



**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 Calibration Services FY 19-20	
Solicitation No. - N° de l'invitation W8486-184754/C	Date 2019-12-06
Client Reference No. - N° de référence du client 6000421198	
GETS Reference No. - N° de référence de SEAG PW-\$\$HN-334-78175	
File No. - N° de dossier hn334.W8486-184754	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-02-04	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: McLaughlin, Michael	Buyer Id - Id de l'acheteur hn334
Telephone No. - N° de téléphone (873) 353-7592 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE Ramp 8, Room C-1113 C/O QETE Warehouse 45 Sacre-Coeur Blvd Gatineau Quebec J8X 1C6 Canada	

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

Electrical & Electronics Products Division
L'Esplanade Laurier
East Tower, 4th floor,
Ottawa
Ontario
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

***THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT *
*NATIONAL SECURITY EXCEPTION IS INVOKED***

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, Security Requirements, the Security Requirements Checklist, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, DND 626 Task Authorization Form and any other annexes.

1.2.1 Summary

The objective of this Request for Proposal (RFP) is to establish a national calibration service contract for test equipment for electrical/electronic and physical properties test equipment assigned to Department of National Defence (DND) Establishments, Canadian Forces Bases, Stations, Units, and Ships. The method for accomplishing this work is to be proposed by the Contractor in its bid and must satisfy all Statement of Work requirements.

1.2.2 Security Requirements

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

1.2.3 National Security Exception (NSE)

Canada has invoked the National Security Exception for all purposes with respect of this requirement and, as a result, none of the disciplines of the trade agreements apply to this procurement.

1.2.4 Canadian Content Policy

The requirement is conditionally limited to Canadian services.

1.2.5 Controlled Goods

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

1.2.7 Federal Contractors Program (FCP)

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

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. Restriction of Bid/Work

In order to submit a bid proposal, Bidders must currently operate and continue to do so, throughout the life of the contract, in one of the countries listed as a current and active member of the North Atlantic Treaty Organization (NATO) as listed at https://www.nato.int/cps/en/natohq/nato_countries.htm.

1.5 Phased Bid Compliance Process

The Phased Bid Compliance Process applies to this requirement.

Solicitation No. - N° de l'invitation
W8486-184754 - DRAFT
Client Ref. No. - N° de réf. du client
W8486-184754

Amd. No. - N° de la modif.
File No. - N° du dossier
W8486-184754

Buyer ID - Id de l'acheteur
Hn334
CCC No./N° CCC - FMS No./N° VME

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) 2019-03-04 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: **210 calendar days**

2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
A9033T	Financial Capability	2012-07-16
A9130T	Controlled Goods Program — Bid	2014-11-27
B4057T	Technical Publications: Manuals — Bid	2017-11-28

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 in the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

2.3 Enquiries - Bid Solicitation

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

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

2.4 Applicable Laws

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

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

2.5 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 fifteen (15) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.6 Basis for Canada's Ownership of Intellectual Property

The Department of National Defence has determined that any intellectual property rights arising from the Statement of Work 'Special Tool and Test Equipment,' under the resulting contract will belong to Canada, as outlined under the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#):

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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

Section I: Technical Bid (6 hard copies) and 2 soft copies on CD.

Section II: Financial Bid (1 hard copy) and 1 soft copy on CD.

Section III: Certifications (1 hard copy)

Section IV: Additional Information (1 hard copy)

With respect to the bid packages, 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 hard 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.

Section I: Technical Bid

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

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

Submission of Supplemental Proposal Information

The Bidder's responses to Rated Technical Criteria R3 (TMDE Calibration Accreditations) and R4 (TMDE Calibration Experience) will require the submission of supplemental proposal information based on the Bidder's initial submission in response to these criteria as described in Annex G 'Technical Evaluation Plan' of the RFP. For each of R3 and R4, a quantity of ten (10) items will be randomly selected from those that the Bidder identifies as meeting these requirements. The Bidder will then be instructed to provide copies of the supporting evidence for the items randomly selected from their R3 and R4 responses. The expected timeline for this procedure will be as follows:

Upon request from the Contracting Authority, the Bidder must provide the requested information as outlined above, within **five (5) calendar days** from the date of request. If the requested information does not meet the requirements of the bid solicitation, Annex "G" 'Technical Evaluation Plan' or the Bidder fails to comply with this request of the Contracting Authority, the bid may be declared non-responsive.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with Annex "B" Basis of Payment. For evaluation purposes ONLY, to determine the bidder's financial bid price, Annex "L" Financial Evaluation Grid will be utilised.

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "K" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "K" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.3 Exchange Rate Fluctuation

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

Section III: Certifications

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

Section IV: Additional Information

3.2.1 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

3.2.2 As indicated in Part 6 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance, in the following format:

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

3.2.3 The Company Security Officer must ensure through the [Contract Security Program](#) that the Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

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, financial, and evaluation criteria.
- (b) An evaluation team composed of representatives of Canada and the following two consultants
- 1) Della Lawrence
ADGA Group Inc.

&

 - 2) Lorne Schmidt
Lansdowne Technologies Inc.

In addition to items (a) and (b) above, PWGSC has engaged the services of Raymond Chabot Grant Thornton Consulting Inc to act as a fairness monitor on this evaluation. The Fairness Monitor will provide at the conclusion of the procurement process a report attesting to the transparency, open and fairness of the procurement process.

(c) First, the evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to those bids with the certification; otherwise, only bids from Canadian suppliers and/or suppliers operating in a NATO allied country will be evaluated. If some of the bids with a valid Canadian Content certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid Canadian Content certification remain, the evaluation will continue among those bids with a valid Canadian Content certification. If all bids with a valid Canadian Content certification are subsequently declared non-responsive, or are withdrawn, then all bids received from Canadian suppliers and/or suppliers operating in a NATO allied country will then be evaluated.

- (d) The definitions of mandatory requirements are as follows:

MANDATORY REQUIREMENTS: Bidders should note that all MANDATORY requirements are identified specifically with the word "shall", "must", "will", "mandatory". In the case where a MANDATORY item cannot be or is not complied with, the Bid will not receive any further consideration.

- (e) Compliance with all of the mandatory criteria of the RFP, including all Annexes, Attachments and the terms and conditions applicable to any resulting contract is mandatory.
- (f) Canada will use the Phased Bid Compliance Process described below.

4.2 Phased Bid Compliance Process (PBCP)

4.2.1 (2018-07-19) 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 (2019-03-04) 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.

4.2.2 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.

4.2.3 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 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

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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.

4.2.4 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.

4.3 Technical Evaluation

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable a full and complete evaluation.

4.3.1 Technical Evaluation Plan

Mandatory and point rated technical evaluation criteria are included in Annex "G" Technical Evaluation Plan.

4.3.2 Eligible Mandatory Criterion

The Phased Bid Compliance Process will apply to ALL Mandatory Technical criteria and the minimum mandatory Point Rated criteria score of 50 points as outlined in Annex "G" Technical Evaluation Plan.

4.4 Financial Evaluation

For the purposes of the financial evaluation ONLY, the aggregate Bid Price will be determined using ANNEX "L" Financial Evaluation Grid.

4.4.1 The price of the Bid will be evaluated in CAD dollars, DDP (Across all Provinces) Incoterms 2010 and excise taxes included, transportation and shipping charges included and the Goods and Services Tax or the Harmonized Sales Tax excluded, if applicable.

4.4.2 Publications: Specifications and standards

1. The Contractor must provide publications in accordance with the following specifications and standards:
 - a. Format: The latest issue of C-01-100-100/AG-005, Specification Acceptance of Commercial and Foreign Government Publications as Adopted Publications.
The latest issue of C-01-100-100/AG-006, Specification Writing, Format and Production of Technical Publications.

4.5 Basis of Selection

4.5.1 SACC *Manual* Clause [A0027T](#) , Basis of Selection – Highest Combined Rating of Technical Merit and Price.

4.5.1.1 To be declared responsive, a bid must:

- a. Comply with all the requirements of the bid solicitation; and
- b. Meet all mandatory criteria; and
- c. Obtain the required minimum of 50 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 100 points.

4.5.1.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive.

4.5.1.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be twenty percent (20%) for the technical merit and eighty percent (80%) for the price.

4.5.1.4 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 twenty percent (20%).

4.5.1.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of eighty percent (80%).

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

4.5.1.7 Neither the responsive bid obtaining the highest technical score nor the responsive bid 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 20/80 ratio of technical merit (20) and price (80), respectively. The total available points equals 100 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (20%) and Price (80%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		100/100	89/100	92/100
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	100/100 x 20 = 20	89/100 x 20 = 17.8	92/100 x 20 = 18.4
	Pricing Score	45/55 x 80 = 65.45	45/50 x 80 = 72	45/45 x 80 = 80
Combined Rating		85.45	89.8	98.4
Overall Rating		3rd	2nd	1st

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 Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian services.

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

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

The Bidder certifies that:

() the services offered are Canadian services as defined in paragraph 4 of clause [A3050T](#).

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

5.1.2.1.1 SACC Manual clause [A3050T](#) 2018-12-06 Canadian Content Definition

5.2 Certifications Precedent to Contract Award and Additional Information

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

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](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.

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5.2.3 Canadian and North Atlantic Treaty Organization (NATO) Certification

This procurement is limited to Canadian suppliers and Companies currently operating in one of the countries listed as a current and active member of the North Atlantic Treaty Organization (NATO) as listed at https://www.nato.int/cps/en/natohq/nato_countries.htm.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids received from a Canadian supplier or Company currently operating in one of the countries listed as a current and active member of the North Atlantic Treaty Organization (NATO) will be considered.

The Bidder certifies that:

() the services offered will be provided by a Canadian company or Company currently operating in one of the countries listed as a current and active member of the North Atlantic Treaty Organization (NATO); and that operations MUST be maintained, throughout the life of the contract, in order to maintain certification.

Failure to provide this certification completed with the bid will result in the services offered being treated as NON-Canadian and/or a Company NOT currently operating in one of the countries listed as a current and active member of the North Atlantic Treaty Organization (NATO) and the bid will be considered non-compliant.

Signature

Date

5.2.3.2 Status and Availability of Resources

SACC Manual clause [A3005T](#) (2010-08-16) Status and Availability of Resources

5.2.3.3 Certifications - Contract

SACC Manual clause [A3015C](#) (2014-06-26) Certifications - Contract

5.2.3.4 Education and Experience

SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

1. At the date of bid closing, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
- (e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.

2. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 Financial Capability

SACC Manual clause [A9033T](#) (2012-07-16) Financial Capability

6.3 Controlled Goods Requirement

SACC Manual clause [A9130T](#) (2014-11-27) Controlled Goods Program

6.4 Insurance Requirements

SACC Manual clause [G1005C](#) (2016-01-28) Insurance - No Specific Requirement

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Contract, including but not limited to the Statement of Work at Annex "A" and the Contractor's bid dated _____.

7.1.1 Performance Management Framework (PMF)

The performance of the work is subject to the PMF as outlined in Annex "J"

7.1.2 Task Authorization

Portion of the Work, as outlined in Annex "A" Statement of work 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.

7.1.2.1 Task Authorization Process

Task Authorization Process:

1. The Procurement Authority will provide the Contractor with a description of the task using the "DND 626, Task Authorization Form" or "Task Authorization" form specified in Annex F.
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 and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within five (5) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project 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

7.1.2.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$25,000.00, applicable taxes included, inclusive of any revisions.

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

7.1.2.3 Canada's Obligation - Portion of the Work - 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 or in Annex "F". If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

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

The data must be submitted to the Contracting Authority no later than five (5) 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 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) specified in the contract (as last amended, as applicable) as 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 TAs

7.1.2.4 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by the Department of National Defence designation - DLP 7-1-1 or its authorized delegated representative. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

7.2 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.

7.2.1 General Conditions

2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

R2830D (2018-06-21) General condition (GC) 3: Execution and control of the work

7.2.3 Supplemental General Conditions

The following supplemental General Conditions apply to and form part of the Contract.

4001 (2015-04-01) Hardware Purchase, Lease and Maintenance

4002 (2010-08-16) Software Development or Modification Services

4003 (2010-08-16) Licensed Software

4004 (2013-04-25) Maintenance and Support Services for Licensed Software

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

4007 (2010-08-16) As per Part 2, Sec 2.6 - Basis for Canada's Ownership of Intellectual Property - Canada to Own Intellectual Property Rights in Foreground Information

4012 (2012-07-16) Supplemental General Conditions - Goods - Higher Complexity

7.3 Security Requirements

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. This contract includes access to Controlled Goods. Prior to access, the contractor must be registered in the Controlled Goods Program of Public Works and Government Services Canada (PWGSC).
3. The Contractor/Offeror personnel requiring access to sensitive work site(s) must each, at all times during the performance of the Contract/Standing Offer, hold a valid personnel security screening at the level of SECRET, granted or approved by CISD/PWGSC.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex "C"
 - (b) Industrial Security Manual (Latest Edition).

7.4. Period of the Contract

The period of the Contract is five (5) years from date of Contract to TBD inclusive

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7.4.1 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to five (5) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in Annex "B" Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least one hundred twenty (120) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

The Performance Management Framework (PMF), as outlined in Annex "J" will be utilized to determine whether or not option year(s) will be exercised by Canada. However, regardless of contractor performance under the PMF, Canada reserves the right to not exercise any option year, at its discretion.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Michael McLaughlin
Title: Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch

Telephone: Tel: (873) 353-7592
E-mail address: michael.mclaughlin@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.

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7.5.2 Project Authority

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

The Project 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 Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.3 Procurement Authority

The Procurement Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

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

7.5.4 Contractor's Representative

Name and telephone number of the person responsible for:

General enquiries

Name: _____
Telephone: _____
Facsimile: _____
E-mail: _____

Delivery follow-up

Name: _____
Telephone: _____
Facsimile: _____
Facsimile: _____

7.6 Payment

7.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid in accordance with Annex "B" Basis of Payment. Customs, duties and transportation are included and Applicable Taxes are extra.

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

Task Authorizations

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

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

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

7.6.2 Method of Payment - Progress Payment Claim and Invoicing Instructions

As outlined in Annex "A" Statement of work (SOW), all Calibration (3.2), Repair (3.3) and Program Management Work (4.0) will be paid by Progress Payment Claim, on a Monthly basis, under the payment provisions outlined in Annex "B" basis of Payment.

1. The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment.
2. Canada will make monthly progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to 90 percent of the amount claimed and approved by Canada if:
 - 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. the amount claimed is in accordance with the basis of payment;
 - c. the total amount for all progress payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Contract;
 - d. all certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives.

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

7.6.3 Progress Payment Claim - Supporting Documentation required

1. The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment.
Each claim must show:
- all information required on form [PWGSC-TPSGC 1111](#);
 - all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
 - a list of all expenses;
 - expenditures plus pro-rated profit or fee;
 - the description and value of the milestone claimed as detailed in the Contract.

Each claim must be supported by:

- a copy of time sheets to support the time claimed;
 - a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
 - a copy of the monthly progress report.
2. Applicable Taxes must be calculated on the total amount of the claim before the 10% holdback is applied. At the time the 10 % holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
3. The Contractor must prepare and certify one original and two (2) copies of the claim on form [PWGSC-TPSGC 1111](#), and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.
The Project Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
4. The Contractor must not submit claims until all work identified in the claim is completed.

7.6.4 Basis of Payment - Firm Lot Price - Task Authorizations

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

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

7.6.4.1 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of **\$(to be inserted at contract award)** Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.6.4.2 Canada's Obligation - Portion of the Work - Task Authorizations

[B9031C](#) (2011-05-16) Canada's Obligation - Portion of the Work - Task Authorizations

7.6.5 Limitation of Price

[C6000C](#) (2017-08-17) Limitation of Price

7.6.6 Single Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

7.6.7 General Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the 2035 general conditions.
2. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.

7.6.8 SACC Manual Clauses

[A9117C](#) (2007-11-30) T1204 – Direct Request by Customer Department
[C0300C](#) (2014-06-26) Cost Submission – Contract Cost Principles 1031-2
[C0305C](#) (2014-06-26) Cost Submission - Limitation of Expenditure or Ceiling Price
[C0307C](#) (2014-06-26) Cost Submission - Repair and Overhaul
[C2801C](#) (2017-08-17) Priority Rating - Canadian-based Contractors
[A9062C](#) (2011-05-16) Canadian Forces Site Regulations
[B4060C](#) (2011-05-16) Controlled Goods
[D5540C](#) (2019-05-30) ISO 9001:2008 - Quality Management Systems - Requirements (QAC Q)
[D5510C](#) (2017-08-17) Quality Assurance Authority (DND) - Canadian-based Contractor
[D5515C](#) (2010-01-11) Quality Assurance Authority (DND) - Foreign-based and United States Contractor
[D5606C](#) (2017-11-28) Release Documents (DND) - Canadian-based Contractor
[D5604C](#) (2008-12-12) Release Documents (DND) - Foreign-based Contractor
[D5605C](#) (2010-01-11) Release Documents (DND) - United States-based Contractor
[L5001C](#) (2008-05-12) Surplus Government Property
[C0705C](#) (2010-01-11) Discretionary Audit
[C0711C](#) (2008-05-12) Time Verification
[A9051C](#) (2014-03-01) Existing Technical Publications – Translation
[B4057C](#) (2017-11-28) Technical publications: Manuals — Contract
[B4058C](#) (2014-06-26) Publications: Specifications and standards
[B4059C](#) (2008-05-12) Government Supplied Technical Documents
[B4068C](#) (2008-05-12) Government Review Period for Publications

D5544C (2019-10-15) Laboratories - ISO/IEC 17025:2017) - Amended

In the performance of the Work described in the Contract, the Contractor must conform to the requirements of:

ISO/IEC 17025:2017 General requirements for the competence of testing and calibration laboratories.

The Contractor is required to be registered to the applicable standard (*ISO/IEC 17025:2017 or ISO/IEC 17025:2005*).

Note to bidders: Contractors registered to ISO/IEC 17025:2005, MUST be registered to 17025:2017 prior to 30 November 2020.

D5402C (2010-01-11) Quality Plan

No later than 20 working days after the effective date of the Contract, the Contractor must submit for acceptance by the Department of National Defence (DND) a Quality Plan prepared according to the latest issue (at contract date) of *ISO 10005:2005 "Quality management systems - Guidelines for quality plans"*. The Quality Plan must describe how the Contractor will conform to the specified quality requirements of the Contract and specify how the required quality activities are to be carried out, including quality assurance of subcontractors. The Contractor must include a traceability matrix from the elements of the specified quality requirements to the corresponding paragraphs in the Quality Plan.

The documents referenced in the Quality Plan must be made available when requested by Public Works and Government Services Canada or DND.

If the Quality Plan was submitted as part of the bidding process, the Contractor must review and, where appropriate, revise the submitted plan to reflect any changes in requirements or planning which may have occurred as a result of pre-contract negotiations.

Upon acceptance of the Quality Plan by DND, the Contractor must implement the Quality Plan. The Contractor must make appropriate amendments to the Quality Plan throughout the term of the contract to reflect current and planned quality activities. Amendments to the Quality Plan must be acceptable to DND.

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

7.6.9 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

7.7 Certifications and Additional Information

7.7.1 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.

7.8 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.

7.9 Applicable Laws

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

7.10 Priority of Documents

If there is a discrepancy between the wordings 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) Supplemental general conditions 4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information.
- (c) Supplemental general conditions [4007](#) (2010-08-16) as per 2.6 - Basis for Canada's Ownership of Intellectual Property - Canada to Own Intellectual Property Rights in Foreground Information
- (d) General conditions 2035 (2018-06-21) General Conditions - Higher Complexity – Services
General condition [R2830D](#) (2018-06-21) 3: Execution and control of the work
- (e) Annex A, Statement of Work
- (f) Annex B, Basis of Payment;
- (g) Annex G, Technical Evaluation
- (h) Annex J, Performance Management Framework
- (i) Annex C, Security Requirements Check List
- (j) Annex D, Federal Contractors Program for Employment Equity certification
- (k) Annex E, Insurance Requirements
- (l) The signed Task Authorizations (including all of its annexes, amendments)
- (m) The Contractor's bid dated _____, (*insert date of bid*)

7.11 Defence Contract

SACC *Manual* clause [A9006C](#) (2012-07-16) Defence Contract
SACC *Manual* clause [A9062C](#) (2011-05-16) Canadian Forces Site Regulations
SACC *Manual* clause [B1501C](#) (2018-06-21) Electrical equipment

7.12 Foreign Nationals (Canadian Contractor)

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

7.13 Insurance

SACC *Manual* clause [G1005C](#) (2016-01-28) Insurance - No Specific Requirement

7.14 Controlled Goods Program

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

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

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ANNEX "A"

STATEMENT OF WORK

(See attachment)

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ANNEX "B"

BASIS OF PAYMENT

(See attachment)

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ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

(See attachment)

ANNEX "D" 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)

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ANNEX "F"

TASK AUTHORIZATION FORM DND 626

https://buyandsell.gc.ca/cds/public/2018/09/27/5908e55f5072c4d16fb1e22f8c310f99/ABES.PROD.PW_BQ.B137.B27004.ATTA003.PDF

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ANNEX "G"

Technical Evaluation Plan

(See attachment)

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ANNEX “J”

Performance Management Framework

(See attachment)

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ANNEX "K" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

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

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ANNEX "L"

Financial Evaluation Grid

(See attachment)