



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des
soumissions – TPSGC

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal To: Public Works and Government
Services Canada

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

Proposition aux: Travaux Publics et Services
Gouvernementaux Canada

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Civilian Aircraft Division/Division des Avions Civils
Portage III 7C2 - 50

11 Laurier St./11 rue Laurier

Gatineau

Québec

K1A 0S5

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| Title - Sujet MARITIME SURVEILLANCE SYSTEM 6000 Maritime Surveillance Integrated Mission System (MSIMS) and the upgrading of thr | |
| Solicitation No. - N° de l'invitation T8493-190015/C | Date 2020-12-18 |
| Client Reference No. - N° de référence du client T8493-190015 | |
| GETS Reference No. - N° de référence de SEAG PW-\$CAG-005-28033 | |
| File No. - N° de dossier 005cag.T8493-190015 | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2021-02-10 Heure Normale du l'Est HNE | |
| 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: Wallingford, Carol | Buyer Id - Id de l'acheteur 005cag |
| Telephone No. - N° de téléphone (343) 572-1818 () | FAX No. - N° de FAX () - |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF TRANSPORT 200 COMET PRIVATE AIRCRAFT SERVICES DIRECTORATE OTTAWA Ontario K1V9B2 Canada | |

Instructions: See Herein

Instructions: Voir aux présentes

| | |
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| Delivery Required - Livraison exigée See Herein – Voir ci-inclus | 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 |

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Solicitation No. - N° de l'invitation
T8493-190015/C
Client Ref. No. - N° de réf. du client
T8493-190015

Amd. No. - N° de la modif.
File No. - N° du dossier
005CAG.T8493-190015

Buyer ID - Id de l'acheteur
005CAG
CCC No./N° CCC - FMS No./N° VME

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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, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the Task Authorization Form and any other annexes.

1.2 Summary

Acquisition of a Maritime Surveillance Integrated Mission System (MSIMS) and the upgrading of three existing mission systems (currently MSS6000) to incorporate new high definition Wescam MX 15HD Electro-Optical Infrared (EO/IR) Camera Systems.

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).

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.

The Work to be performed is detailed under Article 7.2 of the resulting contract clauses.

1.3 Security Requirements

There is no security requirement associated with this bid solicitation.

1.4 Debriefings

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

1.5 Phased Bid Compliance Process

The Phased Bid Compliance Process applies to this requirement.

1.6 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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

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

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

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

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-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.

2.3 Former Public Servant

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- name of former public servant;
- conditions of the lump sum payment incentive;
- date of termination of employment;
- amount of lump sum payment;
- rate of pay on which lump sum payment is based;
- period of lump sum payment including start date, end date and number of weeks;

- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

2.4 Enquiries - Bid Solicitation

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

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

2.5 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 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

- Due to Covid19 restrictions the Bidder should submit its bid electronically, Canada requests that the Bidder submits its 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
Section IV: Additional Information

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.
- Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:
 - (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
 - (b) use a numbering system that corresponds to the bid solicitation.

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with Annex C – Financial Proposal.



3.1.1 Electronic Payment of Invoices – Bid

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

If Annex “E” 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.

3.1.2 Exchange Rate Fluctuation

- 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.
- 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.
- 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).
- 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.

- Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

3.1.3 SACC Manual Clauses

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

4.1.1 Phased Bid Compliance Process (PBCP)

4.1.1.1 (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 (2020-05-28) 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 (2018-03-13) 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 (2018-03-13) 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 evaluated with the bid. Mandatory technical criteria that are not identified in the solicitation as being evaluated with the bid, 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 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 (2018-03-13) 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 (2017-07-31) Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Annex "D" – Bid Evaluation Criteria.

Proposals must comply with each and every mandatory requirement. Any proposal which fails to meet any of the Mandatory Requirements will be deemed non-responsive and will not be given further consideration. Each requirement must be addressed separately.

One (1) copy of Page One (1) of this RFP must be signed by the Bidder or by an authorized representative of the Bidder. The Bidder's signature indicates acceptance of all the terms and conditions set out or referred to in this Request for Proposal.

Bidders must be aware that a proposal containing statement(s) implying that the proposal is conditional on modification of terms and conditions of the RFP (which includes Annexes and all Appendices) or containing terms and conditions that supersede the terms and conditions of the RFP will be considered non-responsive.

Bids will be evaluated solely on the information provided in each Bidder's submission.

It is the responsibility of the Bidder to obtain, from the Contracting Authority identified, any clarification of the requirement contained in the RFP prior to submitting its bid.

To facilitate bid preparation and bid evaluation, Bidders should prepare and submit compliance with Mandatory Requirements using the information and template provided in the Bid Evaluation Criteria at Annex D.

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

4.1.3 Financial Evaluation

4.1.3.1 Mandatory Financial Criteria

Bidders must submit their financial bid in accordance with the requirements detailed at ANNEX "C" - Financial Bid Proposal

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria.
2. Bids not meeting (a) or (b) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

| Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%) | | | | |
|---|------------------------------|-----------------------------|----------------------------|----------------------------|
| | | Bidder 1 | Bidder 2 | Bidder 3 |
| Overall Technical Score | | 115/135 | 89/135 | 92/135 |
| Bid Evaluated Price | | \$55,000.00 | \$50,000.00 | \$45,000.00 |
| Calculations | Technical Merit Score | $115/135 \times 60 = 51.11$ | $89/135 \times 60 = 39.56$ | $92/135 \times 60 = 40.89$ |
| | Pricing Score | $45/55 \times 40 = 32.73$ | $45/50 \times 40 = 36.00$ | $45/45 \times 40 = 40.00$ |
| Combined Rating | | 83.84 | 75.56 | 80.89 |
| Overall Rating | | 1st | 3rd | 2nd |

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real 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.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

There are no security requirements associated with this bid solicitation.

6.2 Financial Capability

SACC Manual clause [A9033T](#) (2012-07-16) Financial Capability, apply to and form part of the Contract.

6.3 Controlled Goods Requirement

SACC Manual clause [A9130T](#) (2019-11-28) Controlled Goods Program, apply to and form part of the Contract.

Prior to Canada shipping the MX15 HD to the Contractor, a supplier to supplier arrangement will need to be signed between the Contractor and L3 Harris.

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 Security Requirements

7.1.1 There is no security requirement applicable to the Contract.

7.2 Statement of Work

This requirement is for the acquisition of a Maritime Surveillance Integrated Mission System (MSIMS) and the upgrading of three mission systems (currently MSS6000) to incorporate new high definition MX 15HD Electro-Optical Infrared (EO/IR) Camera Systems.

The Contractor agrees to supply to Canada the goods and services described in the Contract, in accordance with Annex "A" – Statement of Work, excluding section 3.4 Optional Work.

7.2.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex "A" – Statement of Work, section 3.4 Optional Work 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. All options can be exercised on multiple amendments in increments of one (1) unit or greater, but not to exceed the option quantity.

7.2.2 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.

7.2.2.1 Task Authorization Process

1. The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization Form specified in Annex "G".
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 and methods of payment as specified in the Contract.
3. The Contractor must provide the Technical Authority, within 3 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 Technical 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.

7.2.2.2 Task Authorization Limit

The Technical Authority may authorize individual task authorizations up to a limit of \$25,000 CAD, Applicable Taxes included, inclusive of any revisions.

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

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

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

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

7.3.2 Supplemental General Conditions

4006 (16/08/2010) Contractor to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract will be for 3 years from the date of Contract Award.

7.4.2 Delivery Date

All the deliverables must be received on or before the time and date indicated in the Contract, or individual Task Authorization.

7.4.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 1 additional 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 the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor 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.

7.4.4 Delivery Points

Delivery of the requirement will be made to FOB Ottawa, Ontario.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Carol Wallingford
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Civilian Aircraft Division, LAEPSS
7C2, 11 Laurier Street, Gatineau, QC

E-mail address: Carol.Wallingford@pwgsc.gc.ca
Telephone: 343-572-1818

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 Technical Authority

The Technical Authority for the Contract is:

To be completed at contract award.

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.

7.5.3 Contractor's Representative

Name:

Title:

Organization:

Address:

Telephone: ____-____-____

Facsimile: ____-____-____

E-mail: _____.

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be

reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment

Attached at Annex "B" – Basis of Payment.

7.7.2 Limitation of Price

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.

7.7.3 Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

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

7.7.4 Basis of payment: Individual task authorizations

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

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

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

7.7.5 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)

7.7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

7.7.7 Exchange rate fluctuation adjustment

C3015C (2017-08-17), Exchange rate fluctuation adjustment, apply to and form part of the Contract.

7.8 Invoicing Instructions

7.8.1 Progress Payment Claim (Milestones)

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;
 - c. the description and value of the milestone claimed as detailed in the Contract.
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 Technical Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Technical 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.

7.8.2 Invoicing for Optional Goods and Task Authorizations

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Each invoice must be supported by (if applicable):
 - a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;

-
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses.
3. Invoices must be distributed as follows:
- a. The original and one (1) copy must be forwarded to the following address for certification and payment.
- Transport Canada
Aircraft Services Directorate
200 Comet Private
Ottawa ON, K1V 9B2
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

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 Delivery Inspection

Inspection and acceptance shall be carried out by and to the satisfaction of Canada at destination. The Contractor shall demonstrate to the satisfaction of the Technical Authority or his/her representative, that the equipment meets the specification as detailed under the Annex A. Any defects or damages noted during delivery inspection shall be documented. The Contractor shall be responsible for and assume all costs to repair any such defects or damages. Should the work or any portion thereof not be in accordance with the requirements of any resultant contract, the Technical Authority, or his/her authorized representative, shall have the right to reject it or to require its correction.

Any formal communication with the Contractor regarding the quality of the work shall be undertaken by the Technical Authority through the Contracting Authority.

7.9.4 Lien – Section 427 of the Bank Act

1. If any lien under section 427 of the [Bank Act](#), S.C. 1991, c. 46, exists in respect to any materials, parts, work-in-process, or finished work for which the Contractor intends to claim payment, the Contractor agrees to inform the Contracting Authority without delay and agrees, unless instructed otherwise by the Contracting Authority, either:

- a. to cause the bank to remove such lien and to provide the Contracting Authority with written confirmation from the bank; or,
 - b. to provide to the Contracting Authority an undertaking from the bank that the bank will not make any claim under section 427 of the [Bank Act](#) on materials, parts, work-in-process, or finished work in respect of which payment is made to the Contractor under the Contract.
2. Failure to inform the Contracting Authority of such lien or failure to implement paragraph 1(a) or (b) above will constitute default under the default section of the general conditions and will entitle Canada to terminate the Contract.

7.9.5 Rights to Reproduce Documentation

Where documentation deliverables provided by the Contractor, as described in the attached Statement of Work, represents or contains intellectual property owned by the Contractor, the Contractor shall ensure that the Crown shall have the right to reproduce and translate such documentation provided that such reproductions and translations shall be solely for the use of the Crown and that reproductions and translations shall be subject to the same restrictions on use and disclosure as may apply to the Contractor-owned documentation. The Crown is not obligated to provide any translated copy to the Contractor.

7.10 Applicable Laws

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

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 supplemental general conditions 4006 (16/08/2010) Contractor to Own Intellectual Property Rights in Foreground Information
- (c) the general conditions [2030](#) (28/05/2020), General Conditions - Goods (Higher Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the signed Task Authorizations (including all of its annexes, if any);
- (g) the Contractor's bid dated _____, as clarified on _____ " **or** ", as amended on _____

7.12 Insurance

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

7.13 Controlled Goods Program

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

7.14 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. For clarity, this clause shall not be interpreted to mean deemed consent or agreement by the parties enter into any alternative dispute resolution process.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

Solicitation No. - N° de l'invitation
T8493-190015/C
Client Ref. No. - N° de réf. du client
T8493-190015

Amd. No. - N° de la modif.
File No. - N° du dossier
005CAG.T8493-190015

Buyer ID - Id de l'acheteur
005CAG
CCC No./N° CCC - FMS No./N° VME

ANNEX "A" STATEMENT OF WORK

Attached

ANNEX "B" – BASIS OF PAYMENT

Table 1.

A) FIRM PRICES

1. DELIVERABLES

For the Work set out below, as further detailed in the SOW in Annex A:

| Deliverable Number | Deliverable Name | Deliverable Description | Amount (\$) | Estimated Delivery Date |
|--------------------|---|---|-------------------|-------------------------|
| 1.1 | Maritime Surveillance Integrated Mission System (MSIMS) | The MSIMS is an integrated sensor suite. It will consist of two Mission Workstations (MWS) that will be used by the Operators to conduct surveillance and pollution missions. The MSIMS controls all mission system sensors (GFE and non-GFE), the means to display their data, the integration of the sensor systems, and the permanent and temporary storage of data, the human-machine interfaces, and the interfaces with other aircraft systems (both physical and digital) as required. | <i>As per bid</i> | |
| 1.2 | Maritime Surveillance Radar | The MSIMS must include a fully integrated Maritime Surveillance Radar with synthetic aperture radar capability, 360 degree capability to identify targets at far standoff distances. | <i>As per bid</i> | |
| 1.3 | Technical Documentation | Electronic versions of all documentation will be provided. | <i>As per bid</i> | |
| 1.4 | Integration of MX-15HD to Mission Systems | Upgrading three existing MSS6000 mission systems and associated ground stations to support the full functionality and capabilities of newly acquired MX-15HD. | <i>As per bid</i> | |
| Total: | | | <i>As per bid</i> | |

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the

Contractor will be paid the all-inclusive firm prices as specified in this Table 1, for a cost of \$_(Amount to be inserted from Annex C – Total from Table 1). Customs duties 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.

Canada will make milestone payments, in accordance with below Schedule of Milestones subject to the Method of Payment and Invoicing provisions of the Contract in CAD\$.

Schedule of Milestones

| Milestone Number | Milestone Description | Percentage % of Contract Value | Amount (\$) | Estimated Delivery Date |
|------------------|--|--------------------------------|-------------|-------------------------|
| 1.0 | • Project kick-off, review of draft Interface Control Document (ICD), and review of detailed system architecture and functionality description | 8.0 % | \$ TBD | As per bid |
| | • Approval and delivery of Project Management Plan | | | |
| | • Preliminary Design Review (PDR) meeting for MSIMS minus Maritime Surveillance Radar, Provision of meeting minutes | | | |
| | • Delivery of a draft ICD for MSIMS minus Maritime Surveillance Radar | | | |
| 2.0 | • Critical Design Review (CDR) meeting for MSIMS minus Maritime Surveillance Radar, Provision of meeting minutes | 5.0 % | \$ TBD | As per bid |
| | • Delivery of a final ICD for MSIMS minus Maritime Surveillance Radar | | | |
| 3.0 | • PDR meeting for Maritime | 5.0 % | | |

| | | | | |
|-----|--|-------|--------|------------|
| | <p>Surveillance Radar Acquisition and integration with MSIMS, Provision of meeting minutes</p> <ul style="list-style-type: none"> • Delivery of a preliminary ICD for Maritime Surveillance Radar Acquisition and integration with MSIMS | | \$ TBD | As per bid |
| 4.0 | <ul style="list-style-type: none"> • CDR meeting for Maritime Surveillance Radar Acquisition and integration with MSIMS, Provision of meeting minutes • Delivery of a final Maritime Surveillance Radar ICD | 6.0 % | \$ TBD | As per Bid |
| 5.0 | <ul style="list-style-type: none"> • Delivery of an ICD for the Equipment / Avionics Rack • Delivery of all Test Plans | 2.0 % | \$ TBD | As per Bid |
| 6.0 | <ul style="list-style-type: none"> • Factory Acceptance of all hardware components (except Maritime Surveillance Radar) as specified in the SOW (MSIMS) | 10 % | \$ TBD | As per Bid |
| 7.0 | <ul style="list-style-type: none"> • Factory Acceptance Test (FAT) of the MSIMS which includes all the deliverables identified in the SOW (except Maritime Surveillance Radar) | 10 % | \$ TBD | As per Bid |
| 8.0 | <ul style="list-style-type: none"> • Commissioning (without radar), Ground Acceptance Test (GAT) - Successful completion of GAT of the MSIMS (minus the Maritime Surveillance Radar) which includes all the deliverables identified in the SOW • Commissioning (without radar) Flight Acceptance Test (FLT-AT) - Successful completion of FLT-AT of the MSIMS (minus the Surveillance Radar) which | 15 % | \$ TBD | As per Bid |

| | | | | |
|------|---|------|--------|------------|
| | includes all the deliverables identified in the SOW | | | |
| | <ul style="list-style-type: none"> Provision of system documentation (without radar) | | | |
| 9.0 | <ul style="list-style-type: none"> Factory Acceptance Test Maritime Surveillance Radar | 10 % | \$ TBD | As per Bid |
| 10.0 | <ul style="list-style-type: none"> Commissioning (with radar), GAT - Successful completion of GAT of the MSIMS with the Surveillance Radar as per deliverables identified in the SOW | 15 % | \$ TBD | As per Bid |
| | <ul style="list-style-type: none"> Commissioning (with radar), FLT-AT - Successful completion of FLT-AT of the MSIMS with the Surveillance Radar as per deliverables identified in the SOW | | | |
| | <ul style="list-style-type: none"> Provision of system documentation (with radar) | | | |
| 11.0 | <ul style="list-style-type: none"> PDR meeting – modification of existing mission systems and ground stations for MX-15HD integration | 2 % | \$TBD | As per bid |
| | <ul style="list-style-type: none"> Delivery of a preliminary ICD for upgrades to existing systems | | | |
| 12.0 | <ul style="list-style-type: none"> CDR meeting - modification of existing mission systems and ground stations for MX-15HD integration | 2 % | \$TBD | As per bid |
| | <ul style="list-style-type: none"> Delivery of a final ICD for upgrade | | | |
| 13.0 | <ul style="list-style-type: none"> Commissioning, GAT - Successful completion of GAT of the existing mission systems with new software as per | 10 % | | |

| | | | | |
|---------------|---|-------------|--------------|-------------------|
| | deliverables identified in the SOW | | \$TBD | As per bid |
| | <ul style="list-style-type: none"> Commissioning, FLT-AT - Successful completion of FLT-AT of the existing mission systems with new software as per deliverables identified in the SOW | | | |
| | <ul style="list-style-type: none"> Provision of system documentation with respect to modification of systems | | | |
| Total: | | 100% | \$TBD | As per bid |

2. OPTIONAL DELIVERABLES

Optional Deliverables must be exercised by the Contracting Authority through a contract amendment. All options can be exercised on multiple amendments in increments of one (1) unit or greater, but not to exceed the option quantity.

In consideration of the Contractor satisfactorily completing all of its obligations under the Optional Deliverables of the Contract, the Contractor will be paid the following all-inclusive firm prices subject to the Method of Payment and Invoicing provisions of the Contract. Customs duties 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. If applicable, the rates used to establish any design changes will be the same rates as used for AWR.

| Deliverable Number | Deliverable Description | Quantity | Amount\$ | Estimated Delivery Date |
|--------------------|---|--|----------|-------------------------|
| 2.1 | Additional Maritime Surveillance Radars | 3 | TBD | TBD |
| 2.2 | Initial Provisions to Support MSIMS | Recommended spare parts list as provided by Contractor | TBD | TBD |

Table 2.

3. ADDITIONAL WORK REQUIREMENTS

Additional Work Requirements (AWR) over and above the Milestones will be costed based on Table below.

The scope and cost of AWRs will be based upon the bid rates and will be authorized and issued in accordance with the requirements specified in Article TBD - Task Authorization Process of the contract. Payment will be made in accordance with the Basis and Method of Payment specified in each Task Authorization (TA) issued for AWRs.

The Contractor must furnish all material goods necessary to complete the Work in order to be accepted by Canada. The Contractor will be reimbursed for its reasonable costs incurred of such goods, plus the applicable markup.

| | | |
|-----|--|---------------------------------|
| 3.1 | Operator Training | <i>Fixed Time Rate per day</i> |
| 3.2 | Maintenance training | <i>Fixed Time Rate per day</i> |
| 3.3 | Engineering Support | <i>Fixed Time Rate per Hour</i> |
| 3.4 | Travel and Living Expenses – The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for additional overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the Treasury Board Travel Directive (https://www.njc-cnm.gc.ca/directive/d10/en), and with the other provisions of the directive referring to "travelers", rather than those referring to "employees". | \$TBD |

Table 3.

B) OTHER

4. Transportation:

Transportation costs to and from the Contractor's facility are the responsibility of TC ASD.

5. Customs Duties:

Customs duties are included in the contract value.

6. Applicable Taxes:

Excluded from price.

7. All prices are in Canadian Dollars.

ANNEX "C" - FINANCIAL BID PROPOSAL

1.1 General

- 1.1.1 All data required to complete the Financial Bid is contained within the Table below.
- 1.1.2 All prices are in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

1.2 Financial Bid Proposal

- 1.2.1 Bidders must fill out the areas left blank below and must submit their financial bid in accordance with the details in the RFP. Customs duties are included, applicable taxes extra.

Bidders must complete the Pricing Tables below and include them in their financial bid once completed. Bidders must include a price for all items. The information in this Annex will form part of the resulting contract.

Table 1.

| Deliverable Number | Deliverable Name | Deliverable Description | Amount (\$) | Estimated Delivery Date |
|--------------------|---|---|-------------|-------------------------|
| 1.1 | Maritime Surveillance Integrated Mission System (MSIMS) | The MSIMS is an integrated sensor suite. It will consist of two Mission Workstations (MWS) that will be used by the Operators to conduct surveillance and pollution missions. The MSIMS controls all mission system sensors (GFE and non-GFE), the means to display their data, the integration of the sensor systems, and the permanent and temporary storage of data, the human-machine interfaces, and the interfaces with other aircraft systems (both physical and digital) as required. | | |
| 1.2 | Maritime Surveillance Radar | The MSIMS must include a fully integrated Maritime Surveillance Radar with synthetic aperture radar capability, 360 degree capability to identify targets at far standoff distances. | | |
| 1.3 | Technical Documentation | Electronic versions of all documentation will be provided. | | |
| 1.4 | Integration of MX-15HD to Mission Systems | Upgrading three existing MSS6000 mission systems and associated ground stations to support the full functionality and | | |

| | | | | |
|---------------|--|---|--|--|
| | | capabilities of newly acquired MX-15HD. | | |
| Total: | | | | |

2. OPTIONAL DELIVERABLES

If any of the optional deliverables are exercised, they will only come into effect a contract amendment by the Contract Authority. All options can be exercised on multiple amendments in increments of one (1) unit or greater, but not to exceed the option quantity.

In consideration of the Contractor satisfactorily completing all of its obligations under the Optional Deliverables of the Contract, the Contractor will be paid the following all-inclusive firm prices, Customs duties included and Applicable Taxes are extra, in CAD.

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. . If applicable, the rates used to establish any design changes will be the same rates as used for AWR.

Table 2

| | | Quantity | Each | Extended |
|---|---|--|---------------|---------------|
| 2.1 | Additional Maritime Surveillance Radars | 3 | | |
| 2.2 | Initial Provisions to Support MSIMS | Recommended spare parts list as provided by Bidder | Not Evaluated | Not Evaluated |
| TOTAL PRICE FOR OPTIONAL DELIVERABLES: | | | | \$ |

Table 3.

3. ADDITIONAL WORK REQUIREMENTS

Additional Work Requirements (AWR) will be subject to Fixed Time Rates or a Laid Down Cost plus markup, which must include relative overheads, Custom Duties, and excluded taxes, as applicable.

The scope and cost of AWRs will be based upon the bid rates and will be authorized and issued in accordance with the requirements specified in Article 7.2.2.1 - Task Authorization Process of the contract. Payment will be made in accordance with the Basis and Method of Payment specified in each Task Authorization (TA) issued for AWRs.

*****Note to Bidders*****

The Multiplication Factors provided below will be used for the Bid Evaluation purposes only and should not be construed as a commitment or expectation on the part of Canada.

| Item | Description | Proposed Rate (i) | Multiplication Factors (ii) | Extended Price (i) x (ii) |
|--|----------------------|----------------------|--------------------------------|------------------------------|
| 3.1 | Operator Training | | | (A) |
| | | \$ /Day | 10 days | \$ |
| 3.2 | Maintenance training | | | (B) |
| | | \$ /Day | 10 days | \$ |
| 3.3 | Engineering Support | | | (C) |
| | | \$ /Hour | 100 hours | \$ |
| TOTAL PRICE FOR ADDITIONAL WORK REQUIREMENTS: ((A)+(B)+(C)) | | | | \$ |

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File No. - N° du dossier
005CAG.T8493-190015

Buyer ID - Id de l'acheteur
005CAG
CCC No./N° CCC - FMS No./N° VME

| Table 4. | | |
|----------------------------|---------------------------------------|----|
| SUMMARY TOTAL BID PROPOSAL | | |
| 1. | TOTAL PRICE FOR DELIVERABLES | \$ |
| 2. | TOTAL PRICE FOR OPTIONAL DELIVERABLES | \$ |
| 3. | TOTAL PRICE FOR ADDITIONAL WORK | \$ |
| TOTAL BID PROPOSAL: | | \$ |

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ANNEX “D” – BID EVALUATION CRITERIA

Attached

ANNEX “E” to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

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

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

ANNEX "F" 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 “G” - TASK AUTHORIZATION FORM PWGSC-TPSGC 572

To be provided at contract award.

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ANNEX “H” - PWGSC-TPSGC 450 (2015-11) Claim for Exchange Rate Adjustments

To be provided at contract award.