 year and less than \$50,000)
<b>1 point</b>	Medium Duration OR Medium Dollar Value (more than 1 year OR more than \$50,000)
<b>2 points</b>	Long Duration and High Dollar Value (more than 2 years AND more than \$100,000)

Scope	Relevance of Project to Contract ( <i>Maximum 50 points, minimum 35 points</i> )
<b>3 points</b>	The project is <b>not</b> related to the development and improvement of Military or Law Enforcement equipment; <b>OR</b> The project is related to the development and improvement of Military or Law Enforcement equipment and capabilities, and the project scope is of Low Duration or Low Dollar Value (as per above).
<b>7 points</b>	The project is related to the development and improvement of Military or Law Enforcement equipment and capabilities, and the project scope is of Medium Duration or Medium Dollar Value (as per above).
<b>10 points</b>	The project is related to the development and improvement of Military or Law Enforcement equipment and capabilities, and the project scope is of Long Duration or High Dollar value (as per above).

## APPENDIX 1 MANDATORY CRITERIA BID EVALUATION MATRIX

The Technical Merit portion of each bid submissions will be validated against the following criteria to ensure that all mandatory criteria have been met:

Reference (Annex B)	Requirement	Proof of Compliance	Compliant (Yes/No)
<b>ENGINEERING SERVICES 4.1</b>			
4.1.1 Intermediate Engineer	At least two (2) individuals must be proposed in the Intermediate Engineer category.	The Bidder must include a detailed résumé for each of the proposed individuals and must include a copy of the relevant diploma or degree. Résumés must provide sufficient detail to meet all of the following requirements:	
		Work experience must be relevant to the engineering development and improvement of Military or Law Enforcement equipment and capabilities.	
		Education and work experience must meet the following minimum requirements: (a) A Bachelor's degree in engineering or applied science and within the last nine (9) years, must have provided five (5) years of services in a minimum of two (2) of the Engineering and Design areas; Or (b) A Master's degree in engineering or applied science and within the last six (6) years, must have provided four (4) years of services in a minimum of two(2) of the Engineering and Design areas.	
4.1.2 Engineering Technologist	Up to three (3) individuals must be proposed in the Engineering Technologist category.	The Bidder must include a detailed résumé for each of the proposed individuals and must include a copy of the relevant diploma or degree. Résumés must provide sufficient detail to meet all of the following requirements:	
		Work experience must be relevant to the engineering development and improvement of	

N° de l'invitation - Solicitation No.  
W6399-18KE13/A  
N° de réf. du client - Client Ref. No.  
W6399-18KE13

N° de la modif - Amd. No.  
File No. - N° du dossier  
005sl.W6399-18KE13

Id de l'acheteur - Buyer ID  
005sl  
N° CCC / CCC No./ N° VME - FMS

		Military or Law Enforcement equipment and capabilities.	
		Education and work experience must meet the following minimum requirements: (a) a College Diploma in engineering or applied science; and  (b) Within the last nine (9) years, must have provided six (6) years of services in a minimum of two (2) of the Engineering and Design areas.	
4.1.3 Project Administrator	At least one (1) individual must be proposed in the Project Administrator category.	The Bidder must include a detailed résumé for each of the proposed individuals and must include a copy of the relevant diploma or degree. Résumés must provide sufficient detail to meet all of the following requirements:	
		Education and work experience must meet the following minimum requirements: (a) A Bachelor's degree in any field; (b) Five (5) years experience within the last ten (10) years in senior administrative or project manager roles; and (c) Experience as a Senior Administrator or Project manager of a minimum of two projects related to the Engineering and Design areas which are estimated to be over \$50,000.	
4.2 MANUFACTURING SERVICES			
4.2.1(a) Manufacturing Capabilities	The Bidder must have a minimum of the following in-house capabilities: • Computed Numerically Controlled (CNC) machining up to and including 5-axis machining; • Precision machining using alternate techniques, including laser cutting or water-jet cutting or forming or electrical discharge machining;	The Bidder must provide written confirmation that each capability can be achieved through in-house capabilities.	

	<ul style="list-style-type: none"> <li>Precision welding on steel and alloys;</li> <li>Rapid production of prototypes using 3-Dimensional printing techniques; and,</li> </ul>		
4.2.1(b) Manufacturing Capabilities	<p>The Bidder must also have access to additional manufacturing capabilities, in-house or at a third party location, as follows:</p> <ul style="list-style-type: none"> <li>Welding;</li> <li>Surface finishing;</li> <li>Extrusion, and</li> <li>Injection molding to produce rubberized or resin/plastic materials including the ability to embed data sensors within the injection molding is required;</li> </ul>	The Bidder must provide written confirmation that each capability can be achieved through in-house capabilities or third party location.	
4.2.2 Manufacturing Technical Expertise	The Bidder must have manufacturing technical expertise which covers all manufacturing capability requirements listed in Section 4.2.1 (a&b) above.	The Bidder must provide a copy of certification for each individual who possesses manufacturing technical expertise and identify each capability that can be achieved through the certification.	
<b>4.5 LOCATION REQUIREMENTS</b>			
Location Requirement	<p>The Bidder and its subcontracts must be located within 200 km (160 miles) of the geographical boundaries of one of the following urban centers:</p> <ul style="list-style-type: none"> <li>(a) Ottawa;</li> <li>(b) Montreal;</li> <li>(c) Toronto; or</li> <li>(d) Quebec City.</li> </ul>	The Bidder must provide details of the location of their engineering and manufacturing facilities.	

## APPENDIX 2 POINT RATED BID EVALUATION MATRIX

### Management Practices

The Bidder should provide documentation demonstrating formal mechanisms in place for managing contracts and projects addressing areas such as, but not limited to, quality assurance, project management, customer satisfaction, contractor-customer interaction and scope management.

Score	Management Practices
<b>0 points</b>	<b>Not Acceptable/Not Addressed:</b> The Bidder does not have any formal mechanisms in place for managing contracts and projects or mechanisms are inadequate.
<b>7 points</b>	<b>Satisfactory:</b> The Bidder formal mechanisms in place for managing contracts and projects, but does not have an accredited ISO 9001 certification (or equivalent).
<b>10 points</b>	<b>Very Good:</b> The Bidder has comprehensive mechanisms in place for managing contracts and projects and holds an accredited ISO 9001 certification (or equivalent).

Evaluation Area	Score	Minimum
Management Practice	/10	7

### Project Experience

The Bidder will be rated on Project Experience based on two categories; Scope of Project and Relevance of Project. In order to acquire points, the Bidder should identify and describe at least five (5) projects, each of these being from one or more of the following categories:

- (a) Product improvement including the optimization and modification of existing equipment, components or assemblies;
- (b) Conceptual design including analysis of existing problems, and the engineering design and development of solutions including manufacturing of prototype replacement parts;
- (c) Integration of existing and/or new capabilities including mounting of components onto existing equipment to meet specific scientific or operational requirements; and
- (d) Additional modification and development of previous work completed under this Contract.

In addition to information related to the project, the Bidder must provide the following for each project:

- (a) Identify at least one (1) of the proposed individuals in the Technical Support categories of Intermediate Engineer and Engineering Technologist as having worked DIRECTLY on the project, either as employees of the Bidder's firm or as subcontractors; and
- (b) Identify period of time, including start and end date for which the Bidder has been the Prime Contractor. Project must have been active within the last five (5) years;

Scope	Scope of Project
0 points	Short Duration and Low Dollar Value (less than or equal to 1 year and less than \$10,000)
1 point	Medium Duration OR Medium Dollar Value (more than 1 year OR more than \$50,000)
2 points	Long Duration and High Dollar Value (more than 2 years AND more than \$100,000)

Project Scope			
Project	Evaluation Area	Score	Minimum
1	Scope	/2	5
2	Scope	/2	
3	Scope	/2	
4	Scope	/2	
5	Scope	/2	
Total		/10	5

Scope	Relevance of Project to Contract ( <i>Maximum 50 points, minimum 35 points</i> )
0 points	The project is <b>not</b> related to the development and improvement of Military or Law Enforcement equipment;
3 points	The project is related to the development and improvement of Military or Law Enforcement equipment and capabilities, and the project scope is of Low Duration or Low Dollar Value (as per above).
7 points	The project is related to the development and improvement of Military or Law Enforcement equipment and capabilities, and the project scope is of Medium Duration or Medium Dollar Value (as per above).
10 points	The project is related to the development and improvement of Military or Law Enforcement equipment and capabilities, and the project scope is of Long Duration or High Dollar value (as per above).

Project Experience			
Project	Evaluation Area	Score	Minimum
1	Relevance	/10	35
2	Relevance	/10	
3	Relevance	/10	
4	Relevance	/10	
5	Relevance	/10	
Total		<b>/50</b>	35

Total Point Rated Score = Management Practice Score ( /10) + Project Scope Score ( /10) + Project Experience Score ( /50)

Note: In the event that the Bidder identifies in excess of five (5) projects in response to this criterion, the first five (5) projects will be the only ones which will be evaluated.

## 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.

### 1. Certifications Required Precedent to Contract Award

#### 1.1 Integrity Provisions – Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true

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

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

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

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

#### 1.3 Canadian Content Certification

This procurement is conditionally limited to Canadian goods and Canadian services.



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

Failure to provide this certification completed with the bid will result in the goods and services offered being treated as non-Canadian goods and non-Canadian services.

The Bidder certifies that:

( ) a minimum of 80 percent of the total bid price consist of Canadian goods and Canadian services as defined in paragraph 5 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the [Supply Manual](#).

#### 1.3.1 SACC Manual clause A3050T (2010-01-11), Canadian Content Definition

### 1.4 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid, if any, will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

### 1.5 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

### 1.6 Language Capability

The Bidder certifies that it has the language capability required to perform the Work, as stipulated in the Statement of Work.

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

## ATTACHMENT 1 TO PART 5: FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

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

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

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

OR

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

B. Check only one of the following:

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

OR

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

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## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **1. Security Requirements**

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

- (a) The Bidder must meet all security requirements as indicated in Part 7 - Resulting Contract Clauses, Article 3.0, Security Requirements.

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

1.3 For additional information on security requirements, Bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents website.

### **2. Controlled Goods Requirement**

SACC Manual clause A9130T (2014-11-27), Controlled Goods Program

## PART 7 - RESULTING CONTRACT CLAUSES

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

### 1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A and the Contractor's technical bid dates \_\_\_\_\_.

#### 1.1 Task Authorization

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

##### 1.1.1 Task Authorization Process

1. The Technical Authority will provide the Contractor with a description of the task using the DND 626, Task Authorization Form specified in Annex D.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract. Please see Appendix 1 of Annex A – Statement of Work for additional details on TA process.
3. The Contractor must provide the Technical Authority, within ten (10) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Technical Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

##### 1.1.2 Task Authorization Limit

The Technical Authority may authorize individual task authorizations up to a limit of **\$100,000.00**, Applicable Taxes included, inclusive of any revisions.

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

##### 1.1.3 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,  
  
"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and  
  
"Minimum Contract Value" means 10%.
2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with

paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

#### 1.1.4 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on June 1<sup>st</sup> of each year of the Contract period to the Contracting Authority.

#### 1.1.5 Reporting Requirement Details

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

##### For each authorized task:

- the authorized task number or task revision number(s);
- a title or a brief description of each authorized task;
- the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- the start and completion date for each authorized task; and
- the active status of each authorized task, as applicable.

##### For all authorized tasks:

- the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the Contractor for all authorized TAs; and
- the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

## 2.0 Standard Clauses and Conditions

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

### 2.1 General Conditions

2040 (2018-06-21), General Conditions - Research & Development, apply to and form part of the Contract.

### 3. Security Requirements

#### 3.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of **SECRET**, with approved Document Safeguarding and Production Capabilities at the level of **SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **SECRET**, granted or approved by the CISD/PWGSC.
3. This contract includes access to **Controlled Goods**. Prior to access, the contractor must be registered in the Controlled Goods Program of Public Works and Government Services Canada (PWGSC).
4. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by CISD, PWGSC, the Contractor personnel **MAY NOT ENTER** sites without an escort.
5. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
6. The Contractor/Offeror must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - (b) *Industrial Security Manual* (Latest Edition).

#### 3.2 Contractor's Sites or Premises Requiring Safeguarding Measures

##### 3.2.1 Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date the information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

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

##### 3.2.2 The Company Security Officer must ensure through the Contract Security Program that the Contractor and individuals hold a valid security clearance at the required level.

### 4. Term of Contract

#### 4.1 Period of the Contract

The period of Contract is from date of Contract award to May 31, 2021.

## 4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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.

## 5.0 Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

**Celeste Clermont**

Supply Specialist

Public Works and Government Services Canada

Acquisitions Branch

Science and Software Systems Procurement

10 Wellington St. 4<sup>th</sup> floor

Gatineau, QC

K1A 0S5

Telephone: 613 406-6895

E-mail address: celeste.clermont@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.

### 5.2 Technical Authority

*(To be inserted at contract award)*

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

### 5.3 Contractor's Representative

*(To be inserted at contract award)*

## 6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## **7. Payment**

### **7.1 Basis of Payment**

#### **7.1.1 TASK AUTHORIZATION**

One of the following types of basis of payment will form part of the approved Task Authorization (TA):

##### **(a) Firm Unit Price(s) or Firm Lot Price TA**

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm lot price or the firm unit price(s), in accordance with the basis of payment, in Annex "B", as specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

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

##### **(b) Ceiling Price TA**

The Contractor will be reimbursed its costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex "B", to the ceiling price specified in the approved TA. Customs duties are included and Applicable Taxes are extra.

The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.

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.

##### **(c) TA subject to a Limitation of Expenditure**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex "B", to the limitation of expenditure specified in the authorized TA.

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

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

### **7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations**



Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$0.00 (*the amount to be inserted at contract award*). Customs duties are included and Applicable Taxes are extra.

No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- i. when it is 75 percent committed, or
- ii. four (4) months before the contract expiry date, or
- iii. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **7.3 Method of Payment**

**7.3.1** Depending on the method of payment specified in the applicable TA, one of the following method of payment clauses will apply.

#### **7.3.1.1 Single Payment**

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.

#### **7.3.1.2 Milestone Payments**

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the TA and the payment provisions of the Contract if:

- (a) an accurate and complete claim for payment using form PWGSC-TPSGC 1111 (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/1111.pdf>) , 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 has been completed and accepted by Canada.

#### **7.3.1.3 Progress Payments**

Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work up to 90 percent of the amount claimed and approved by Canada if:

- (i) an accurate and complete claim for payment using form PWGSC-TPSGC 1111(<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/1111.pdf>), 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;
- (ii) the amount claimed is in accordance with the Basis of payment;
- (iii) the total amount for all progress payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Contract;
- (iv) all certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives.

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.

Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the right to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

#### **7.4 SACC Manual Clauses**

A9117C (2007-11-30), T1204 - Direct Request by Customer Department

C0305C (2014-06-26), Cost Submission

#### **7.5 Time Verification**

SACC Manual Clause C0711C (2008-05-12), Time Verification

#### **7.6 Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

### **8. Invoicing Instructions**

#### **8.1 Progress Claim**

The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment.

Each claim must show:

- (a) all information required on form PWGSC-TPSGC 1111;
- (b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- (c) the Task Authorization (TA) number;
- (d) the description of the milestone invoiced, as applicable.

For TAs subject to a Limitation of Expenditure or a Ceiling Price, each invoice must be supported by:

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

Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments. Holdback is not applicable to Milestone Payment.

The Contractor must prepare and certify an original claim on Form PWGSC-TPSGC 1111, and forward it to the Contracting Authority for certification in an electronic format to the electronic mail address identified under section entitled "Authorities" of the Contract. Portable Document Format (.pdf) is acceptable. The Contracting Authority will then forward the certified claim, in an electronic format, to the Technical Authority for appropriate certification after inspection and acceptance of the Work takes place, and onward submission to the Payment Office for the remaining certification and payment.

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

## **9.0 Certifications and Additional Information**

### **9.1 Compliance**

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire contract period. If the Contractor does not comply with any certification, provide the related documentation 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.

## 9.2 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.

## 9.3 SACC Manual Clauses

A3060C (2008-05-12), Canadian Content Certification

## 10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ ([to be inserted at contract award](#)).

## 11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2040 (2018-06-21) Research and Development;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, the signed Task Authorizations DND626;
- (g) the Contractor's bid dated \_\_\_\_\_, ([insert date of bid](#))

## 12. Foreign Nationals (Canadian Contractor)

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

[OU](#)

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

## 13. Defence Contract

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

## 14. Insurance

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

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Id de l'acheteur - Buyer ID

005sl

N° CCC / CCC No./ N° VME - FMS

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## 15.0 Controlled Goods Program

SACC *Manual* clause [A9131C](#) (2014-11-27), Controlled Goods Program

The Contract involves controlled goods as defined in the Schedule to the [Defence Production Act](#). The Contractor must identify those controlled goods to the Department of National Defence.

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## **ANNEX "A"**

### **STATEMENT OF WORK**

## **RESEARCH AND DEVELOPMENT ENGINEERING AND MANUFACTURING SERVICES**

### **1. BACKGROUND**

DND conducts a variety of research and development (R&D) activities to develop and improve specific capabilities that are required to support its unique operational mandate. The majority of these types of projects are pursued through Defence Research and Development Canada (DRDC) at various centers across Canada, or with industrial partners with DRDC oversight. As part of the R&D activities, non-standard and specialized equipment and components that are not commercially available are often necessary. To support the R&D activities, DND has a requirement for design, manufacture, and modification of a variety of prototype one-of-a-kind parts, assemblies, and experimental components.

### **2. OBJECTIVE**

The objective of the Work is to provide DND with engineering design and manufacturing services in support of R&D activities as it relates to both simple and complex problem resolution. All services will be performed on an "as and when requested basis".

### **3. SCOPE**

The Work may include, but is not limited to, engineering support, design, manufacture, modification of a variety of prototype parts, assemblies and experimental components that directly support the R&D efforts. The Contractor can also be tasked to conceive and build prototype and developmental products in small quantities with no expectation for a mass-production of any of these items.

Example of R&D activities that would require support are: small arms development, surveillance systems, breaching systems, targeting systems, mobility systems, weapons platforms, personal protection and counter-mobility systems.

Examples of engineering support that would be required in support of those R&D activities are: manufacturing of mounts, manufacturing of simple components, manufacturing of prototypes, manufacture of unique components of firearms, development of test equipment, conduct of reliability tests and conduct of performance tests.

#### **3.1 Applicable Documents**

The following documents form part of this statement of work to the extent specified and are supportive of this statement of work when referenced; any other documents are to be considered supplemental information only. In the event of a conflict between the documents and the contents of this statement of work, then the contents of this statement of work take precedence.

- Canadian Firearms Act, S.C. 1995, c.39 (<http://laws-lois.justice.gc.ca>)
- Defence Production Act, Chapter D-1 (<http://laws-lois.justice.gc.ca>)
- Controlled Goods Regulations, SOR/2001-32 (<http://laws-lois.justice.gc.ca>)

### 3.2 Definitions

Authorization	Written (and signed) approval from the Procurement Authority or Contract Authority.
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### 3.3 Acronyms

DND	Department of National Defence
PA	Procurement Authority
R&D	Research and Development

## 4. CONCEPT OF SUPPORT

This statement of work details the task-based approach to comprehensive engineering design and manufacturing services in support of R&D activities. The intent of this work is to conceive, design and build prototype and developmental products in small quantities; there is no expectation for the mass-production of any items. Each specific task under the terms of the Contract will be individually defined and funded in accordance with the Task Authorization process.

Work under the terms of the Task Authorizations will require regular collaboration between DND and the Contractor to ensure that the requirements of DND are fulfilled to the maximum extent possible. As part of the collaborative approach to project management, the Contractor must be responsible for ensuring that the work remains within the scope identified in the particular Task Authorization in terms of time and cost. If additional work is required, the Contractor must identify that work to the PA in order to facilitate the amendment of the Task Authorization (for continued work on an existing project) or issuance of an additional Task Authorization for work unassociated with the existing task. All Contractor work must be authorized in advance by DND before any work commences. Under no circumstances is the Contractor to begin work on a task prior to receiving a signed DND626 Task Authorization.

## 5. REQUIREMENTS

The intent is to have a Task Authorization based contract to address engineering requirement in support of R&D efforts. The generic nature of this contract allows the development of R&D components, parts and processes which cannot be foreseen, because of the nature of force development activities, in advance of the normal contracting timelines and processes. The following generic engineering and design services and manufacturing services are required:

### 1.1 Engineering and Design Services

The Contractor must provide the following engineering and design services (as a minimum):

- (a) Drafting and drawing mechanical design using both 2-Dimensional and 3-Dimensional Computer Aided Design (CAD);
- (b) 3-Dimensional solid modeling and rendering;

- 
- (c) Finite Element Analysis;
  - (d) Custom multi-channel high-speed data capture instruments including the conceptualization, design and construction of such devices through integration of commercially available electronic components;
  - (e) Precision metrology; and
  - (f) Human factors engineering and human systems integration.

### 5.1 Manufacturing Services

The Contractor must provide equipment, material and resources to manufacture prototype equipment, components and parts. This capability must be based upon a primarily in-house manufacturing facility with the appropriate technical expertise to produce quality components from various materials. Due to the nature of the projects envisioned, the Work to be conducted under each Task Authorization may require that up to 80% of the finished product be manufactured within the Bidder's facilities, with in-house capabilities.

### 5.2 Manufacturing Capabilities

The Contractor must provide manufacturing capabilities as follows (as a minimum):

- (a) The Contractor must have in-house capabilities as follows:
  - Computed Numerically Controlled (CNC) machining up to and including 5-axis machining;
  - Precision machining using alternate techniques, including water-jet cutting and electrical-discharge machining;
  - Precision welding on steel and alloys; and,
  - Rapid production of prototypes using 3-Dimensional printing techniques.
- (b) The Contractor must also have access to additional manufacturing capabilities, in-house or at a third party location, as follows
  - Welding;
  - Surface finishing;
  - Extrusion; and
  - Injection molding to produce rubberized or resin/plastic materials including the ability to embed data sensors within the injection molding is required;

The Contractor must ensure that third parties used for the manufacturing services meet the following criteria:

- Currently hold a valid security clearance as per the Security Requirements of the SRCL;
- Have the current ability to store and produce Controlled Goods;
- Production/Delivery time must be the same as if the work would have been conducted within the Contractor's facilities;
- Geographical Boundaries must be the same as those indicated in article 3.3 below;

DND reserves the right to have direct contact with third parties, all while informing the primary contractor.



## 6. DELIVERABLES

The Contractor must deliver the following for a period of three (3) years. All deliverables will be detailed in each Task Authorization and must be provided to the TA in accordance with the provisions of the Task Authorization.

- (a) Engineering and Design Services in accordance with Section 5.1;
- (b) Manufacturing Services in accordance with Section 5.2; and
- (c) In the performance of the work identified under section 5 – Requirement, above, the Contractor may be required to provide deliverables of the following types:
  - a) Prototype developed during the contract of the work
  - b) Rubberized parts
  - c) Plastic modeled parts
  - d) Components
  - e) Progress reports
  - f) Anodized parts/ components

## 7. CONTROLLED GOODS PROGRAM / SECURITY

The Work will require the Contractor to deal with the Controlled Goods Program. The Contractor must have the ability to store and produce Controlled Goods in accordance with the Defence Production Act, Chapter D-1 and the Controlled Goods Regulations, SOR/2001-32. In addition, the Contractor must be authorized and have the facilities to possess and store restricted and prohibited weapons in accordance with the Canadian Firearms Act S.C. 1995, c.39. Further information about these Acts and Regulations are available on the following Web site: (<http://laws-lois.justice.gc.ca>)

## 8. SITE VISIT

The Contractor must provide regular access to DND personnel to their on-site engineering and manufacturing facilities during the development of a component or system in order to review, inspect and provide input on the proposed solution. Regular access is defined as the Contractor providing access at least one (1) day per week. The TA will provide a minimum of twenty-four (24) hours' notice prior to any visit.

## 9. LOCATION OF WORK

Up to 80% of the Work will be completed at the Contractor's facilities.

### 9.1 Location Requirements

The Contractor and its subcontractors must be located within 200 km (160 miles) of the geographical boundaries of one of the following urban centers:

- (e) Ottawa;
- (f) Montreal;
- (g) Toronto; or
- (h) Quebec City.

## **10. TRAVEL AND LIVING**

Travel may be required for product demonstration, meetings and/or presentation. Travel requirements, if applicable, will be specified in each Task Authorization. The Contractor must obtain the TA approval in writing prior to initiating any Travel.

## **11. SHIPPING**

As and when requested by the TA, the Contractor must make all arrangements to send any parts, prototype(s) or components from a Canadian address to any location determined by the TA.

## **12. LANGUAGE REQUIREMENTS**

With the exception of a document for wide distribution such as user manual or a test report, which are to be delivered in both official languages as specified within the Task Authorization, all meeting, communications, demonstrations or deliverables should be provided in English or French whichever is most convenient to the TA.

## **13. MEETINGS**

Upon request by the TA the Contractor must organize and host, at the Contractor's facility, a half-day kick-off meeting, including preparing the agenda and take minutes during the meeting. The purpose of the meeting will be to present a detailed work plan and schedule for the Work. Within one week of the meeting, the Contractor must provide the minutes in electronic format to the TA, for review and acceptance. Quarterly meetings may be called-up by the TA during the contract period, as required, with approximately half of these done via telephone/teleconference.

## **14. TECHNICAL AUTHORITY SUPPORT**

The TA will be responsible for providing; as required guidance to the Contractor, and accepting and approving Contractor deliverables. Additionally, as required for the completion of the Work, the TA will:

- Provide input, answer questions and participate in meetings, as applicable;
- Provide comments on draft reports and submitted deliverables within two (2) weeks of receipt, as applicable;
- Provide available reference and supporting documentation, such as government and departmental policies and procedures or publications, as applicable;
- Provide advises, clarification or comments on any parts, components or prototypes during and after their conception; and,
- Provide any Controlled Goods, as required, to complete the Work under a Task Authorization.

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## 15. REPORTS

The Contractor must provide written or oral progress reports at the request of the TA or his/her designated representative(s).

In addition to the timely submission of all deliverables and fulfillment of obligations specified herein or in the Task Authorization, it is the responsibility of the Contractor to facilitate and maintain regular communication with the TA. Communication is defined as all reasonable efforts to inform the TA of plans, decisions, proposed approaches, implementation, and results of work, to ensure that the project is progressing well and in accordance with expectations. Communication may include: phone calls, electronic mail, faxes, mailings, and meetings. In addition, the Contractor is to immediately notify the TA of any issues, problems, or areas of concern in relation to any work completed under the Contract, as they arise.

In providing services to DND, the Contractor may be required to provide the following to ensure adequate project communication between the Contractor and the TA:

- a) Detailed Task Authorization plans, indicating the Work breakdown structure, key milestones, deliverables and costs, as applicable; and,
- b) Regular progress.

## APPENDIX 1 TASK AUTHORIZATION PROCESS

The Contractor must provide the Work in accordance with this Statement of Work on an “as and when required” basis. Work authorized up to and including the Contract expiry date must be performed in accordance with the terms and conditions of the Contract. The Task Authorization process is as follows:

- (a) The Procurement Authority (PA) will provide the Contractor with a description of the task(s) to be performed in sufficient detail to enable the Contractor to provide a complete proposal. Expected deliverables with each task will be explicitly identified;
- (b) The Contractor must prepare a proposal that, in addition to any other information, contains the following:
  - i. Proposal date and task serial number;
  - ii. A detailed description of the work required to achieve the goals within the task(s);
  - iii. A detailed listing of materials required to complete the task(s);
  - iv. A ceiling price proposal including detailed labour and cost estimates as per the Basis of Payment of the Contract;
  - v. A list of deliverables and delivery dates or task milestones with estimated activity start and completion dates;
  - vi. Task work breakdown structure;
  - vii. Government Issued or Government Furnished References/Equipment/Tooling required;
  - viii. Logical progression of task activities including task inter-relationships and dependencies;
  - ix. Acceptance criteria for work;
  - x. Contacts (names, locations, telephone numbers); and
  - xi. Supporting details for PA approval prior to the commencement of the work.
- (c) The Contractor will be authorized to proceed with the Work by the issuance of a signed “Task Authorization – DND 626”. Each Task Authorization must be signed by the PA to approve the scope of Work, and authorize the conduct of the Work;
- (d) The Contractor must provide, within five (5) working days after receipt of the signed DND 626, acknowledgment of receipt of the task and acceptance of the terms. Upon acceptance of the terms of the task, the Contractor must complete the task within the time frame and price stated;
- (e) During the conduct of the task, the Contractor must notify the PA under any of the following conditions:
  - a. The task funding is 75% committed or expended;
  - b. Four (4) months prior to the task expiry date (or scheduled delivery date); or
  - c. If the Contractor considers that the funds approved for the task are inadequate for the completion of the task;
- (f) Upon completion of each task, the Contractor must submit a Completion Certificate to the PA identified in the DND 626. The Certificate must include the following information:
  - i. Completion date;
  - ii. Reasons for any delay;
  - iii. Recommendations for future improvements; and
  - iv. Lessons learned.
- (g) The PA identified on the DND 626 will approve or reject the work performed, with rationale in writing, within fifteen (15) working days after receipt of the Completion Certificate.

## ANNEX "B"

### BASIS OF PAYMENT

#### 1.0 Firm All-Inclusive hourly rates (FAIHR) (in-house or third party capabilities):

Labour Category	Initial Contract Period		
	Year 1	Year 2	Year 3
	FAIHR	FAIHR	FAIHR
<b>Technical Support</b>			
Intermediate Engineer	\$ _____	\$ _____	\$ _____
Engineering Technologist	\$ _____	\$ _____	\$ _____
<b>Project Support</b>			
Project Administrator	\$ _____	\$ _____	\$ _____
<b>Manufacturing</b>			
CNC Machining	\$ _____	\$ _____	\$ _____
Alternative Precision Machining	\$ _____	\$ _____	\$ _____
Precision Welding	\$ _____	\$ _____	\$ _____
3-D Prototype Development	\$ _____	\$ _____	\$ _____
Injection Molding (Rubberized)	\$ _____	\$ _____	\$ _____
Injection Molding (Resin/Plastic)	\$ _____	\$ _____	\$ _____
Anodizing	\$ _____	\$ _____	\$ _____
Extrusion	\$ _____	\$ _____	\$ _____

Labour Category	Option Period 1	Option Period 2
	FAIHR	FAIHR
<b>Technical Support</b>		
Intermediate Engineer	\$ _____	\$ _____
Engineering Technologist	\$ _____	\$ _____
<b>Project Support</b>		
Project Administrator	\$ _____	\$ _____
<b>Manufacturing</b>		
CNC Machining	\$ _____	\$ _____
Alternative Precision Machining	\$ _____	\$ _____
Precision Welding	\$ _____	\$ _____
3-D Prototype Development	\$ _____	\$ _____
Injection Molding (Rubberized)	\$ _____	\$ _____

Injection Molding (Resin/Plastic)	\$ _____	\$ _____
Anodizing	\$ _____	\$ _____
Extrusion	\$ _____	\$ _____

**2. SHIPPING COSTS:****Est.: TBD in each TA**

As and when requested by the TA, the Contractor must make all arrangements to send any parts, prototype(s) or components from its location to any location determined by the TA.

**3. TRAVEL AND LIVING EXPENSES:****Est.: TBD in each TA**

- (a) Canada will not accept any travel and living expenses incurred by the Contractor in the performance of the Work, for:
- i. services provided within the National Capital Region (NCR). The National Capital Region (NCR) is defined in the *National Capital Act*, R.S.C. 1985, c.N-4, S.2. The *National Capital Act* is available on the Justice Website: <http://laws.justice.gc.ca/eng/N-4/20100210/> and
  - ii. any travel between the Contractor's place of business and the NCR.
- (b) For services to be provided outside the NCR, the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive (<http://www.njc-cnm.gc.ca/directive/travel-voyage/s-td-dv-a3-eng.php>), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
- (c) Canada will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation of personnel required to satisfy the term of this Contract.
- (d) All travel must have prior authorization of the Technical Authority. All payments are subject to government audit.

**4. MATERIALS AND SUPPLIES:** at laid down cost without markup**Est.: TBD in each TA****5. SUBCONTRACTS:** at actual cost without markup**Est.: TBD in each TA****6. PROFIT:** at a firm rate of \_\_% of item 1, 4 and 5 above**Est.: TBD in each TA**

**Total Estimated Amount to a Limitation of Expenditure: Refer to Article 7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations of the Contract's T&Cs.**

With the exception of the firm rate(s) and price(s), the amounts shown in the various items specified above are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority and provided that the estimated cost does not exceed the aforementioned Limitation of Expenditure.

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## **ANNEX "C"**

### **SECURITY REQUIREMENTS CHECK LIST**

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N° de l'invitation - Solicitation No.

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

W6399-18KE13

N° de la modif - Amd. No.

File No. - N° du dossier

005sl.W6399-18KE13

Id de l'acheteur - Buyer ID

005sl

N° CCC / CCC No./ N° VME - FMS

N° de l'invitation - Solicitation No.

W6399-18KE13/A

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

W6399-18KE13

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File No. - N° du dossier

005sl.W6399-18KE13

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005sl

N° CCC / CCC No./ N° VME - FMS

N° de l'invitation - Solicitation No.

W6399-18KE13/A

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

W6399-18KE13

N° de la modif - Amd. No.

File No. - N° du dossier  
005sl.W6399-18KE13

Id de l'acheteur - Buyer ID

005sl

N° CCC / CCC No./ N° VME - FMS

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## **ANNEX "D"**

### **DND 626 TASK AUTHORIZATION FORM**

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**The attached DND 626 form is part of the solicitation document and the resulting contract.**

**Please refer to the "Attachments" section of this PDF document.**