



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Travaux publics et Services gouvernementaux  
Canada

Voir dans le document/  
See herein

NA  
Québec  
NA

**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**

<b>Title - Sujet</b> Professional Engineer services Category 5.4 Professional Engineer services	
<b>Solicitation No. - N° de l'invitation</b> W7701-217422/A	<b>Date</b> 2021-07-13
<b>Client Reference No. - N° de référence du client</b> W7701-21-7422	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$MTB-309-16231	
<b>File No. - N° de dossier</b> MTB-1-44039 (309)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Daylight Saving Time EDT <b>on - le 2021-07-30</b> Heure Avancée de l'Est HAE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Paradis, Mary	<b>Buyer Id - Id de l'acheteur</b> mtb309
<b>Telephone No. - N° de téléphone</b> (514) 702-8173 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MINISTERE DE LA DEFENSE NATIONALE RDDC CENTRE DE RECHERCHES DE VALCARTIER 2459 ROUTE DE LA BRAVOURE QUEBEC Québec G3J1X5 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Travaux publics et Services gouvernementaux Canada  
Place Bonaventure, portail Sud-Oue  
800, rue de La Gauchetière Ouest  
7e étage, suite 7300  
Montréal  
Québec  
H5A 1L6

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

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## TITLE

Bid solicitation # W7701-217422, issued under the framework of the E60ZT-18TSPS Supply Arrangement for task-based professional services, for the provision of the following professional services: 5.4 Professional Engineer

### 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, Basis of Payment , the Security Requirements Check List and the Request for visit form

#### List of Attachments

Attachment 1 to Part 1	List of Suppliers
Attachment 1 to Part 3	Financial Bid Presentation Sheet
Attachment 1 to Part 4	Technical Criteria
Attachment 2 to Part 4	Technical Criteria
Attachment 1 to Part 5	Additional Certifications Required Precedent to Contract Award

The list of suppliers being invited to bid on this bid solicitation is provided as Attachment 1 to Part 1 – List of suppliers. This list will not be updated if additional suppliers request copies of the bid solicitation.

#### 1.2 Summary

1.2.1 The Department of Public Works has a requirement to purchase professional services for a Professional Engineer in the 5.4 category is required for The Department of National Defence , Defence Research and Development Canada (DRDC) at Valcartier, Quebec region, P. Quebec.

Solicitation No. - N° de l'invitation  
W7701-217422  
Client Ref. No. - N° de réf. du client  
W7701-217422

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MTB -1-44039

Buyer ID - Id de l'acheteur  
MTB309  
CCC No./N° CCC - FMS No./N° VME

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The period of the contract will be the Initial period of 3 months from the contract award date. Any resulting contract will include an irrevocable option to extend the resulting contract term by up to two [ 2 ] additional [ 1 ] year periods under the same conditions.

1.2.2 The requirement is subject to the provisions of the [insert, as applicable: "World Trade Organization Agreement on Government Procurement (WTO-AGP)", "the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the "Canadian Free Trade Agreement (CFTA)"].

1.2.3 The contract will not include deliveries of services within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador" that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirements for deliveries of services within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to CLCAs will have to be treated as a separate procurement not forming part of the bid solicitation.

### 1.3 Debriefings

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

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## ATTACHMENT 1 TO PART 1, LIST OF SUPPLIERS

This list will not be updated if additional suppliers request to be and are invited to submit a proposal.

Only selected TSPS SA Holders currently holding a TSPS SA under the E60ZT-18TSPS series of SAs are invited to compete. SA Holders may not submit a bid in response to this bid solicitation unless they have been invited to do so. However, should an uninvited SA Holder wish to be invited, it may contact the Contracting Authority to request an invitation at any time prior to five business days before the published bid closing date, and an invitation will be made to that SA Holder unless it would not be consistent with the efficient operation of the procurement process. In no circumstance will such an invitation require Canada to extend a bid closing date. The following SA Holders have been initially invited to bid on this requirement.

SA Holders that are invited to compete as a joint venture must submit a bid as that joint venture SA Holder, forming no other joint venture to bid. Any joint venture must be already qualified under the E60ZT-18TSPS series as that joint venture at the time of bid closing in order to submit a bid.

1. Adirondack Information Management Inc., The AIM Group Inc. in Joint Venture
2. AECOM Canada Ltd
3. Altis Human Resources (Ottawa) Inc
4. Calian Ltd
5. Deloitte Inc
6. MaxSys Staffing & Consulting Inc
7. Michael Wager Consulting Inc
8. Numerica Technologies Inc
9. Olav Consulting Corp, Moshwa Aboriginal Information Technology Corporation, in Joint Venture
10. Posterity Group Consulting Inc
11. Raymond Chabot Grant Thornton Consulting Inc
12. T.E.S. Contract Services Inc
13. The Source Staffing Solutions Inc
14. Valcom Consulting Group Inc
15. WSP Canada Inc

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

Subsection 3.a) of Section 01, Integrity Provisions - Bid, of Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:

a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 calendar days

#### 2.1.1 SACC Manual Clauses

[A7035T](#) (2007-05-25) List of Proposed Subcontractors

### 2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

#### 2.2.1 Epost Connect

Bidders choosing to submit using epost Connect must send an email requesting to open an epost Connect conversation to the following address:

[TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca)

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**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 \(https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/active\)](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/active), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the solicitation closing date.

[Steps to follow for the Bid Submission to Bid Receiving Unit \(BRU\) using epost Connect \(https://buyandsell.gc.ca/steps-to-follow-for-the-bid-submission-to-bid-receiving-unit-bru-using-epost-connect \)](https://buyandsell.gc.ca/steps-to-follow-for-the-bid-submission-to-bid-receiving-unit-bru-using-epost-connect)

### 2.2.2 Facsimile

Facsimile number: 418-566-6168.

### 2.2.3 Bids transmitted by hardcopy to PWGSC will not be accepted.

## 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:

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

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

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

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Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

### **Former Public Servant in Receipt of a Pension**

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

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

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

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

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

## **2.4 Inquiries - 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.

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## 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 the Province of Quebec.

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 Basis for Canada's Ownership of Intellectual Property

Not applicable

## 2.7 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 seven (7) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## 2.8 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.

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## PART 3 – BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

The Bidder must submit its bid electronically 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.

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

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications  
and  
Section IV: Additional Information

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

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

#### 3.1.1 Multiple bids

Multiple bids from the same Bidder (or a bid from a Bidder and another bid from any of its affiliates) are not permitted in response to this bid solicitation. Each Bidder must submit only a single bid. For the purpose of this bid solicitation, individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture. If any Bidder submits more than one bid (or an affiliate also submits a bid), either on its own or as part of a joint venture, Canada will choose in its discretion which bid to consider.

#### 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.

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

The technical bid consists of the following:

- 
- (i) All the information required to demonstrate its conformity with the Mandatory and Point Rated Technical Criteria described in *Attachment 1 to Part 4 – Technical Criteria*.
- (ii) Each criterion should be addressed separately.
- (iii) In order to allow the evaluation team to properly evaluate each technical evaluation criteria (mandatory and rated), the Bidder must clearly indicate the name of the proposed resources. For each category in *Attachment 1 to Part 4 – Technical Criteria*, there must be at least the number of resources required. If the proposed resource is working under sub-contract, the Bidder should also indicate the name of the Subcontractor.
- (iv) **Résumés for the Proposed Resources:** The technical bid should include résumés for the proposed resources that demonstrate that each proposed resources meets the qualification requirements described in *Attachment 1 to Part 4 – Technical Criteria* (including any educational requirements, work experience requirements, and professional designation or membership requirements, if applicable). With respect to résumés and resources:
- (A) For educational requirements for a particular degree, designation or certificate,, Canada will only consider educational programmes that were successfully completed by the resource by the time of bid closing.
  - (B) For any requirements that specify a particular time period of work experience (e.g., 24 months), Canada will disregard any information about experience if the experience claimed does not include the relevant dates (i.e., the start date and end date indicated in month and year).
  - (C) For work experience to be considered by Canada, the Bidder must not simply indicate the title of the resource's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the resource while in that position.
  - (D) Concomitant experience will be taken into consideration only once. For example, if the employee worked on a project from June 2018 to May 2019, and worked on another project from May 2019 to June 2020, we will consider the month of May 2019 only once.

## Section II: Financial Bid

- A. Bidders must submit their financial bid in Canadian funds and in accordance with the Basis of Payment Annexe B, detailed in *Attachment 1 to Part 3 - Financial Bid Presentation Sheet*.
- B. Bidders must submit their prices / rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- C. When preparing their financial bid, Bidders should review clause 4.1.2, Financial Evaluation, of Part 4 of the bid solicitation; and article 7.6, Payment, of Part 7 of the bid solicitation.

Bidders must submit their financial bid in accordance with the following:

- a. **Pricing:** Bidders must submit their financial bid in accordance with the *Attachment 1 to Part 3 – Financial Bid Presentation Sheet*. The total amount of applicable taxes must be shown separately.

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Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the *Table 1 - Professional Engineer Flexible Grid (P. Eng)*

- i. For the labour category, only one hourly rate may be entered for each period;
- b. **No travel and living expenses will be paid** to a contractor as part of the work for:
- c. **Variation in Resource Rates By Time Period:** For any given resource category, where the financial tables provided by Canada allow different firm rates to be charged for a resource category during different time periods:
  - i. the rate bid must not increase by more than 3% from one time period to the next, and
  - ii. the rate bid for the same resource category during any subsequent time period must not be lower than the rate bid for the time period that includes the first month of the Initial Contract Period.
- d. **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period.
- e. **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, "\$0.00". No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

## E. SACC Manual Clauses

C3011T (2013-11-06) Exchange Rate Fluctuation

## F. Electronic Payment of Invoices - Bid

Canada requests that bidders:

1. select option 1 or, as applicable, option 2 below; and
2. include the selected option in Section II of their bid.

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

Option 1:

The Bidder accepts to be paid by 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)

Option 2:

- The Bidder does not accept to be paid by Electronic Payment Instruments.

### Section III: Certifications

In Section III of their bid, bidders should provide the certifications required under Part 5 and, as applicable, any associated additional information.

### Section IV: Additional Information

In Section IV of their bid, bidders should provide:

1. their legal name;
2. their Procurement Business Number (PBN);
3. the name of the contact person (provide also this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
4. for Part 2, article 2.3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information;
5. for Part 6, article 6.1, Security Requirement, of the bid solicitation:
  - a) for each individual who will require access to classified or protected information, assets or sensitive work sites:
    - 1) the name of the individual;
    - 2) the date of birth of the individual; and
    - 3) if available, information confirming the individual meets the security requirement as indicated in Part 7 - Resulting Contract Clauses;

and

- b) for each proposed location of work performance or document safeguarding, the address containing the information below.

Address:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State

Postal Code / Zip Code

Country

### 3.2 Accessibility Standards

In accordance with the *Treasury Board Contracting Policy* and the *Accessible Canada Act*, federal departments and agencies must consider accessibility criteria and features when procuring goods or services. Therefore, bidders are encouraged to highlight all the accessibility features and components of their proposal for this requirement and must:

- (i) demonstrate how the proposed goods and/or services meet the accessibility requirement at delivery; or

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- 
- (ii) describe how it would deliver the proposed goods and/or services under any resulting contract in a way that satisfies the mandatory requirement.

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## **ATTACHMENT 1 to PART 3, FINANCIAL BID PRESENTATION SHEET.**

The Bidder must complete Basis of payment at Annex B and include it in its financial bid.

The volumetric data included in the Basis of payment are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in the Basis of Payment does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data."

The prices / rates included in the Basis of payment exclude the total estimated cost of the authorized travel and living expenses described in clause 7.6.1 of Part 7 of the bid solicitation.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

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## PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Bidder Experience

Except where expressly provided otherwise, the experience described in the bid must be the experience of one or more of the following:

- a) The Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract); or
- b) The Bidder's affiliates (i.e. parent, subsidiary or sister corporations, maximum of 2), provided the Bidder identifies and demonstrates the transfer of know-how, the use of toolsets and the use of key personnel from the affiliate for the applicable criteria; or
- c) The Bidder's subcontractors, provided the Bidder includes a copy of the teaming agreements and identifies the roles and responsibilities of all parties under the agreement and how their work will be integrated.

The experience of the Bidder's suppliers will not be considered.

##### 4.1.1.2 Joint Venture Experience

- a) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

- b) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a

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single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

- c) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- Contracts all signed by A;
- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or
- Contracts signed by A and contracts signed by A and B in joint venture, or
- Contracts signed by B and contracts signed by A and B in joint venture.

that show in total 100 billable days.

- d) Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

#### 4.1.1.3 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4, Mandatory Technical Criteria

#### 4.1.1.4 Point Rated Technical Criteria

Refer to Attachment 1 to Part 4 , Point-rated technical criteria. Point-rated technical criteria not addressed will be given a score of zero.

#### 4.1.2 Financial Evaluation

4.1.2.1 For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the *Financial Bid Presentation Sheet* in Attachment 1 to Part 3.

#### 4.1.2.2 Mandatory Financial Criteria

Bidders must submit their financial bid in accordance with *Section II: Financial Bid of Part 3 – Bid Preparation Instructions*.

### 4.2 Basis of Selection

- 4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit [70%] and Price [30 %]

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4.2.1.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all the mandatory evaluation criteria; and
- (c) obtain the required minimum number of points specified in Attachment 2 to Part 4 for the point rated technical criteria.

The total marks are 100 points for the entire point rated technical criteria.

4.2.1.2 Bids not meeting 4.2.1.1 (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

4.2.1.3 The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i):

$$PS_i = LP / P_i \times 30.$$

$P_i$  is the evaluated price (P) of each responsive bid (i).

4.2.1.4 A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i):

$$TMS_i = OS_i \times 70$$

$OS_i$  is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Attachment 1 to Part 4 Technical Criteria, determined as follows: total number of points obtained / maximum number of points available.

4.2.1.5 The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows:

$$CR_i = PS_i + TMS_i .$$

4.2.1.6 The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid with the lowest evaluated price will be recommended for award of a contract.

4.2.1.7 The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of the technical merit and price, respectively.

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<b>Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)</b>				
	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>	<b>Overall score</b>
<b>Overall Score for All the Point Rated Technical Criteria</b>	OS1: 115/135	OS2: 89/135	OS3: 92/135	
<b>Bid Evaluated Price</b>	P1: C\$55,000	P2: C\$50,000	<b>LP</b> and P3: C\$45,000	
<b>Calculations</b>	<b>Technical Merit Score (OSi x 70)</b>	<b>Pricing Score ( LP/Pi x 30)</b>	<b>Combined Rating CRI = PSi + TMSi (1,2,3)</b>	
<b>Bidder 1</b>	TMSi 115/135 x 70 = 59.63	PSi 45/55 x 30 = 24.54	84.17	1 <sup>st</sup>
<b>Bidder 2</b>	TMS2 89/135 x 70 = 46.15	PS2 45/50 x 30 = 27.00	73.15	3 <sup>rd</sup>
<b>Bidder 3</b>	TMS3 92/135 x 70 = 47.70	PS3 45/45 x 30 = 30.00	77.70	2 <sup>nd</sup>

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## ATTACHMENT 1 OF PART 4 –TECHNICAL CRITERIA

### TSPS FLEXIBLE GRID

In preparing their response, Bidders are encouraged to consult the TSPS Annex A: Streams and Categories website at: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/aact-tbps-anna-eng.html> ) for additional information (such as Certifications Examples).

For additional information, see *Section I: Technical Bid of Part 3 – Bid Preparation Instructions*.

1. Each Service Stream has its own flexible grid. The flexible grid indicates the minimum level of points required to qualify for each Level of Expertise. Various numbers of points are awarded for relevant education, professional certification, and experience. The flexible grid must be used for all categories in a Stream unless otherwise specified.
2. **How to use the Flexible Grid:** Points will be allocated to each consultant proposed by the Offeror/Supplier for the education, the certification and the experience. The total number of points will determine if the consultant is considered as a junior, intermediate or senior resource.
3. The designated user must specify the level of expertise (junior, intermediate or senior) required by need, and the Offeror/Supplier must propose a consultant with the minimum number of points required for that level. The Offeror/Supplier may propose a consultant with a higher level of expertise, but the hourly rate for the required level of expertise by the designated user will apply.
4. If necessary, the designated user retains discretion to add mandatory requirements to the nature and level of study, professional certification, or experience, and the Offeror/Supplier must propose a consultant who meets the designated user's requirements.
5. The designated user is responsible for assessing if the studies, professional certification and experiences are relevant to the Consultant Category.
6. TSPS flexible grids are available on the TSPS website: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/aact-tbps-anna-fra.html>.

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## ATTACHMENT 2 OF PART 4 - TECHNICAL CRITERIA

### 1. Mandatory Technical Criteria (MT)

The bid must meet the mandatory technical criteria specified below. Bidders must provide the necessary documentation for each mandatory technical criterion to support compliance with this requirement.

For each resource (**Professional Senior Engineer [P.Eng.]**), the bidder must provide the CV of the proposed resource so that each established point in accordance with the technical criteria can be assessed and so that we can prove that the resource meets the requirements.

Bids that do not meet the mandatory technical criteria will be deemed non-responsive. Each mandatory technical criterion should be addressed separately.

Mandatory technical criteria in the Category: 5.4 Professional Senior Engineer (P. Eng)

Criteria Number	Mandatory Technical Criteria (MT) Description	Yes	No
MT1	The Bidder must demonstrate that the proposed resource possesses, at a minimum, a master's degree from a recognized university in one of the following fields: material science, mechanical engineering, engineering physics, general engineering. A copy of the Degree and/or Diploma must be submitted with the bid.		
MT2	The proposed resource must achieve the minimum number of points in the flexible grid depicted in Table 1 below.		
MT3	The proposed resource must obtain at least 2 points for each point-rated technical criterion (RT) and a total of at least 6 points for the 3 rated criteria.		

**Table 1 - Professional Engineer Flexible Grid (P. Eng)**

<https://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spctsoc-tpssso-anna-eng.html>

<b>Professional Engineer (P. Eng) Flexible Grid</b>		
<b>Levels of Expertise</b>		
<b>Senior</b> Minimum 95 points		
<b>Relevant Education to the Consultant Category</b>		
University (PhD, Graduate, or Undergraduate degree in Engineering).		<b>30 pts</b>
<b>Professional Certification</b>		
Certification as a professional engineer (P. Eng), such as Member of Ordre des Ingénieurs du Québec		<b>10 pts</b>
Professional Engineering licence		<b>Mandatory</b>
<b>Relevant Experience to the Consultant Category</b>		
<input type="checkbox"/> From 1 year to 2 years	<b>12 to 23 months</b>	<b>10 pts</b>
<input type="checkbox"/> From 2 years to 4 years	<b>24 to 47 months</b>	<b>25 pts</b>
<input type="checkbox"/> From 4 years to 6 years	<b>48 to 71 months</b>	<b>35 pts</b>
<input type="checkbox"/> From 6 years to 8 years	<b>72 to 95 months</b>	<b>45 pts</b>
<input type="checkbox"/> From 8 years to 10 years	<b>96 to 119 months</b>	<b>55 pts</b>
<input type="checkbox"/> 10 years	<b>120 months or more</b>	<b>65 pts</b>

**POINT RELATED TECHNICAL CRITERIA (RT)**

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables below.

The Bidder must provide the necessary documentation to support definitive compliance with these requirements.

Each point-rated technical criterion should be addressed separately.

Point-related criteria without a bid reference will obtain a mark of zero.

**POINT RELATED TECHNICAL CRITERIA (RT)- 5.4 Professional Senior Engineer [P.Eng.]**

#	Point Rated Technical Criteria (RT)	Score (points)	Maximum Points	Minimum Points
RT1	Recent practical experience (within the last 20 years) in developing and advising on ballistic test procedures, technical specifications, and dismounted soldiers protection system standards.	<b>10 points:</b> The proposed resource has 18 years of experience or more <b>8 points:</b> The proposed resource has 14 years of experience or more <b>6 points:</b> The proposed resource has 10 years of experience or more <b>4 points:</b> The proposed resource has 8 years of experience or more <b>2 points:</b> The proposed resource has 6 years of experience or more	10	2
RT2	Recent practical experience (within the last 20 years) in development, testing, and assessment of small caliber weapon system ballistics, including emerging threats.	<b>10 points:</b> The proposed resource has 18 years of experience or more <b>8 points:</b> The proposed resource has 14 years of experience or more <b>6 points:</b> The proposed resource has 10 years of experience or more <b>4 points:</b> The proposed resource has 8 years of experience or more <b>2 points:</b> The proposed resource has 6 years of experience or more	10	2
RT3	Recent practical experience (within the last 20 years) in collaborative R&D projects with multiple stakeholders from different environments, such as universities, government research organizations and the industry.	<b>10 points:</b> The proposed resource has 18 years of experience or more <b>8 points:</b> The proposed resource has 14 years of experience or more <b>6 points:</b> The proposed resource has 10 years of experience or more <b>4 points:</b> The proposed resource has 8 years of experience or more <b>2 points:</b> The proposed resource has 6 years of experience or more	10	2
<b>Total Score</b>			<b>30</b>	<b>6</b>

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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period. The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

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

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

The required certifications and additional information below should be submitted with the bid but may be submitted afterwards. If the required certifications and additional information are not submitted with the bid, the Contracting Authority will inform the Bidder of a time frame within which they must be submitted by the Bidder. Failure to provide the required certifications and additional information 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 procurement agreement of the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid List" available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid List" at the time of contract award.

#### 5.2.3 Additional Certifications Required Precedent to Contract Award

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The required additional certifications to provide are included in Attachment 1 to Part 5, Additional Certifications Required Precedent to Contract Award .

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## **ATTACHMENT 1 to PART 5, ADDITIONAL CERTIFICATIONS REQUIRED PRECEDENT TO CONTRACT AWARD**

### **1. Status and Availability of Resources**

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

### **2. Education and Experience**

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

### **3. Linguistic competences**

The supplier certifies that they possess the linguistic competencies to execute the work in conformance to the Statement of work.

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## PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 6.1 Security Requirement

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 requirement 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 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

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

### 6.2 Controlled Goods Requirement

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

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## 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 in Annex \_\_\_\_ (insert letter), and the Contractor's technical bid entitled \_\_\_\_\_, dated \_\_\_\_\_. *(To be completed by PWGSC at the award stage)*

#### 7.1.1 Optional Services

The Contractor grants to Canada the irrevocable option to acquire the services described at Annex A - Statement of 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.

### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

2035 (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract with the following replacements:

**Section 08 – Replacement of Specific Individuals**, of 2035 (2020-05-28) General Conditions – Higher Complexity – Services is deleted and replaced with the following:

1. if the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
  - a. the name, qualifications and experience of a proposed replacement immediately available for Work; and
  - b. security information on the proposed replacement as specified by Canada, if applicable.

Any assessment of the information provided will occur as per 2 (b) below.

2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
  - a. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Article titled "Default of the Contractor"; or
  - b. assess the information provided under 1 (a) and (b) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for

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the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in 2 (a) above, or require the Contractor to propose another replacement within five working days' notice.

3. Where an Excusable Delay applies, Canada may require 2 (b) above instead of terminating under the "Excusable Delay" Article. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.
4. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
5. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

**Section 17 - Interest on Overdue Accounts**, of 2035 (2020-05-28) General Conditions - Higher Complexity - Services - will not apply to payments made by credit cards.

With respect to **Section 30 - Termination for Convenience**, of 2035 (2020-05-28) General Conditions - Higher Complexity - Services, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:

- 04) The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract.
- 05) Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of:
  - a. the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination; or
  - b. the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
- 06) The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

## 7.2.2 Inspection and Acceptance

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

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### 7.3 Security Requirement

7.3.1 The following security requirement (SRCL and related clauses provided by the Contract Security Program apply and form part of the Contract:

#### Security clauses

Security requirement for Canadian supplier: Public Works and Government Services Canada (PWGSC) file # Common-professional services security requirement check list #21

1. The contractor/offeror must, at all times during the performance of the contract/standing offer, hold a valid facility security clearance at the level of **secret**, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC)
2. This contract includes access to **controlled goods**. Prior to access, the contractor must be registered in the Controlled Goods Program of the CSP, PWGSC
3. The contractor/offeror personnel requiring access to **protected/classified** information, assets or sensitive work site(s) must **each** hold a valid personnel security screening at the level of **reliability status** or **secret** as required, granted or approved by the CSP, PWGSC
4. The contractor/offeror **must not** remove any **protected/classified** information from the identified work site(s), and the contractor/offeror must ensure that its personnel are made aware of and comply with this restriction.
5. Subcontracts which contain security requirements are **not** to be awarded without the prior written permission of the CSP, PWGSC
6. The contractor/offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex C.
  - b. Contract Security Manual (latest edition)

### 7.4 Term of Contract

#### 7.4.1 Period of the Contract

The period of the Contract is the initial period of 3 months from the contract award date .

#### 7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least sixty (60) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

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### 7.4.3 Termination on Thirty Days Notice

Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

### 7.4.4 Comprehensive Land Claims Agreements (CLCAs)

The Contract does not include deliveries of services within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirements for deliveries of services within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to CLCAs will have to form part of a separate contract.

## 7.5 Authorities

### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Mary Paradis  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Telephone: 514-702-8173  
E-mail address: [mary.paradis@tpsgc-pwgsc.gc.ca](mailto:mary.paradis@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 Technical Authority (To be completed by PWGSC at the contract award phase)

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

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### 7.5.3 Contractor's Representative (To be completed by PWGSC at the contract award phase)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

## 7.6 Payment

### 7.6.1 Basis of Payment

#### 7.6.1.1 Firm Unit Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm unit price indicated at Annex B – Basis of payment. Customs duties are included and Applicable Taxes are extra.

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

#### 7.6.1.2 Limitation of Expenditures

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work in accordance with the Basis of Payment in Annex B to a limitation of expenditure of \$\_\_\_\_\_ (The amount will be inserted at contract award). Customs duty are included and Applicable Taxes are extra.

### 7.6.2 Method of Payment

SACC Clause [H1008C](#) 2008-05-12 Monthly payment

### 7.6.3 Progress Payments

1. Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to 100 percent of the amount claimed and approved by Canada if:
  - a. an accurate and complete claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

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- b. the amount claimed is in accordance with the basis of payment;
  - c. the total amount for all progress payments paid by Canada does not exceed 100 percent of the total amount to be paid under the Contract;
  - d. all certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives.
2. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

#### 7.6.4 SACC Manual Clauses

[A9117C](#) 2007-11-30 T1204 - Direct Request by Customer Department  
[C0305C](#) 2014-06-26 Cost Submission - Limitation of Expenditure or Ceiling Price

#### 7.6.5 Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instruments:

- 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)

#### 7.6.6 Discretionary Audit

SACC Manual clause [C0705C](#) (2010-01-11) , Discretionary Audit

#### 7.7 Invoicing Instructions

##### 7.7.1 Invoicing Instructions - Progress Payment Claim - Supporting Documentation required

In the case of a progress payment, the Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for progress payment.

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

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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.

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. 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 e-mail address below:

Commis aux approvisionnements et au soutien – Réclamations

QueReclamation.QueClaim@tpsgc-pwgsc.gc.c

The Contracting Authority will then forward the claim to the Technical Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

3. The Contractor must not submit claims until all work identified in the claim is completed.

## 7.8 Certifications and Additional Information

### 7.8.1 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 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. (Will be inserted at the award stage, as specified by the Bidder in its bid, if applicable.)

## 7.10 Priority of Documents

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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 general conditions 2035 ( 2020-05-28), General Conditions - Higher Complexity - Services;
- (c) Annex A , Statement of Work;
- (d) Annex B , Basis of Payment ;
- (e) Annex C, Security Requirements Check List ;
- (f) Annex D , Request for Visit form
- (g) the Contractor's bid dated \_\_\_\_\_, as clarified on \_\_\_\_\_ and as amended on \_\_\_\_\_.

#### **7.11 Defence Contract**

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

#### **7.12 Foreign Nationals**

SACC Manual clause [A2001C](#) (2006-06-16), Foreign Nationals (Foreign Contractor)  
SACC Manual clause [A2000C](#) (2006-06-16) , Foreign Nationals (Canadian Contractor)

#### **7.13 Insurance**

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

#### **7.14 Controlled Goods**

SACC Manual Clause [A9131C](#) ( 2020-11-19), Controlled Goods Program - Contract

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

#### **7.15 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.

#### **7.16 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.

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- (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".

## 7.17 Additional Clauses

Sacc Manual Clauses:

<a href="#">B9028C</a>	2007-05-25	Access to Facilities and Equipment
<a href="#">A9062C</a>	2011-05-16	Canadian Forces Site Regulations
<a href="#">A9065C</a>	2006-06-16	Identification Badge

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## ANNEX A, STATEMENT OF WORK

### 1. TITLE

Engineering Services for Project 06ba

### 2. BACKGROUND

The purpose of this Statement of Work (SOW) is to define the professional services required for the Weapons Effects & Protection (WEP) section of Defence Research and Development Canada (DRDC) – Valcartier Research Centre (VRC) with engineering support in the design and evaluation of protection systems for personnel and vehicles. Support is required to meet the objectives of the human system performance (HSP) project and the 06ba project.

Located near Quebec City, DRDC – Valcartier Research Centre conducts research and development work that supports the short- and long-term technological needs of the Canadian Armed Forces. DRDC Valcartier has many state-of-the-art test facilities and unique capabilities, which allow it to deliver its mandate and high-impact outcomes to the Canadian Armed Forces.

The work carried out through the 06ba and HSP projects requires the use of several of these facilities, such as the gas gun laboratory and the small- and medium-calibre laboratories. Blast testing and live fire testing can also be done at the detonics bay laboratory or at the DRDC blast test site on Canadian Forces Base Valcartier.

Blast and ballistics tests carried out in support of projects must normally follow a certain number of established internal and external standards (e.g., NATO STANAG). When such standards do not exist, new standards or procedures must be developed.

Key activities of the PSH project are focused on the development and validation of new personal protective equipment for soldiers, including frag vests, combat helmets, bullet resistant plates, ballistic visors, eyewear and pelvic protection systems.

Key activities of the 06ba project consist of the development and validation of new weapons and ammunition systems. This includes terminal ballistics and endurance tests.

### 3. ACRONYMS

SOW	Statement of Work
SOPs	Standing Operating Procedures
DND	Department of National Defence
NATO	North Atlantic Treaty Organization
HSP	Human System Performance
DRDC	Defence Research and Development Canada
TA	Technical Authority
TSPS	Task and Solutions Professional Services
STANAG	NATO Standardization Agreement

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#### 4. SCOPE OF WORK AND TASKS TO BE PERFORMED

##### Scope of work

This Statement of Work (SOW) includes a complete list of possible services and related deliverables that may be assigned to the professional senior engineer provided by the Contractor. As the projects progress, the nature of required tasks and deliverables will change accordingly. Consequently, Defence Research and Development Canada (DRDC) Technical Authorities will choose appropriate tasks to be carried out and will allocate them to the professional senior engineer resource in accordance with the negotiated timeline and to the level of effort required to perform the tasks and to deliver associated deliverables. The engineering services will be provided in the field of personal protective equipment (PPE) and weapon system research, development, testing and evaluation in support of the 06ba and HSP projects.

The Contractor must apply the appropriate methods, tools, and resources necessary to perform the assigned task in compliance with the timeline and in the required format/medium. Assigned tasks will fall into one or more of the following categories:

- Develop test protocols for personal armour systems and weapon systems requiring specialized instrumentation to confirm performance ;
- Develop/improve performance specifications for new weapon concepts or protection systems;
- Supervise ballistic and blast tests, analyze the results and prepare test reports with recommendations;
- Support the development of statements of work to establish new studies and tests related to the weapon systems and personnel protection.

##### Task to be performed

The Contractor must:

- 4.1 Generate and/or evaluate test protocols and procedures;
- 4.2 Produce draft technical evaluation plans and standards;
- 4.3 Prepare work specifications and statements for procuring new test equipment;
- 4.4 Assist with the development of statements of work by optimizing tests and suggesting other testing methods;
- 4.5 Conduct studies in order to develop technical options for issues, validate and assess options, assess technical risks and evaluate designs;
- 4.6 Offer and validate solutions to technical problems through the design and construction of prototypes and concepts;
- 4.7 Modify and/or tailor military or commercial standards, specifications or practices for incorporation into system specifications, and test plans/procedures and/or Standing Operating Procedures (SOP);
- 4.8 Contact suppliers to develop budget estimates for necessary items and materials for laboratory testing;
- 4.9 Participate in the preparation of statements of work for the performance of tests and tasks by other external providers;
- 4.10 Assist DRDC by providing technical advice to develop statements of requirements or by providing technical input to DRDC on Contractor budget estimates;
- 4.11 Assist DRDC in the contract management process, for example by providing technical support in the assessment of work progress or acceptance of deliverables.

## 5. DELIVERABLES

The Contractor shall prepare and submit deliverables associated with completed tasks. Deliverables comprise of, but not limited to, the following items:

- 5.1 Monthly progress reports: when required by the TA, the progress report must contain the following information:
  - 5.1.1 significant activities carried out and level of effort for each task;
  - 5.1.2 status of intervention and decision items, as well as a list of outstanding activities;
  - 5.1.3 description of any problems encountered;
  - 5.1.4 recommendations relating to the conduct of the work;
- 5.2 Project related documents (such as, but not limited to: schedules, budgets, technical needs, test plans, work breakdown elements, communications, training and logistic plans, etc.);
- 5.3 Studies and analysis reports (visits, meetings, tests, analysis, lessons learned) with supporting documents (tables, graphs, diagrams);
- 5.4 Drawings and specifications;
- 5.5 Presentation and briefing note materials;
- 5.6 Document reviews, analyses and evaluations supporting tasks in section 4;
- 5.7 Work proposals, specifications, or statements.

## 6. CONTRACT PERIOD

6.1

**TABLE 1 : ESTIMATED LEVEL OF EFFORT**

Required TBIPS occupational category	Estimated level of effort (days)		
	Initial period of 3 months from the contract award date	First option period (12 months)	Second option period (12 months)
5.4 Engineer	64	220	220

- 6.2 The estimated level of effort is meant to be used for information purposes and is not to be considered as a commitment from Canada. The Contractor will work part-time with a flexible work schedule.
- 6.3 The typical work day is 7.5 hours and a normal week is 15 hours (2 days per week). However, if the TA deems it necessary, the Contractor may be asked to work overtime to meet deadlines or to assist in tests or exercises. These extra hours worked would be deducted from the contract total level of effort. Each hour worked beyond the 7.5 hours/day will be paid at a single rate of: 1 hour worked = 1 hour charged/deducted.

## 7. LANGUAGE OF WORK

The resource must be bilingual (English and French); they must be able to communicate orally and in writing without any assistance and with minimal errors in both languages.

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## 8. LOCATION

Work will take place in the following locations:

- 85% of the time at:  
Defence Research and Development Canada, Valcartier Research Centre  
2459, route de la Bravoure  
Québec, Qc  
G3J 1X5
- 10% of the time at the Contractor site
- 5% of the time outside of the Quebec City region (for work-related travel)

## 9. TRAVEL

The Contractor may be required to travel outside of his work location in the performance of assigned duties, which may include international travel. All travel must be pre-approved by the Technical Authority or another authorized Department of National Defence (DND) representative.

## 10. MEETINGS

- 10.1 The Contractor must make all necessary preparations in order to actively participate in any meeting convened by the TA.
- 10.2 If required by the TA, the Contractor must prepare minutes of all discussions and/or records of decisions of the meeting(s) and must provide them to the TA, for review and approval, no later than four (4) working days after each meeting.
- 10.3 The Contractor must maintain a history of all meetings as well as of all incremental changes to action items and submit it to the TA when requested.

## 11. LIMITATIONS AND CONSTRAINTS

- 11.1 There will be a requirement for the Contractor to access information available exclusively at GOC facilities located in Quebec City and in the National Capital Region.
- 11.2 Decisions concerning revision or definition of policies, budgets, and contractual obligations and requirements, are excluded from the Contractor's services. Contractor personnel must limit themselves to providing comments and recommendations only to the TA on these issues.
- 11.3 During the performance of the contract, the Contractor or his personnel must not direct any departmental organizations, or any personnel of any third parties with whom Canada has or intends to contract, to perform any action.
- 11.4 All correspondence, either initiated by the Contractor personnel or by any section of the GOC, must be submitted to the TA. Correspondence is defined as records of conversation or decisions as well as any written correspondence in any format.

## 12. GOVERNMENT SUPPLIED MATERIAL (GSM)

None

## 13. GOVERNMENT FURNISHED EQUIPMENT (GFE)

- 13.1 All available data and documents as deemed necessary by the Technical Authority for the provision of services under this SOW;
- 13.2 Canada will provide special training on an "as and when required basis" to Contractor for DND specific computer systems/software that has been recently implemented or changed;

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- 13.3 Canada will provide sufficient office space, general-purpose office furniture and EDP equipment/services (CPU, keyboard, monitor and access to the divisional LAN subject to normal security requirements).

### ANNEX B, BASIS OF PAYMENT

#### A - Contract Period (Initial period of 3 months starting from the contract award date )

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

**1. Labour:** The Contractor will be paid all inclusive fixed time rates including the cost of labour, social advantages, general and administrative expenses and profit (taxes excluded).

<b>Initial contract period</b> Initial period of 3 months starting from the contract award date			
<b>A</b>	<b>B</b>	<b>C</b>	<b>D1</b>
<b>Resource category</b>	<b>Estimated effort level (in days)</b>	<b>Hourly firm rate all inclusive</b>	<b>Total Cost (B x C)</b>
5.4 Engineer	64	_____ \$/hr	_____ \$
		<b>Total price initial period of the contract.</b>	_____ \$

#### B. Options Periods

<b>Option period 1</b> From 1 <sup>er</sup> Avril 2022 to 31 Mars 2023			
<b>A</b>	<b>B</b>	<b>C</b>	<b>D 2</b>
<b>Ressource category</b>	<b>Level of estimated effort (in days)</b>	<b>Hourly firm rates all inclusive</b>	<b>Total cost (B x C)</b>
5.4 Ingénieur	220	_____ \$	_____ \$
		<b>Total price for option period</b>	_____ \$

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<b>Option period 2 From 1<sup>er</sup> Avril 2023 to 31 Mars 2024</b>			
<b>A</b>	<b>B</b>	<b>C</b>	<b>D3</b>
<b>Ressource category</b>	<b>Estimated effort level (in days)</b>	<b>Firm hourly rates all</b>	<b>Total cost (B x C)</b>
<b>5.4 Ingénieur</b>	<b>220</b>	_____ \$	
		<b>Total price for optional period</b>	_____ \$

<b>Total contract estimated Prix</b>	
<b>Price (D1+D2+d3)</b>	_____ \$

**2. Travel and living expenses**

Not applicable for this purchase

- The estimated level of effort is meant to be used for information purposes and is not to be considered as a commitment from Canada. The Contractor will work part-time with a flexible work schedule.
- The typical work day is 7.5 hours and a normal week is 15 hours (2 days per week). However, if the TA deems it necessary, the Contractor may be asked to work overtime to meet deadlines or to assist in tests or exercises. These extra hours worked would be deducted from the contract total level of effort. Each hour worked beyond the 7.5 hours/day will be paid at a single rate of: 1 hour worked = 1 hour charged/deducted.

**NOTE**

With the exception of the firm hourly rate(s), the amounts shown in the various items specified above are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Project Authority, and provided that the estimated cost does not exceed the aforementioned Limitation of Expenditure.

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## **ANNEX C, SECURITY REQUIREMENTS CHECK LIST**

The Security Requirements Check List (SRCL) appended to the bid solicitation package is to be inserted at this point and forms part of this document.

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## **ANNEX D , REQUEST FOR VISIT FORM**

As soon as the contract is awarded, the supplier will be required to obtain, without delay, a visit clearance from the Industrial Security Sector (ISS) for its employees assigned to the contract.

The form is available under the following link: [Request for visit form – Approval for visits to secure sites – Safeguarding equipment, sites, assets and information – Security requirements for contracting with the Government of Canada – Canada.ca \(tpsgc-pwgsc.gc.ca\)](#)