



National Defence

Défense nationale

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

Quartier général de la Défense nationale  
Ottawa (Ontario)  
K1A 0K2

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

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

Bid Receiving – PWGSC / Réception des  
soumissions - TPSGC  
11 Laurier St. / 11 rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau  
Québec  
K1A 0S5

**By Fax – par télécopieur:**  
**(819) 997-9776**

#### Proposal To: National Defence Canada

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

#### Proposition à : Défense nationale Canada

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

#### Solicitation Closes – L'invitation prend fin

At – à : 14 :00 PM  
Eastern Standard Time, l'heure normale de l'EST

On - le : 28 March 2019 – le 28 Mars 2019

<b>Title/Titre</b> Pouch Drinking System	<b>Solicitation No – N° de l'invitation</b> W8475-195322/A
<b>Date of Solicitation – Date de l'invitation</b> 03 January 2019	
<b>Address Enquiries to – Adresser toutes questions à</b> <b>National Defence Headquarters</b> 101 Col By Drive Ottawa, Ontario K1A 0K2 Attn: Viktoriya Anokhine, DAP 7-3-5	
<b>Telephone No. – N° de téléphone</b> 819-939-8609	<b>FAX No – N° de fax</b> 819-939-4859
<b>Destination</b>  Department of National Defence 25 CFSD 6363 Notre Dame St E Montreal, QC H1N 3V9 CANADA Attn: 25 CFSD Receipts Section	

#### Instructions:

Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

**Instructions:** Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

<b>Delivery required - Livraison exigée</b> 28 June 2019	<b>Delivery offered - Livraison proposée</b>
<b>Vendor Name and Address - Raison sociale et adresse du fournisseur</b>	
<b>Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)</b>	
Name/Nom _____	Title/Titre _____
Signature _____	Date _____



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement associated with the requirement.

### **1.2 Requirement**

The requirement is detailed under Annex "A", Line Item Details.

### **1.3 Trade Agreements**

The requirement is subject to the provisions of The Canadian Free Trade Agreement (CFTA).

### **1.4 Debriefings**

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

### **1.5 Canadian Content**

The requirement is limited to Canadian goods and/or services.

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## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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, with the following modifications:

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 05, Submission of Bids – Subsection 4 is amended as follows:

Delete: 60 days  
Insert: 90 days

- c) Section 07, Delayed bids is deleted in its entirety - only applicable if electronic bids will be the only accepted method for suppliers to submit bids
- d) Section 20, Further Information is deleted in its entirety.

#### **2.1.1 SACC Manual Clauses**

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

### **2.2 Submission of Bids**

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

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 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.

### **2.4 Applicable Laws**

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

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

## **2.5 Technical Data Package**

In order to receive the Technical Data Packages for this solicitation, bidders must provide the following details with their request:

- Company Name
- Complete mailing & physical address (P.O. Box numbers are not acceptable)
- Area code and telephone number
- Requestor's name
- E-mail address
- Solicitation Number & Closing Date

**Please send your request electronically to:** [viktoriya.anokhine@forces.gc.ca](mailto:viktoriya.anokhine@forces.gc.ca)

## **2.6 Confidential Information for Bidding**

In order to prepare a bid in response to the bid solicitation, suppliers must have access to information that is confidential or proprietary to Canada or a third party. It is a condition of the bid solicitation that bidders sign a Confidentiality Agreement substantially in the form set out in **Annex B** before being given access to such information at a facility identified in the bid solicitation or before it is provided to them as part of the bid solicitation.

*The Confidentiality Agreement must be filled out by the Vendor and return to:*  
[viktoriya.anokhine@forces.gc.ca](mailto:viktoriya.anokhine@forces.gc.ca)

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## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

Due to the nature of the bid solicitation, bids transmitted by epost Connect service will not be accepted.

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

- Section I: Technical Bid (1 hard copies)
- Section II: Financial Bid (1 hard copies)
- Section III: Certifications (1 hard copies)

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

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

#### **Section I: Technical Bid**

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

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Annex "A", Line Item Details. The total amount of Applicable Taxes must be shown separately.

Bidders must submit firm unit prices in Annex "A", Line Item Details, FOB destination, Delivery Duty Paid (DDP) Canadian customs duties and excise taxes included at the destination, Incoterms 2000, Applicable Taxes excluded.

Conditional prices will not be accepted.

#### **Section III: Certifications**

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

##### **3.1.2 Best Delivery Date – Bid**

While delivery is requested by June 28, 2019, Bidders must indicate the best delivery that could be offered in Annex "A", Line Item Details.

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## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical 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 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.

#### **4.1.1 Mandatory Technical Evaluation**

The Contractor must provide the items detailed at Annex "A" - Line Item Details.

#### **4.1.2 Financial Evaluation**

Bidders must submit firm prices for all items listed in Annex "A" - Line Item Details.

A0222T (2014-06-26), Evaluation of Price – Canadian / Foreign Bidders

### **4.2 Basis of Selection**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

In the event of multiple responsive bids having the same lowest evaluated price, the responsive bidder providing the earliest delivery will be recommended for the award of a contract.



## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Bid**

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### **5.1.2 Canadian Content Certification**

The Bidder certifies that:

( ) a minimum of 80 percent of the total bid price consist of Canadian goods as defined in paragraph 1 of clause A3050T.

Signature: \_\_\_\_\_

##### **5.1.2.1 Canadian Content Definition**

A3050T (2014-11-27), Canadian Content Definition

### **5.2 Certifications Precedent to Contract Award and Additional Information**

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

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### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### **5.2.2 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.

## **PART 6 - RESULTING CONTRACT CLAUSES**

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

### **6.1 Security Requirements**

There is no security requirement applicable to the Contract.

### **6.2 Requirement**

The contractor must provide the item detailed under Annex "A" - Line Item Details.

### **6.3 Standard Clauses and Conditions**

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

#### **6.3.1 General Conditions**

The 2010A (2018-06-21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract with the following modifications:

Definition of Minister is modified as follows:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

### **6.4 Term of Contract**

#### **6.4.1 Delivery Date**

The Contractor must make the delivery as specified under Annex "A", Line Item Details.

#### **6.4.2 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" Line Item Details.

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## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Viktoriya Anokhine  
Title: Contracting Officer  
Organization: Department of National Defence (DND)  
Directorate: DGAEPM  
Address: 101 Colonel By Drive, Ottawa ON K1A 0K2  
E-mail address: Viktoriya.anokhine@forces.gc.ca

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

### **6.5.2 Technical Authority**

The Technical Authority for the Contract is:

Name: (to be inserted by contracting authority at time of contract award)  
Title:  
Organization:  
Address:  
E-mail address:

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

### **6.5.3 Contractor's Representative**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_  
E-mail: \_\_\_\_\_

## **6.6 Payment**

### **6.6.1 Basis of Payment**

The Contractor shall be paid the firm fixed unit price(s) detailed in Annex "A", upon delivery and acceptance of the work.

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All prices are FOB Destination (including all delivery charges), packing and packaging included. Canadian Customs Duties and taxes included. GST/HST extra, if applicable.

The prices to be paid for work delivered under this Contract are in Canadian funds and shall not be subject to adjustment for losses or gains resulting from fluctuation in exchange rates, the risk of which is for the Contractor's account.

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.

#### **6.6.2 SACC Manual Clauses**

C6000C (2017-08-17), Limitation of price

H1000C (2008-05-12), Single Payment

C2000C (2007-11-30), Taxes - Foreign-based Contractor.

C2605C (2008-05-12), Canadian Customs Duties and Sales Tax - Foreign-based Contractor.

#### **6.7 Invoicing Instructions**

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

2. Invoices must be distributed as follows:

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

Department of National Defence  
25 CFSD Montreal  
Box 4000 STN K  
Attn: 25 CFSD Invoice Section  
Montreal, Quebec H1N 3R9  
Canada

b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract. The contractor is requested to provide invoices in electronic format to the Contracting Authority unless otherwise specified by the Contracting Authority, there reducing printed material.

#### **6.8 Certifications and Additional Information**

##### **6.8.1 Compliance**

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

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## 6.9 Applicable Laws

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

## 6.10 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 Article of Agreement
- (b) 2010A (2018-06-21), General Conditions - Goods (Medium Complexity);
- (c) Annex "A" - Line Item Details; and
- (d) the Contractor's bid dated (to be inserted at the contract award) (if the bid was clarified/amended at the time of contract award add ", as clarified on ..." or ", as amended on ..." and insert the date(s)).

## 6.11 Defence Contract

A9006C (2012-07-16) Defence Contract

## 6.12 SACC Manual Clauses

A3060C (2008-05-12), Canadian Content Certification  
B7500C (2006-06-16), Excess Goods  
C2611C (2007-11-30), Customs Duties - Contractor Importer  
D2000C (2007-11-30), Marking  
D2001C (2007-11-30), Labelling  
D5510C (2014-06-26), Quality Assurance Authority (Department of National Defence) - Canadian-based Contractor.  
D5606C (2017-11-28), Release documents (Department of National Defence): Canadian-based contractor  
D5515C (2010-01-11), Quality Assurance Authority (Department of National Defence) - Foreign-based and United States Contractor  
D5604C (2008-12-12), Release Documents (Department of National Defence) - Foreign-based Contractor.  
D5540C (2010-08-16) ISO 9001:2008 Quality Management Systems - Requirements (Quality Assurance Code Q).  
G1005C (2016-01-28), Insurance - No Specific Requirement  
D2025C (2017-08-17), Wood Packaging Materials  
D6010C (2007-11-30), Palletization

## 6.13 Condition of Material – Contract

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

## 6.14 Packaging Requirement using Specification D-LM-008-036/SF-000

The Contractor must prepare item number one (1) for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.

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The Contractor must package item number one (1) in quantities of one (1) per package.

#### **6.15 Shipping Instructions - Delivery at destination**

Goods must be consigned and delivered to the destination specified in the Contract, Incoterms 2000 "DDP delivery Duty Paid".

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

25 Canadian Forces Supply Depot Montreal  
Montreal, Quebec  
Telephone: 1-866-935-8673 (toll free), or  
514-252-2777, ext. 2525 / 4673 / 4282

## ANNEX "A", Line Item Details

### (Bidder to complete)

In consideration of the Contractor's satisfactory performance of its obligations under this Contract, the Contractor will be paid a firm unit price as stated below, GST/HST extra, if applicable.

Item	Description	Unit of Issue	QTY	Destination Address	Invoice address	Firm Unit CAD	Total Price CAD	Delivery Offered
1	NSN: 8465-20-002-6851 POUCH DRINKING SYSTEM P/N Requested: DSSPM 415-06 NSCM/MFG: 35907	EA	4583	25 CFSD- Receipts Section CFB Montreal 6363 Notre Dame Est Montreal, QC, Canada H1N 2E9	Department of national defence C.P.4000 Succ K PO Box 4000 STN Forces, STN K Montreal, QC, Canada H1N 3R9 Attn: Invoice Section	\$_____	\$_____	DD/MM/YYYY
						<b>TOTAL</b>		
						<b>GST/HST/QST</b>		
						<b>GRAND TOTAL</b>		

All prices provided in this Schedule are quoted in the following currency: CAD.



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**ANNEX "B" to PART 2 OF THE - BID SOLICITATION**

**CONFIDENTIALITY AGREEMENT**

***Confidentiality Agreement***

TO: HER MAJESTY THE QUEEN IN RIGHT OF CANADA ("CANADA"), AS REPRESENTED BY THE MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

The description of the requirement of this bid solicitation contains information that is confidential or proprietary to Canada or to a third party (the Confidential Information) that is not to be disclosed or used in any way other than as set out below.

1. The Supplier agrees that:
  - a. it must not, without first obtaining the written permission of the Contracting Authority, disclose to anyone, other than an employee or a proposed subcontractor with a need to know, the Confidential Information;
  - b. it must not make copies of the Confidential Information or use it for any purpose other than for the preparation of a bid in response to the bid solicitation identified above;
  - c. at close or early termination of the bid period, it must immediately deliver the Confidential Information to the Contracting Authority as well as every draft, working paper and note that contains any information related to the Confidential Information.
2. The Supplier must require any proposed subcontractor referred to in (a) above to execute a Confidentiality Agreement on the same conditions as those contained in this agreement.
3. The Supplier acknowledges and agrees that it will be liable for any and all claims, loss, damages, costs, or expenses incurred or suffered by Canada caused by the failure of the Supplier, or by anyone to whom the Supplier discloses the Confidential Information to comply with these conditions.
4. Nothing in this Confidentiality Agreement should be construed as limiting the Supplier's right to disclose any information to the extent that such information:
  - a. is or becomes in the public domain through no fault of the Supplier or any proposed subcontractor;
  - b. is or becomes known to the Supplier from a source other than Canada, except any source that is known to the Supplier to be under an obligation to Canada not to disclose the information;
  - c. is independently developed by the Supplier; or
  - d. is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

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**Name of Supplier**

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**Signed by its authorized representative**

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**Date**