



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

Please use epost Connect
Veuillez utiliser le serviceConnex

**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 Multi-Cal Rifle System	
Solicitation No. - N° de l'invitation W8476-196090/B	Date 2020-08-31
Client Reference No. - N° de référence du client W8476-196090	
GETS Reference No. - N° de référence de SEAG PW-\$\$BM-030-27872	
File No. - N° de dossier 030bm.W8476-196090	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-10-30	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input checked="" type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Mosher, Jeff	Buyer Id - Id de l'acheteur 030bm
Telephone No. - N° de téléphone (819) 420-1748 ()	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

Weapons Systems Division/Division des systèmes d'arme
11 Laurier St. / 11, rue Laurier
8C2, Place du Portage
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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION.....	3
1.2 SUMMARY	3
1.3 DEBRIEFINGS	3
PART 2 - BIDDER INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF BIDS – EPOST CONNECT ONLY	4
2.3 FORMER PUBLIC SERVANT.....	5
2.4 ENQUIRIES - BID SOLICITATION.....	5
2.5 APPLICABLE LAWS.....	5
2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD	5
2.7 BIDDERS' CONFERENCE.....	5
2.8 OPTIONAL SITE VISIT.....	5
2.9 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY	6
2.10 BID CHALLENGE AND RECOURSE MECHANISMS.....	6
PART 3 - BID PREPARATION INSTRUCTIONS.....	7
3.1 BID PREPARATION INSTRUCTIONS	7
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	9
4.1 EVALUATION PROCEDURES.....	9
4.2 BASIS OF SELECTION.....	13
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	14
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	14
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	14
PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS.....	16
6.1 SECURITY REQUIREMENTS	16
6.2 FINANCIAL CAPABILITY	16
6.3 BID FINANCIAL SECURITY.....	16
6.4 CONTROLLED GOODS REQUIREMENT.....	16
6.5 INSURANCE REQUIREMENTS	16
PART 7 - RESULTING CONTRACT CLAUSES	17
7.1 STATEMENT OF WORK.....	17
7.2 STANDARD CLAUSES AND CONDITIONS.....	19
7.3 SECURITY REQUIREMENTS	19
7.4 TERM OF CONTRACT	19
7.5 AUTHORITIES	20
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	22
7.7 PAYMENT	22
7.8 INVOICING INSTRUCTIONS	24
7.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	24
7.10 APPLICABLE LAWS.....	25
7.11 PRIORITY OF DOCUMENTS	25
7.12 DEFENCE CONTRACT	25

Solicitation No. - N° de l'invitation
W8476-196090/A
Client Ref. No. - N° de réf. du client
W8476-196090

Amd. No. - N° de la modif.
File No. - N° du dossier
030BM. W8476-196090

Buyer ID - Id de l'acheteur
030bm
CCC No./N° CCC - FMS No./N° VME

7.13 FOREIGN NATIONALS (CANADIAN CONTRACTOR OR FOREIGN CONTRACTOR)	25
7.14 INSURANCE	25
7.15 CONTROLLED GOODS PROGRAM.....	25
7.16 LIMITATION OF LIABILITY	25
7.17 SACC MANUAL CLAUSES	26
7.18 SHIPPING INSTRUCTIONS	26
7.19 CUSTOMS DUTIES - CONTRACTOR IMPORTER.....	26
7.20 PREPARATION FOR DELIVERY	26
7.21 GOVERNMENT FURNISHED EQUIPMENT.....	27
7.22 DISPUTE RESOLUTION.....	27

List of Annexes

- Annex "A" Basis of Payment
- Annex "B" Statement of Work
 - Annex "B" Appendix 1 CDRLs
 - Annex "B" Appendix 2 DIDs
 - Annex "B" Appendix 3 Process Flow
 - Annex "B" Appendix 4 SAT
 - Annex "B" Appendix 4 Attachment 1 SAT Procedures
 - Annex "B" Appendix 4 Attachment 2 Precision and Accuracy Demonstration
- Annex "C" Mandatory Technical Requirements
- Annex "D" Technical Instructions to Bidders
 - Annex "D" Appendix 1 Compliance Matrix
 - Annex "D" Appendix 2 Compliance Verification Checklist
 - Annex "D" Appendix 3 Evaluation Procedures
 - Annex "D" Appendix 3 Attachment 1 Precision and Accuracy Demonstration
 - Annex "D" Appendix 3 Attachment 2 Endurance and Precision Testing
- Annex "E" Statement of Work – Pre-Production Sample
- Annex "F" to Part 3 of the Bid Solicitation - Electronic Payment Instruments
- Annex "G" to Part 5 of the Bid Solicitation - Federal Contractors Program for Employment Equity – Certification
- Annex "H" Task Authorization Form DND 626

PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus annexes and appendices, 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 Basis of Payment, the Statement of Work, the Mandatory Technical Requirements, the Technical Instructions to Bidders, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Task Authorization Form DND 626, and any appendices.

The Phased Bid Compliance Process applies to this requirement.

1.2 Summary

- 1.2.1 The Department of National Defence (DND) has a firm requirement for two hundred twenty nine (229) multi calibre sniper rifles and accessories, plus optional quantities as detailed under Part 7, Para 7.1 of the bid solicitation..
- 1.2.2 The requirement is subject to the Canadian Free Trade Agreement (CFTA).
- 1.2.3 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 Annex "G" to Part 5 of the Bid Solicitation -Federal Contractors Program for Employment Equity - Certification.
- 1.2.4 Bidders must use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically; absolutely no physical submissions are permitted at this time due to COVID-19. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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 will be available in writing only.

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 \(SACC Manual\)](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](#) (2020-05-28), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: "Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

Insert: "Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors. For the sole purpose of conducting the Bid Evaluation and to determine overall scores to perform the requirement, the terms "Bidder" and "Bidders" refer to the main Bidder of the Prime Contractor but will also include all subcontractors, partners of a formal partnership, members of an executed Teaming Agreement, and members of a Joint Venture formally established for the purposes of participating in the Bid.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 280 days

2.1.1 SACC Manual Clauses

B1000T (2014-06-26), Condition of Material - Bid

2.2 Submission of Bids – epost Connect ONLY

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) -- via epost Connect only due to COVID-19 -- by the date, time and place indicated in the bid solicitation.

Note: Bidders using epost Connect for this bid closing at the Bid Receiving Unit in the National Capital Region (NCR) must use the following email address:

tpsgc.dgareceptiondessomissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the Bidder is using its own licensing agreement for epost Connect. Step one of the two-step epost Connect process is to send an email to the above address and this first step should be initiated a few days in advance of any submission deadline.

2.3 Former Public Servant

Not Applicable (N/A)

2.4 Enquiries - Bid Solicitation

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

2.5 Applicable Laws

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

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

2.6 Improvement of Requirement During Solicitation Period

Should Bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, Bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular Bidder will be given consideration provided they are submitted to the Contracting Authority at least 15 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 Bidders' Conference

N/A

2.8 Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the test site. Arrangements have been made for the site visit to be held at **4570 Drouin Rd, Clarence-Rockland, ON K0A 4K7, Canada**, on **time to be determined at a later date**. The site visit will begin at 0900 AM EST.

Due to ongoing restrictions caused by the COVID-19 pandemic, Bidders may not be allowed to access the test facility, and therefore will be asked to participate during Bid Evaluation testing via video.

Bidders will be requested to sign an attendance sheet. No alternative appointment will be given to Bidders who do not attend or do not send a representative. Bidders who do not participate in the visit will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

Solicitation No. - N° de l'invitation
W8476-196090/A
Client Ref. No. - N° de réf. du client
W8476-196090

Amd. No. - N° de la modif.
File No. - N° du dossier
030BM. W8476-196090

Buyer ID - Id de l'acheteur
030bm
CCC No./N° CCC - FMS No./N° VME

2.9 Basis for Canada's Ownership of Intellectual Property

N/A

2.10 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority, Canada's Buy and Sell website, under the heading "Bid Challenge and Recourse Mechanisms" contains information on potential complaint bodies such as:
- Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its electronic bid in accordance with section 08 of the 2003, Standard Instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

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

Due to the nature of the bid solicitation (and due to COVID-19), only bids transmitted by e-post Connect service to PWGSC can be accepted.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability 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.

Bidders should refer to Annex "D" Technical Instructions to Bidders and complete and submit with their bid the following:

- a) Annex "D", Appendix 1 Compliance Matrix

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with Annex "A" Basis of Payment, and complete Tables 1 through 5.

Applicable Taxes must be shown separately, if applicable.

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "F" to Part 3 of the Bid Solicitation - Electronic Payment Instruments, to identify which ones are accepted.

If Annex "F" to Part 3 of the Bid Solicitation - 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

SACC Manual Clause C3010T (2014-11-27), 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.

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada which may include contractors will evaluate the bids.
- (c) Unless otherwise set out in this Request for Proposal (RFP), Canada may conduct steps in the evaluation process in any order it wishes, including carrying out steps in parallel.
- (d) Canada will use the Phased Bid Compliance Process (PBCP) described below.

4.1.1 Phased Bid Compliance Process

4.1.1.1 General

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

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

REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

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

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

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

4.1.1.2 Phase I: Financial Bid

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

4.1.1.3 Phase II: Technical Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.

-
- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.1.1.4 Phase III: Final Evaluation of the Bid

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

4.1.2 Technical Evaluation

4.1.2.1 Mandatory Technical Criteria

The mandatory technical evaluation criteria are included in Annex "C" Mandatory Technical Requirements.

The Phased Bid Compliance Process will apply to all mandatory technical criteria.

4.1.3 Financial Evaluation

4.1.3.1 Mandatory Financial Criteria

SACC Manual Clause [A0222T](#) (2014-06-26), Evaluation of Price - Canadian / Foreign Bidders

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive.

The three (3) responsive bids with the lowest evaluated price will be recommended for award of a contract for three (3) Pre-Production Sample (PPS) rifle systems and spare parts each, and will be requested to submit these for further evaluation trials described in Annex "D" Appendix 3 Evaluation Procedures.

Of these three (3) responsive bids, the Bidder determined as the responsive Bidder with the overall lowest evaluated total cost and having passed mandatory technical testing criteria in accordance with Annex "D" Appendix 3 Evaluation Procedures will be recommended for the issuance of a contract as detailed under Part 7 of the bid solicitation.

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

N/A

5.1.2.2 Set-aside for Aboriginal Business

N/A

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](#)

Solicitation No. - N° de l'invitation
W8476-196090/A
Client Ref. No. - N° de réf. du client
W8476-196090

Amd. No. - N° de la modif.
File No. - N° du dossier
030BM. W8476-196090

Buyer ID - Id de l'acheteur
030bm
CCC No./N° CCC - FMS No./N° VME

[Development Canada \(ESDC\) - Labour's website \(https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#\)](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 "G" to Part 5 of the Bid Solicitation - 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 "G" to Part 5 of the Bid Solicitation - Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Canadian Content Certification

N/A

5.2.3.2 Status and Availability of Resources

N/A

5.2.3.3 Rate or Price Certification

N/A

5.2.3.4 Education and Experience

N/A

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

6.1.1 Before award of a contract, 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;

6.1.2 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

N/A

6.3 Bid Financial Security

N/A

6.4 Controlled Goods Requirement

SACC *Manual* Clause [A9130T](#) (2019-11-28) Controlled Goods Program - Bid

6.5 Insurance Requirements

N/A

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 Statement of Work at Annex "B".

7.1.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex "A" Basis of Payment Table 4 Optional Quantities, of the Contract 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.

7.1.2 Task Authorization – Spare Parts

7.1.2.1 Task Authorization Process

SACC Manual Clause B9054C (2014-06-26)

Task Authorization:

The Work or 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.

Task Authorization Process:

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization Form for non-DND clients" or "DND 626, Task Authorization Form" or "Task Authorization" form specified in Annex "H".
2. The 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 Project Authority, within 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

SACC Manual Clause C9011C (2014-06-26)

The Project Authority may authorize individual task authorizations up to a limit of \$25,000, 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.

7.1.2.3 Task Authorization - Order of Ranking

N/A

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

SACC Manual Clause B9031C (2011-05-16)

7.1.2.5 Periodic Usage Reports - Contracts with Task Authorizations

SACC Manual Clause B9056C (2013-04-25)

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

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

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

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th 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 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.

7.1.2.6 Task Authorization - Department of National Defence

SACC Manual Clause B9051C (2011-05-16)

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.

7.1.2.7 Procedure for Design Change or Additional Work

SACC Manual Clause B5007C (2010-01-11), Procedure for Design Change or Additional Work

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 \(SACC Manual\)](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

[2030](#) (2020-05-28), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

7.3 Security Requirements

There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

7.4.1.1 The period of the production Contract is from date of Contract to 31 December 2022 inclusive.

7.4.2 Delivery Date

7.4.2.1 For items detailed in Annex "A" Basis of Payment Table 1, Pre-Production Sample (PPS) Rifles, all the deliverables must be received no later than 90 days after contract award.

7.4.2.2 For items 022, 023, 024, 025 and 026 (System Acceptance Tests rifle systems) detailed in Annex "A" Basis of Payment Table 2, Multi Calibre Sniper Weapon Firm Quantities, all the deliverables must be received no later than 120 days after contract award.

7.4.2.3 For items 001 thru 021 and 027 thru 031 detailed in Annex "A" Basis of Payment Table 2, Multi Calibre Sniper Weapon Firm Quantities, all the deliverables must be received no later than 158 days after receipt of order.

7.4.2.4 For items detailed in Annex "A" Basis of Payment Table 3, Multi Calibre Sniper Weapon Spare Parts, all the deliverables must be received no later than 90 days after receipt of order.

7.4.2.5 For items detailed in Annex "A" Basis of Payment Table 4, Optional Quantities, all the deliverables must be received no later than 158 days after receipt of order.

7.4.3 Option to Extend the Contract

N/A

7.4.4 Comprehensive Land Claims Agreements (CLCAs)

N/A

Solicitation No. - N° de l'invitation
W8476-196090/A
Client Ref. No. - N° de réf. du client
W8476-196090

Amd. No. - N° de la modif.
File No. - N° du dossier
030BM. W8476-196090

Buyer ID - Id de l'acheteur
030bm
CCC No./N° CCC - FMS No./N° VME

7.4.5 Delivery Points

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

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

(a) 25 CF Supply Depot Montreal
Montreal, QC.
514-252-2777, ext. 2363
25dfactrafficrdv@forces.gc.ca

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jeff Mosher
Title: Contract Authority
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Electronics, Munitions and Tactical Systems Procurement

Address: 11 Laurier St.
Gatineau, Quebec
K1A 0S5
Canada
Building Portage III
Floor 8C2

Telephone: 819-420-1748
E-mail address: Jeff.mosher@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.

7.5.2 Project Authority

[The Project Authority will be identified upon Contract award.]

The Project Authority for the Contract is:

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

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

Solicitation No. - N° de l'invitation
W8476-196090/A
Client Ref. No. - N° de réf. du client
W8476-196090

Amd. No. - N° de la modif.
File No. - N° du dossier
030BM. W8476-196090

Buyer ID - Id de l'acheteur
030bm
CCC No./N° CCC - FMS No./N° VME

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 will be identified upon Contract award.]

The Procurement Authority for the Contract is:

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

Telephone: ____ - ____ - ____
E-mail: _____

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 Technical Authority

[The Technical Authority will be identified upon Contract award.]

The Technical Authority for the Contract is:

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

Telephone: ____ - ____ - ____
E-mail: _____

The Technical Authority named above 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.

7.5.5 Quality Assurance Authority

[The Quality Assurance Authority will be identified upon Contract award.]

The Quality Assurance Authority for the Contract is:

Solicitation No. - N° de l'invitation
W8476-196090/A
Client Ref. No. - N° de réf. du client
W8476-196090

Amd. No. - N° de la modif.
File No. - N° du dossier
030BM. W8476-196090

Buyer ID - Id de l'acheteur
030bm
CCC No./N° CCC - FMS No./N° VME

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

Telephone: ____ - ____ - ____
E-mail: _____

7.5.6 Contractor's Representative

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

Telephone: ____ - ____ - ____
E-mail: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

N/A

7.7 Payment

7.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex "A" for a cost of \$ _____.
Customs duties are subject to exemption and Applicable Taxes are extra, if applicable.

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.

7.7.2 Limitation of Price

SACC Manual Clause [C6000C](#) (2017-08-17), Limitation of Price

7.7.3 Multiple Payments

SACC Manual Clause H1001C (2008-05-12), Multiple Payments

7.7.4 Basis of Payment for Task Authorizations

7.7.4.1 The Contractor may submit a "Firm Price", a "Ceiling Price" or a "Limitation of Expenditure" quote to the DND Requisitioning Authority. The Contractor shall be paid in accordance with the Annex "A" Basis of Payment of this contract. For each of the above cases, the following clauses must be completed and added to the task authorization form.

7.7.4.1.1 For a "Firm Price" quote:

SACC Manual Clause C0207C (2013-04-25), Basis of Payment - Firm Price or Firm Lot Price; and
SACC Manual Clause C6000C (2017-08-17), Limitation of Price;

7.7.4.1.2 For a "Ceiling Price" quote:

SACC Manual Clause C1200C (2017-08-17), Basis of Payment - Ceiling Price; and

SACC Manual Clause C6000C (2017-08-17), Limitation of Price;

7.7.4.1.3 For a "Limitation of Expenditure" quote:

SACC Manual Clause C0206C (2017-08-17), Basis of Payment - Limitation of Expenditure; and

SACC Manual Clause C6001C (2017-08-17), Limitation of Expenditure.

7.7.4.2 Multiple Payments

SACC Manual Clause H1001C (2008-05-12)

7.7.4.3 Single Payment

SACC Manual Clause H1000C (2008-05-12)

7.7.4.4 Invoicing Instructions - Progress Payment Claim - Supporting Documentation Required

SACC Manual Clause H3022C (2016-01-28)

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

Each claim must show:

- a. all information required on form [PWGSC-TPSGC 1111](#);
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions.

Each claim must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
 - c. a copy of the monthly progress report.
2. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
 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 Procurement Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place. The Procurement 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

7.7.5 SACC Manual Clauses

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

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

C0305C (2014-06-26), Cost Submission - Limitation of Expenditure or Ceiling Price

Solicitation No. - N° de l'invitation
W8476-196090/A
Client Ref. No. - N° de réf. du client
W8476-196090

Amd. No. - N° de la modif.
File No. - N° du dossier
030BM. W8476-196090

Buyer ID - Id de l'acheteur
030bm
CCC No./N° CCC - FMS No./N° VME

H4500C (2010-01-11), Lien - Section 427 of the Bank Act
C3015C (2017-08-17), Exchange rate fluctuation adjustment

7.7.6 Electronic Payment of Invoices – Contract

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

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

7.7.7 Discretionary Audit

SACC Manual Clause C0705C (2010-01-11)

7.7.8 Time Verification

SACC Manual Clause C0710C (2007-11-30)

7.8 Invoicing Instructions

SACC Manual Clause H5001C (2008-12-12)

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

Department of National Defence
Mgen George R. Pearkes Bldg
101 Colonel By Drive
Ottawa, Ontario
Canada
K1A 0K2

ATTN: DLP 3-4-3 (National Printing Bureau)

7.9 Certifications and Additional Information

7.9.1 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.

7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.9.3 Existing Technical Publications - Translation

The Contractor grants to Canada a non-exclusive, perpetual, irrevocable and royalty-free license to translate and reproduce for government use all or any part of the technical publications supplied with the equipment delivered under the Contract. Copyright in the translation made by Canada or by independent contractors engaged by Canada will belong to Canada.

7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ [*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable.*]

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the 2030 (2020-05-28), General Conditions - Higher Complexity – Goods;
- (c) Annex “A” Basis of Payment;
- (d) Annex “B” Statement of Work;
- (e) Annex “C” Mandatory Technical Requirements;
- (f) Annex “D” Technical Instructions to Bidders;
- (g) Annex “E” Statement of Work – Pre-Production Sample;
- (h) Annex “F” to Part 3 of the Bid Solicitation - Electronic Payment Instruments;
- (i) Annex “G” to Part 5 of the Bid Solicitation - Federal Contractors Program for Employment Equity – Certification;
- (j) the Contractor's bid dated _____, as clarified on _____ and as amended on _____.

7.12 Defence Contract

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

7.13 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

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

OR

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

7.14 Insurance

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

7.15 Controlled Goods Program

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

SACC Manual Clause [B4060C](#) (2011-05-16), Controlled Goods Program

7.16 Limitation of Liability

N/A

7.17 SACC Manual Clauses

B4034C (2006-06-16), Lot Acceptance Test
B7010C (2008-05-12), Marking and Labelling
B7500C (2006-06-16), Excess Goods
C2800C (2013-01-28), Priority Rating
C2801C (2017-08-17), Priority Rating Canadian-based Contractors
C4005C (2018-04-17), Travel and Living Expenses - National Joint Council Travel Directive
D2025C (2017-08-17), Wood Packaging Materials
D3016C (2014-09-25), Preparation for Delivery - Canadian Forces Packaging Specifications
D3018C (2014-09-25), Packaging Requirements using Specification D-LM-008-036/SF-000
D5505C (2007-11-30), Quality Assurance Document
D5510C (2017-08-17), Quality assurance authority (Department of National Defence): Canadian-based contractor
D5515C (2010-01-11), Quality Assurance Authority (Department of National Defence) - Foreign-based and United States Contractor
D5540C (2019-05-30), ISO 9001:2015 Quality Management Systems - Requirements (Quality Assurance Code Q)
D5604C (2008-12-12) Release Documents (Department of National Defence) - Foreign-based Contractor
D5605C (2010-01-11) Release Documents (Department of National Defence) - United States-based Contractor
D5606C (2017-11-28), Release Documents (Department of National Defence), Canadian-based contractor
D5620C (2012-07-16), Release Documents Distribution
D6010C (2007-11-30), Palletization
D9002C (2007-11-30), Incomplete Assemblies
L0003C (2008-05-12), Special Production Tooling and Special Test Equipment

7.18 Shipping Instructions

D0035C (2020-07-01), Shipping instructions (Department of National Defence): Foreign-based contractors

D0037C (2016-01-28), Shipping Instructions (Department of National Defence), Canadian-based Contractor

7.19 Customs Duties - Contractor Importer

7.19.1 As the goods to be supplied under the Contract are defence supplies, customs duties on importation to Canada may be remitted under the Tariff Item Number 9982.00.00 of the Schedule to the Customs Tariff.

7.19.2 Remission of customs duties payable may be granted under the Tariff Item Number 9982.00.00 when the total contract value of the defence supplies is C\$250,000 or more. This reflects the import value of the goods plus the duty that would be applicable in the absence of the Customs Tariff.

7.19.3 The Contractor will be responsible for prearranging remission on importation or for paying customs duties on importation and applying to Canada Border Services Agency for a refund.

7.20 Preparation for Delivery

The Contractor must prepare items for delivery in accordance with the latest issue of the Canadian Forces Packaging Specifications D-LM-008-027/SF-001, Small Arms Weapons.

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

The Contractor must package items in quantities of 1 by Package.

7.21 Government Furnished Equipment

7.21.1 The Government Furnished Equipment (GFE) listed in Annex "B" Statement of Work will be supplied by Canada to the Contractor for the purpose of incorporation into the Work and will be subject to the conditions listed below. Requirements above these allocations must be approved by the Technical Authority a minimum of 1 month in advance of the requirement.

7.21.2 GFE shall not be disposed of without the written approval of the Contracting Authority.

7.21.3 GFE is the property of the Government of Canada. In the event consent for the disposition is given by the Contracting Authority, the Contractor shall maintain records of the disposition of all GFE, such records to be delivered to the Contracting Authority upon request.

7.21.4 The GFE shall be supplied to the Contractor by Canada without charge.

7.21.5 In the event of problems with the GFE supplied, the Contractor shall advise the Contracting Authority immediately, identifying the specific problem. Should the Contractor proceed without guidance from the Contracting Authority, any Costs incurred, and loss GFE shall be at the Contractor's expense.

7.21.6 Canada will not pay for Work performed on any GFE that is damaged or lost while under the Contractor's care.

7.21.7 The Contractor shall return to Canada all empties (metal boxes and fired cartridge cases) and salvage (all other packing pieces) that are accumulated as a result of the consumption of the GFE listed above (if applicable).

7.21.8 Return of GFE

7.21.8.1 The Contractor must return all GFE provided by Canada during the course of the Contract no later than 6 months before completion of the Contract, or earlier if so requested by the Contracting Authority.

7.22 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".