



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

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

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du**  
**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
Defence Communications Division. (QD)  
11 Laurier St./11, rue Laurier  
Place du Portage, Phase III, 8C2  
Gatineau, Québec K1A 0S5

<b>Title - Sujet</b> Lightweight Laser Target Designator	
<b>Solicitation No. - N° de l'invitation</b> W8476-195987/A	<b>Date</b> 2019-02-20
<b>Client Reference No. - N° de référence du client</b> W8476-195987	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$QD-029-27211	
<b>File No. - N° de dossier</b> 029qd.W8476-195987	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2019-03-12</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Bright, James	<b>Buyer Id - Id de l'acheteur</b> 029qd
<b>Telephone No. - N° de téléphone</b> (819) 420-0919 ( )	<b>FAX No. - N° de FAX</b> (819) 420-0919
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>          <b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>          <b>Signature</b>          <b>Date</b>	



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	7CFSD Receipts and Issues Section Edmonton, AB EDMONTON, AB AB T0A 2H0 CANADA	W8476	DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. ATT:Prakash Tadvalkar, DLP 5-3-4-C1 OTTAWA Ontario K1A0K2 Canada
D - 2	3 ASG GAGETOWN SUPPLY COMPANY Major Equipment Section Major Equipment Section BLDG B10 CFB Gagetown Oromocto, NB OROMOCTO NB E2V 4J5 CANADA	W8476	DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. ATT:Prakash Tadvalkar, DLP 5-3-4-C1 OTTAWA Ontario K1A0K2 Canada



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Lightweight Laser Target Designator	D - 1	W8476	2	Each	\$	\$	See Herein	
2	Lightweight Laser Target Designator	D - 1	W8476	15	Each	\$	\$	See Herein	
3	Lightweight Laser Target Designator	D - 1	W8476	6	Each	\$	\$	See Herein	
4	Course Delivery	D - 2	W8476	1	Each	\$	\$	See Herein	

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Solicitation No. - N° de l'invitation  
W8476-195987/001/QD  
Client Ref. No. - N° de réf. du client  
DND

Amd. No. - N° de la modif.  
File No. - N° du dossier  
W8476-195987

Buyer ID - Id de l'acheteur  
029QD  
CCC No./N° CCC - FMS No./N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

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

### **1.2 Statement of Work**

The Department of National Defence (DND) has a requirement for the acquisition of Laser Target Designators, spare parts, documentation and training as detailed in Annex A -Statement of Work and Annex B-System Performance Specifications Annexes attached to this RFP.

### **1.3 Debriefings**

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

### **1.4 Trade Agreements**

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

### **1.5 Phased Bid Compliance Process**

The Phased Bid Compliance Process applies to this requirement.

### **1.6 Contract Award**

One Bidder will be awarded the Contract.

## **PART 2 - BIDDER INSTRUCTIONS**

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

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

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

The 2003 (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

### **2.2 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.

### **2.3 Improvement of Requirement During Solicitation Period**

Should Bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, Bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular Bidder will be given consideration provided they are submitted to the Contracting Authority at least 20 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

### **2.4 Former Public Servant**

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

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## 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.



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### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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

### **2.5 Enquiries - Bid Solicitation**

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

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

### **2.6 Applicable Laws**

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

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

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

### **3.1 Bid Preparation Instructions**

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

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

Section II: Financial Bid (2 hard copies)

Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

Prices and financial information must appear in the financial bid only. Bidders must not put pricing information in any other part of their 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 (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

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

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

In their technical bid, Bidders must explain how they meet the requirements set out in Annex A, Annex B and Annex C of this RFP.

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

Bidders must submit their financial bid in accordance with Annex E- Basis of Payment, Annex F-Financial Basis of Evaluation Matrix attached to this RFP. The total amount of Applicable Taxes must be shown separately.

### 3.2 Exchange Rate Fluctuation

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form [PWGSC-TPSGC 450](#), Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
4. At time of bidding, the Bidder must complete columns (1) to (4) on form [PWGSC-TPSGC 450](#), for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

#### 3.2.1 SACC Manual Clauses

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

### Section III: Certifications

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

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

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) Canada will use the Phased Bid Compliance Process described below.

#### **4.1.1 Phased Bid Compliance Process**

##### **4.1.1.1 General**

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY

REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE

IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.

- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2017-04-27) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### **4.1.1.2 Phase I: Financial Bid**

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.

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- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

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#### 4.1.1.3 Phase II: Technical Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.

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- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **4.1.1.4 Phase III: Final Evaluation of the Bid**

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

#### **4.2 Evaluation Methodology**

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



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#### 4.2.1 Technical Evaluation

##### Technical Evaluation.

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

To demonstrate that their products meet all selected technical specifications mentioned above, Bidders must submit with their bid *proofs of compliance*. A proof of compliance is defined as a document, such as a brochure and/or technical literature and/or a third party test report provided by a nationally and/or internationally recognized testing facility and/or a report generated by a nationally and/or internationally recognized third party software. *The document must provide detailed information on each performance mandatory technical evaluation criteria.* Canada will evaluate only the documentation provided with a Bidder's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.

*The Bidder must clearly demonstrate how the proposed equipment complies with each mandatory technical evaluation criteria listed in the "Table of Mandatory and Rated Technical Evaluation Criteria".*

Where it is necessary to refer to other documentation that is included in the proposal, Bidders must include the precise location of the reference material including the title of the document, and the page and paragraph numbers. It is the Bidder's responsibility to provide enough details to permit a complete evaluation. Any proposal that does not clearly demonstrate compliance with each of the mandatory technical evaluation criteria listed in the "Table of Mandatory Technical Evaluation Criteria" will be considered non-responsive.

##### Rated Technical Score Calculation.

Technical Points. The Technical Points for each proposal will be obtained from the evaluation in accordance with Annex C - TECHNICAL EVALUATION MATRIX.

- (1). The maximum potential technical points is 2000. Based on this, the maximum achievable technical evaluation score is 70.
- (2). The example below depicts how the Technical Score is calculated.

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

#### 4.2.2 Financial Evaluation

The Financial proposal will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded Incoterms 2010, Canadian customs duties, transport and shipping charges and excise taxes included.

Pricing submitted in a foreign currency will be converted to Canadian dollars based on the exchange rate provided by the Bank of Canada, at noon on the date of Bid closing. Unless otherwise stated by the Bidder, it will be assumed that the bid is being submitted in Canadian currency.

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#### 4.3 Basis of Selection

To be declared responsive, a proposal must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory criteria.
- (c) Successful demonstration of all mandatory and rated technical requirements outlined in the proposal for which the Contractor has been awarded technical points using the system proposed in their bid. Demonstration is considered to be successful when for each of the requirements it is shown that:
  - (1). capabilities already exist and demonstrated using a system similar to the proposed solution, or

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

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

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

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

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

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

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

**4.4. Financial Capability**

A9033T (2012-07-16) Financial Capability

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## 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 website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

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

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

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the 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.

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### 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.

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.

## PART 6 - RESULTING ACQUISITION CONTRACT CLAUSES

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

### 6.1 Security Requirements

- 6.1.1 There is no security requirement associated with this Contract. However, the Laser Target Designator is subject to the Controlled Goods Program.

### 6.2 Statement of Work

The Contractor must provide All Deliverables in accordance with Annex A - Statement of Work and that perform in accordance with Annex B – System Performance Specifications.

### 6.3 Work Authorization Procedures:

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

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

#### The Task SOW is used to:

- a. Request the Contractor to supply the spare parts defined in the DND 626;

Work defined in a DND 626 must be only for spare parts using the pricing contained in the RSPL.

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

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

- a. Prior to issuing a Task Authorization, the Technical Authority (TA) will prepare a draft Task fully describing the spare parts required for the Task and specifying the details listed in the sub article (b) below.
- b. The TA will submit this draft Task SOW (without the DND 626 form) through the PA to the Contractor specifying the funding limitation for the Task, the spare parts requirement, and the scheduled date of delivery. The PA must ensure that the Task is within the Scope of Work for this Contract.
- c. The PA will request that the Contractor review the Task SOW and provide an accurate quote within a specified time limit, using the rates established in the Contract.

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- d. The Contractor must, within the time limit specified by the TA or its designated representatives, provide the quote and/or notify the TA of the status of the proposed Task SOW response. Should the time limit specified by the TA not be sufficient, the Contractor must submit the quote within a time period that is mutually acceptable to the TA and the Contractor.
  - e. The Contractor must ensure that the requested Task does not exceed the Scope of Work for this Contract and that the Contractor is fully capable of providing the requested deliverables. Should the Contractor have any doubt with respect to the spare parts requested in the DND 626, the Contractor must submit DND 626 change recommendations to the PA prior to acceptance of the Task Authorization (DND 626).
  - f. The Contractor must submit to the TA through the PA, the following written details:
    - i. the total estimated cost, calculated in accordance with the terms and conditions of the Contract;
    - ii. The schedule for delivery;
  - g. Once the TA, PA and the Contractor have understood and agreed with the Task details, the TA will review the quote with the PA and in accordance with the Contract sub-article entitled "Approval Limitations", seek approval to proceed as follows:
    - h. If the LOE quote is within the DND Task approval, ceiling listed in the Contract sub-article entitled "Approval Limitations", the PA will sign the DND 626 form (with the Contractor approval Task SOW and LOE attached) and forward a signed copy to both the Contractor and the CA; or
    - ii. If the quote exceeds DND's Task approval ceiling, the PWGSC CA must also review and sign the DND 626 (with the Contractor approved Task SOW and LOE attached) prior to DND releasing the Task Authorization to the Contractor.
  - i. Work on any Task may not commence prior to the date that the DND 626 is signed by the applicable Canadian Government Authorities. The PA must ensure that the CA is forwarded a copy of all authorized DND 626 Task Authorizations regardless of the dollar value.
  - j. If at any time it becomes evident to the Contractor that the following conditions are exceeded:
    - i. The authorized level of expenditure for a Task;
    - ii. The approved schedule deadline; or
    - iii. The scope of Work.

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

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



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

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

- a. The Contractor must agree to the "Firm Price" for spares when the total cost for the spares is in line with the pricing of the applicable RSPL and when the Scope of Work for a DND 626, referred to herein as "Task", is clearly understood by both parties and no changes are anticipated in the Scope of the Work.

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

- a. The Approval Limitations for each Task Authorization are as follows:
  - i. Procurement Authority (PA): For Work, up to \$25,000.00 CDN for a signed DND 626; for amendment(s) to an existing DND 626 authorized by the PA, the aggregate value (Original DND value plus all Amendments) may not exceed \$25,000.00 CDN.
  - ii. PWGSC Contracting Authority (CA): Unlimited for any Task DND 626 costing more than \$25,000.00 CDN. For amendment(s) to any existing Task authorized in aggregate value of more than \$25,000.00 CDN.
- b. In the event that the estimated price to complete a Task is anticipated to exceed \$25,000.00 CDN, the DND 626 must first be authorized in writing by both the PA and CA. The Contractor must verify that both signatures are present prior to commencing Work.

**TASK COMPLETION/CLOSURE PROCEDURES:** The Contractor must monitor all Tasks issued under this Contract. If at any time the Contractor believes that a specific Task has been completed or has been inactive for a period of at least six (6) months, the Contractor must proceed as follows to request closure:

- a. The Contractor must determine the final costs to Canada, itemized as necessary for each individual Task being considered for closure;
- b. The Contractor must submit a letter to the TA (one copy each to PA and CA) requesting closure of the Task with reference to reports or letters concerning the Task as applicable;
- c. Closure will be subject to TA written acceptance of final results of the Tasking. If acceptable, the TA will authorize closure at the detailed funding levels; and
- c. In cases where authorized funds were not all expended to complete specific Tasks, these funds are considered returned to the Contract funding baseline for re-issuance/re-distribution as necessary.

## 6.4 Standard Clauses and Conditions

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

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#### **6.4.1 General Conditions**

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

##### ***2010A 09 (2018-06-21) Warranty***

1. Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any provisions of the Contract or any condition, warranty or provision imposed by law, the Contractor, if requested by Canada to do so, must replace, repair or correct, at its own option and expense any work that becomes defective or fails to conform to the requirements of the Contract, where applicable. The warranty period will be 24 months after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.

#### **6.4.2 Supplemental General Conditions**

- (a) 4001 (2015-04-01) Hardware Purchase, Lease and Maintenance, with the exception of the following modifications, apply to and form part of the Contract:
  1. Part IV - Additional Conditions: Lease is modified hereby as following:  
  
Delete in its entirety.
- (b) 4006 (2010-08-16) Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information.

#### **6.5 Term of Contract**

##### **6.5.1 Period of the Contract**

The Contract period shall be for 60 months from the date of Contract award. The period of the contract is defined as being from the date of contract award until all deliverables have been delivered and accepted by Canada, the 2 year warranty has expired, and no outstanding warranty issues exist.

##### **6.5.2 Delivery Dates**

All Contractual Deliverables must be received on or before the dates contained in Annex D-Summary of Deliverables.

##### **6.5.3 Optional Equipment and Extension of the Contract**

The Contractor grants Canada the irrevocable option to purchase optional equipment (minimum qty 1 up to a maximum of 23) for a period of 18 months from the date of Contract award. The Contracting Authority will advise the Contractor, in writing, if optional equipment is required by DND. The Contractor will have 6 months from the date of the request to deliver the optional equipment.

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## **6.6 Authorities**

### **6.6.1 Contracting Authority**

The Contracting Authority for the Contract is:

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

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

Telephone: 819-420-0919

Facsimile: 819-956-0636

E-mail address: james.bright@tpsgc-pwgsc.gc.ca

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

### **6.6.2 Technical Authority**

The Technical Authority for the Contract is:

TBD

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

### **6.6.3 Procurement Authority**

The Procurement Authority for the Contract is:

TBD

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

### **6.6.4 Contractor's Representative**

To be filled in at Contract Award.

## 6.7 Payment

### 6.7.1 Basis of Payment

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

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

### 6.7.2 Limitation of Price

SACC Manual clause C6000C (2017-08-17) Limitation of Price

#### 6.7.2.1 Price Certification - Foreign Suppliers

The Bidder certifies that the price proposed is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both.

#### 6.7.2.2 Exchange Rate Fluctuation Adjustment

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

#### FCC

Foreign Currency Component (per unit)

$i_0$

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

$i_1$

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

Qty

quantity of units

4. The initial exchange rate is typically set as the noon rate as published by the Bank of Canada on the solicitation closing date.
5. For goods, the exchange rate for adjustment will be the noon rate as published by the Bank of Canada on the date the goods were delivered. For services, the exchange rate for adjustment will be the noon rate on the last business day of the month for which the services were performed. For advance payments, the exchange rate for adjustment will be the noon rate on the date the payment was due. The most recent noon rate will be used for non-business days.
6. The Contractor must indicate the total exchange rate adjustment amount (either upward, downward or no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form PWGSC-TPSGC 450, Claim for Exchange Rate Adjustments.
7. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form PWGSC-TPSGC 450 (i.e.  $[i_1 - i_0] / i_0$ ).

#### **6.7.3 Milestone Payments – Subject to a Holdback – Initial 2 LTD Systems**

Canada will make the milestone payment in accordance with the Milestone detailed in the Acquisition Contract - Basis of Payment, up to 90 percent of the amount claimed and approved by Canada if:

- (a) an accurate and complete claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) All the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
- (c) All work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

#### **6.7.4 Multiple Payments - Remaining 21 Initial LTDs (including manuals), Optional LTDs (including manuals) and Training Courses & Materials.**

H1001C (2008-05-12), Multiple Payments

### **6.8 Invoicing Instructions**

#### **6.8.1 Invoices must be distributed as follows:**

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

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## **6.9 Delivery, Inspection and Acceptance**

### **6.9.1 Addressing**

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

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

### **6.9.2 Shipping Instructions**

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

### **6.9.3 Packaging**

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

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

Final delivery shipment must be inspected for correct packaging, prior to release from Contractor facility. The exact timing of this inspection will be confirmed during the contract kick-off meeting.

### **6.9.4 Delivery**

The Contractor must deliver the goods to 7 Canadian Forces (CF) Supply Depot by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.

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

### **6.9.5 Inspection and Acceptance**

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

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### 6.9.6 Release Document – Distribution

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

- a. One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- b. Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- c. One (1) copy to the Contracting Authority;
- d. One (1) copy to:  
*National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2  
Attention: DLP 5-4-1*
- e. One (1) copy to the Quality Assurance Representative;
- f. One (1) copy to the Contractor; and
- g. For all non-Canadian contractors, one (1) copy to:

*DQA/Contract Administration  
National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2  
E-mail: [ContractAdmin.DQA@forces.gc.ca](mailto:ContractAdmin.DQA@forces.gc.ca).*

### 6.9.7 Quality Control

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

### 6.10 Certifications and Additional Information

#### 6.10.1 Compliance

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

#### 6.10.2 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.

## 6.11 Applicable Laws

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

## 6.12 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4001 (2015-04-01) Hardware Purchase, Lease and Maintenance;
- (d) the supplemental general conditions 4006 (2010-08-16) Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information.
- (e) the general conditions 2010A (2016-04-04), General Conditions - Goods (Medium Complexity)
- (f) Annex A, Statement of Work
- (g) Annex B, System Performance Specifications
- (h) Annex E, Basis of Payment
- (i) the Contractor's bid dated \_\_\_\_\_

## 6.13 Defence Contract

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



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## 6.14 SACC Manual Clauses

A2000C	(2006-06-16)	Foreign Nationals (Canadian Contractors)
A9131C	(2014-11-27)	Controlled Goods Program -Contract
B4060C	(2011-05-16)	Controlled Goods
B4019C	(2015-02-25)	United States Military Specifications and Standards
B4061C	(2008-05-12)	North Atlantic Treaty Organization Codification - Data Requirements
B7500C	(2006-06-16)	Excess Goods
C2604C	(2013-04-25)	Customs Duties, Excise Taxes and Applicable Taxes – Non Resident
C2605C	(2008-05-12)	Canadian Customs Duties and Sales Tax – Foreign-based Contractor
C2606	(2008-05-12)	Custom Duties and Excise Taxes - Exemption
C2610C	(2007-11-30)	Custom Duties – Department of National Defence - Importer
C2611C	(2007-11-30)	Custom Duties – Contractor Importer
D2000C	(2007-11-30)	Marking
D2001C	(2007-11-30)	Labeling
D2025C	(2017-08-17)	Wood Packaging Materials
D3010C	(2016-01-28)	Delivery of Dangerous Goods/Hazardous Products
D5510C	(2017-08-17)	Quality Assurance Authority (Department of National Defence) - Canadian-based Contractor, or
D5545C	(2010-08-16)	ISO 9001:2008 - Quality Management Systems - Requirements (Quality Assurance Code C) (2010-08-16) D5545C
D5604C	(2008-12-12)	Release Documents (Department of National Defence) - Foreign-based Contractor, or
D5605C	(2010-01-11)	Release Documents (Department of National Defence) - United States-based Contractor, or
D5606C	(2017-11-28)	Release Documents (Department of National Defence) - Canadian-based Contractor
D6010C	(2007-11-30)	Palletization
D9002C	(2007-11-30)	Incomplete Assemblies
G1005C	(2016-01-28)	Insurance – No Specific Requirement
K3030C	(2010-01-11)	License to Material Subject to Copyright

## 6.15 Electrical Equipment

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

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DND

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File No. - N° du dossier  
W8476-195987

Buyer ID - Id de l'acheteur  
029QD  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX A**

### **STATEMENT OF WORK**

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## **ANNEX B**

### **SYSTEM PERFORMANCE SPECIFICATIONS**

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## **ANNEX C**

### **TECHNICAL EVALUATION MATRIX**

Solicitation No. - N° de l'invitation  
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## **ANNEX D**

### **SUMMARY OF DELIVERABLES**

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## **ANNEX E**

### **BASIS OF PAYMENT**

Solicitation No. - N° de l'invitation  
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## **ANNEX F**

### **FINANCIAL BASIS OF EVALUATION**

## ANNEX 1 to PART 5 OF THE BID SOLICITATION

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

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

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

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

**OR**

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

B. Check only one of the following:

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

**OR**

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