



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

Title - Sujet Lightweight SSO Kit	
Solicitation No. - N° de l'invitation W8476-196040/A	Date 2019-02-28
Client Reference No. - N° de référence du client W8476-196040	
GETS Reference No. - N° de référence de SEAG PW-\$\$QD-043-27223	
File No. - N° de dossier 043qd.W8476-196040	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-03-15	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Wijaya, Yessica	Buyer Id - Id de l'acheteur 043qd
Telephone No. - N° de téléphone (819) 420-5482 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

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

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



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	Royal Regiment Cdn Artillery School CFB Gagetown Oromcto, NB OROMOCTO NB E2V 4J5 CANADA	I - 1	REPT OF NATIONAL DEFENCE DGLEPM CAPITAL 101 COLONEL BY DR OTTAWA ON K1A 0K2 CANADA W8476
D - 2	7 CFSD RECEIPTS SECTION Receipts and Issues Section Edmonton, AB EDMONTON, AB AB T0A 2H0 CANADA	I - 1	REPT OF NATIONAL DEFENCE DGLEPM CAPITAL 101 COLONEL BY DR OTTAWA ON K1A 0K2 CANADA W8476



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire		Del. Offered Liv. offerte
						Destination	FOB/FAM Plant/Usine	
1	Lightweight SSO Kit	D-2	I-1	2	Each	\$	XXXXXXXXXXXX	See Herein
2	Lightweight SSO Kit	D-2	I-1	15	Each	\$	XXXXXXXXXXXX	See Herein
3	Training Course	D-1	I-1	1	Each	\$	XXXXXXXXXXXX	See Herein
4	Lightweight SSO Kit	D-2	I-1	6	Each	\$	XXXXXXXXXXXX	See Herein

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Solicitation No. - N° de l'invitation
W8476-196040/001/QD
Client Ref. No. - N° de réf. du client
DND

Amd. No. - N° de la modif.
File No. - N° du dossier
W8476-196040

Buyer ID - Id de l'acheteur
043QD
CCC No./N° CCC - FMS No./N° VME

List Of Annexes

Annex A – Statement of Work

Annex B – System Performance Specification

Annex C – Technical Evaluation Matrix

Annex D – Deliverables

Annex E – Basis of Payment

Annex F – Basis of Evaluation

Annex G – Task Authorization Form (DND 626)

PART 1 - GENERAL INFORMATION

1. Security Requirements

There is no security requirement associated with this Request for Proposal (RFP).

2. Statement of Requirement

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

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.

4. Trade Agreements

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

5. Phased Bid Compliance

The Phased Bid Compliance Process applies to this requirement.

6 Contract Award

One Bidder will be awarded the Contract.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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: 90 days

2. Submission of Bids

- 2.1 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.
- 2.2 Due to the nature of the bid solicitation, bids submitted by epost Connect service provided by Canada Post Corporation will not be accepted.
- 2.3 Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

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

4. Former Public Servant

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

provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;

- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

5. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 7 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.

6. Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

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 (5 hard copies and 5 soft copies on DVD)
- Section II : Financial Bid (2 hard copies)
- Section III : Certifications Section (1 hard copy)
- Section IV : Additional Information (2 hard copies and 2 soft copies on DVD)

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

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

Canada requests that bidders follow the format instructions described below in the preparation of 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) (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.

2. Section I: Technical Bid

- 2.1 In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work as described in Annex A - Statement of Work and Annex B System Performance Specifications of the bid solicitation.
- 2.2 The technical bid must include a description of the proposed equipment, complete with *proofs of compliance* to demonstrate compliance with the requirements. 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.

- 2.3 Canada will evaluate only the documentation provided with a Bidder's bid. Canada will not evaluate information such as references to Websites where additional information can be found, or technical manuals or brochures not submitted with the bid.
- 2.4 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.
- 2.5 A compliance statement ("Compliant" or "Non-compliant"). A "Compliant" statement will be interpreted as meaning full agreement with the requirement, whereas a Non-compliant statement will be interpreted as meaning not in full agreement with the requirement and the offer will be deemed non-responsive and not given any further consideration. For mandatory requirements, statements such as "Read", "Comply with Intent", "Partial Compliance", "Noted" or the like will be considered as non-responsive.
- 2.6 For Mandatory and Point Rated Technical Criteria, Bidders must use Annex C -Technical Evaluation Matrix, to provide a reference or references to where in their bid detailed explanation and proof of compliance can be found.

3. Section II: Financial Bid

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

3.1 Exchange Rate Fluctuation Risk Mitigation

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 SACC Manual Clauses

- B1000T (2014-06-26) Condition of Material – Bid
- B4052T (2014-06-26) Recommended Spare Parts List -Bid

4. Section III: Certifications

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

5. Electronic Payment of Invoices – Bid

- 5.1 If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex 2 - Electronic Payment Instruments, to identify which ones are accepted.
- 5.2 If Annex 2 - Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.
- 5.3 Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

2. Phased Bid Compliance Process

2.1 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 Phased Bid Compliance Process, 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 PHASED BID COMPLIANCE PROCESS 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) Without prejudice to its other rights, Canada shall have the right, in its absolute discretion, but shall not be obliged, to request and accept any time, before or after the solicitation closing date, and consider as part of the Bid, any document and materials from Bidders to clarify the Bid or to correct deficiencies or errors in the Bid that are not significant in Canada's absolute discretion, including all matters of form or error in computation or failure to confirm by signing or similarly verifying acceptance. 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.
- (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.

2.2. 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.
- (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.

2.3. 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.
- (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.

2.4. 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.

3. Mandatory Technical Criteria

- 3.1 The Phased Bid Compliance Process will apply to all mandatory technical criteria.
- 3.2 At bid closing time, the Bidder must demonstrate compliance with the mandatory technical criteria detailed in the Annex C -Technical Evaluation Matrix and provide the necessary documentation to support compliance.
- 3.3 Bidders must meet all mandatory requirements as specified in Annex C. Any bid which fails to meet the mandatory technical criteria will be declared non-responsive and will not be further evaluated.
- 3.4 Bids that meet all of the mandatory technical requirements will proceed to be evaluated for the point rated technical criteria.

4. Point Rated Technical Criteria

- 4.1 The Phased Bid Compliance Process will apply to all rated technical criteria.
- 4.2 Each Technical Proposal which meets all the Mandatory Requirements will be evaluated and scored 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

5. Financial Evaluation

1. The price of the bid will be evaluated as follows:
- Canadian-based bidders must submit firm prices DDP Incoterms 2010, Canadian customs duties and excise taxes included, and the applicable taxes excluded where applicable and firm rates where applicable.
 - The financial bids will be evaluated in Canadian currency. Pricing submitted in foreign currency will be converted to Canadian dollars based on the exchange rate provided by the Bank of Canada at noon on the date of RFP closing.
 - The financial bids will be evaluated based on pricing received from Bidders in Annex E - Basis of Payment and Annex F – Financial Basis of Evaluation Matrix
2. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
3. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

6. Basis of Selection

1. To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria.
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 / maximum number of points available multiplied by the ratio of 70 %.
 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 responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

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

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

7. Financial Capability

A9033T (2012-07-16) Financial Capability

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

1. Certifications Required with the Bid

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

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.

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.

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) (<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.

2.1.1 Integrity Provision – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) 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 CONTRACT CLAUSES

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

1. Security Requirements

There is no security requirement applicable to the Contract.

2. Statement of Work

The Contractor must perform the Work in accordance with Annex A - Statement of Work, Annex B - System Performance Specifications.

2.1 Categories of Work

The work is broken down into four categories:

1. Provision of twenty-three (23) See Spot Optics (SSO) system kits.
2. Provision of SSO system kits Operational and Technical Documentation.
3. One time "Train the Trainer" training for up to twelve people, including the development and documentation of training materials.
4. Provision of Recommended Spare Parts on a Recommended Spare Parts List. The Contractor must supply the recommended spare parts on an "as and when requested" basis when authorized by a Task Authorization from DND.

2.2 Optional Quantities

The Contractor grants to Canada the irrevocable option to acquire the optional SSO system kits described at Annex A Statement of Work under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

2.3 Recommended Spare Parts List

1. The Contractor must, within 40 days after contract award, provide to the Procurement Authority a Recommended Spare Parts List (RSPL) prepared in accordance with the current issue of Canadian Forces Specification D-01-100-214/SF-000. The RSPL must contain the Contractor's recommendation for spares required to maintain the equipment for a 24-month period, and must provide the basis for the spares selection to be made by Department of National Defence. Upon request from the Contractor, the specification will be provided by the Contracting Authority.
2. Supplementary Provisioning Technical Documentation (SPTD), as prepared by the actual manufacturer of the item, is required for the codification and cataloguing of all items listed in the RSPL. The SPTD called up in the above specification must accompany the RSPL as

detailed in the specification. Specific details of the data elements required must be listed on a Provisioning Documentation Selection Sheet, prepared in accordance with the above specification, and be submitted in electronic ASCII text format.

3. Questions regarding the preparation, format or contents of the above provisioning documentation must be directed to the Procurement Authority.

2.4 Task Authorization Process

2.4.1. Task Authorization:

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

2.4.2. Task Authorization Process:

1. The Procurement Authority or Contracting Authority will provide the Contractor with a description of the task using a DND 626 Task Authorization form shown in Annex G.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Procurement Authority or Contracting Authority, within five (5) calendar days of its receipt, or as specified in each draft Task Authorization, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Procurement Authority or Contracting Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

2.5 Task Authorization Limit

The Procurement Authority may authorize individual Task Authorizations up to a limit of \$100,000 CAD Applicable Taxes included, inclusive of any revisions.

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

2.6 Periodic Usage Reports - Contracts with Task Authorizations

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

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

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

First Quarter : April 1 to June 30;
Second Quarter : July 1 to September 30;
Third Quarter : October 1 to December 31; and
Fourth Quarter : January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 15 calendar days after the end of the reporting period.

Reporting Requirement - Details

A detailed and current record of all authorized tasks must be kept for each contract with a Task Authorization (TA) process. This record must contain:

For each authorized task:

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

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) of Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized tasks.

2.7 Task Authorization – Department of National Defence

The Administration of the Task Authorization process will be carried out by the Procurement Authority. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

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.

3.1 General Conditions

2010A (2018-06-21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

Section 09 entitled *Warranty of general conditions 2010A* is amended by deleting subsection 2 in its entirety and replacing it with the following:

The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

All other provisions of the warranty section remain in effect

3.2 Supplemental General Conditions

4001 (2015-04-01) – Hardware Purchase, Lease and Maintenance apply to and form part of the Contract, excluding:

- Part IV - Additional Conditions: Lease
- Part V - Additional Conditions: Maintenance

4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information

4009 (2013-06-27) Professional Services - Medium Complexity

4. Term of Contract

4.1 Period of the Contract

The period of the contract shall be 18 months from the date contract award.

The Contract period of the contract is from date of contract until _____ (date to be filled in at [Contract award](#)).

4.2 Delivery Date

All firm deliverables must be delivered as per Annex D - Deliverables.

4.3 Delivery Date for the Optional Goods

Delivery Date and shipping address will be firmed up at the time of order.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Yessica Wijaya
Public Works and Government Services Canada
Acquisitions Branch
Land and Aerospace Equipment Procurement and Support Sector
Place du Portage, Phase III 8C2, 11 Laurier Street
Gatineau, QC, K1A 0S5

Telephone: 819-420-5482

E-mail address: YessicaKarnali.WijayaPutri@tpsgc-pwgsc.gc.ca

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

5.2 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 the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Technical Authority

The Project 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.

5.4 Contractor's Representative

The Contractor's Representative for the Contract is:

*To be inserted at the time of contract award.
Bidders must provide a name, title, telephone number and e-mail address.*

6. Proactive Disclosure of Contracts with Former Public Servants

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

7. Payment

7.1 Basis of Payment

7.1.1 Basis of Payment-Firm Price, Firm Unit Price(s), or Firm Lot Price(s)

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

For the firm price portion of the Work only, Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work

7.1.2 Basis of Payment: Individual Task Authorizations

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of payment at Annex E- Basis of Payment.

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

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

7.2 Limitation of Price

C6000C (2017-08-17) Limitation of Price

7.3 Method of Payment

7.3.1 Milestone Payments – Subject to a Holdback – Initial 2 SSO Systems

1. 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.

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

7.3.2 Multiple Payments - Remaining 21 Initial SSO systems (including manuals), Training Courses & Materials, Optional SSO systems (including manuals) and Individual Task Authorization.

H1001C (2008-05-12) Multiple Payments

7.4 SACC Manual Clauses

B9031C (2011-05-16) Canada's Obligation – Portion of the Work – Task Authorizations
C2000C (2007-11-30) Taxes – Foreign Based Contractor

8. Invoicing Instruction

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
DGLEPM Capital
101 Colonel By Drive
Ottawa, ON K1A 0K2
Attention: _____ *(To be inserted at the time of contract award)*
E-mail: _____

Electronic copies must be forwarded to the following:

- b. The Contracting Authority identified under the section entitled "Authorities" of the Contract.
- c. The Procurement Authority identified under the section entitled "Authorities" of the Contract.

9. Delivery, Inspection, Acceptance and Shipping

9.1 Delivery Preparation

3. The goods must be delivered in a condition for immediate use to the following location:

7 CFSD RECEIPTS SECTION
Receipts and Issues Section
Edmonton, AB. T0A 2H0

4. All goods must be delivered by appointment only between the hours of 8:00 am and 4:00 pm Monday through Friday, except Federal holidays. The Contractor or its Carrier must arrange delivery appointments by contacting the person (s) identified in the contract.
5. Any attempt by a Carrier to deliver the goods without an appointment may be refused unless arrangements have been made previously for authorized, qualified personnel to perform inspections and to accept delivery. If the carrier is required to return due to its failure to make an appointment for delivery, Canada will not be liable to pay any additional costs.

6. Delivery trucks must be equipped with an unloading device which will permit unloading without hydraulic, stationary or other type of equipment from the unloading facility.

9.2 Inspection and Acceptance

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

9.3 Shipping

The Contractor must ship all goods Delivered Duty Paid (DDP), Incoterms 2010. Custom Duties and Excise Taxes must be included. The applicable taxes are extra.

10. 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: _____ (To be inserted at the time of contract award)**

- 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**

10.1 Quality Control

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

11. Certifications and Additional Information

11.1 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.

11.2 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.

12. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*Filled in at time of contract award*)

13. Priority of Documents

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

- a. the Articles of Agreement;
- b. the supplemental general conditions 4001 (2015-04-01) Hardware Purchase, Lease and Maintenance;
- c. the supplemental general conditions 4006 (2010-08-16) Contractor to Own Intellectual Property Rights in the Foreground Information.
- d. the supplemental general conditions 4009 (2013-06-27) Professional Services - Medium Complexity
- e. the general conditions 2010A (2018-06-21) Goods (Medium Complexity);
- f. Annex A, Statement of Work;
- g. Annex B, System Performance Specifications;
- h. Annex E, Basis of Payment; and
- i. the Contractor's bid dated _____ .

14. Defence Contract

A9006C (2012-07-16) Defence Contract

15. SACC Manual Clauses

A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)
A9062C (2011-05-16) Canadian Forces Site Regulations
B4061C (2008-05-12) North Atlantic Treaty Organization Codification-Data Requirements
B7500C (2006-06-16) Excess Goods
C2611C (2007-11-30) Customs Duties - Contractor Importer
C2800C (2013-01-28) Priority Rating
C2801C (2017-08-17) Priority Rating: Canadian-based contractors
D2000C (2007-11-30) Marking
D2001C (2007-11-30) Labelling
D2025C (2017-08-17) Wood packaging materials
D3018C (2014-09-25) Packaging Requirement using Specification D-LM-008-036/SF-000
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)
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

16. 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.

17. Contractual Dispute

The following procedures for the settlement of any disputes which may arise throughout the life of this Contract shall prevail:

1. Disputes arising from this Contract will in the first instance be resolved by the Contracting Authority and the Contractor's Contract Administrator within fifteen (15) working days or such additional time as may be agreed to by both parties.
2. Failing resolution under (1) above, the Manager, Defence Communications Division, Electronics, Munitions and Tactical Systems Procurement Directorate (EMTSPD), Land and Aerospace Equipment Procurement and Support Sector (LAEPSS) and the

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DND

Amd. No. - N° de la modif.
File No. - N° du dossier
W8476-196040

Buyer ID - Id de l'acheteur
043QD
CCC No./N° CCC - FMS No./N° VME

Contractor's Representative Supervisor will attempt to resolve the dispute within an additional fifteen (15) working days.

3. Failing resolution under (1) or (2), the Senior Director of EMTSPD, LAEPSS and the Contractor's equivalent Senior Management will attempt to resolve the dispute within an additional thirty (30) working days.

ANNEX 1 to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 5 the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

The Bidder accepts any of the following Electronic Payment Instrument(s):

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

ANNEX 2 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)