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INVITATION TO TENDER

APPEL D'OFFRES

**Tender 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.

Soumission 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 et 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

Scientific, Medical and Photographic Division /
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L'Esplanade Laurier
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Ottawa
Ontario
K1A 0S5

Title - Sujet Underwater Rovers ITQ	
Solicitation No. - N° de l'invitation 47419-214091/A	Date 2021-09-21
Client Reference No. - N° de référence du client 47419-214091	GETS Ref. No. - N° de réf. de SEAG PW-\$\$PV-873-80424
File No. - N° de dossier pv873.47419-214091	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-10-18 Heure Avancée de l'Est HAE	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Courteau, Robert	Buyer Id - Id de l'acheteur pv873
Telephone No. - N° de téléphone (343) 550-1614 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

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

Solicitation No. - N° de l'invitation
47419-194091
Client Ref. No. - N° de réf. du client
1000344091

Amd. No. - N° de la modif.
File No. - N° du dossier
PV883.47419-194091

Buyer ID - Id de l'acheteur
PV883
CCC No./N° CCC - FMS No./N° VME

Invitation to Qualify (ITQ) – Underwater Remotely Operated Vehicles (UW-ROV)

PART 1 - GENERAL INFORMATION	PAGE No
1.1 INTRODUCTION	2
1.2 KEY TERMS	2
1.3 OVERVIEW AND SCOPE OF THE REQUIREMENT	2
1.4 NATIONAL SECURITY PROCUREMENT	3
1.5 OVERVIEW OF THE PROCUREMENT PROCESS	3
1.6 SECURITY REQUIREMENTS	4
1.7 SUPPLY CHAIN INTEGRITY VERIFICATION	5
1.8 DEBRIEFINGS (ITQ)	5
1.9 USE OF AN E-PROCUREMENT SOLUTION (EPS)	5
PART 2 – INSTRUCTIONS FOR RESPONDENTS	5
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	6
2.2 SUBMISSION OF RESPONSE	6
2.3 ENQUIRIES	6
2.4 APPLICABLE LAWS	7
2.5 BID CHALLENGE AND RECOURSE MECHANISMS	7
PART 3 - RESPONSE PREPARATION INSTRUCTIONS	8
3.1 RESPONSE PREPARATION INSTRUCTIONS	8
3.2 SECTION I: ITQ QUALIFICATION RESPONSE	8
3.3 SECTION II: CERTIFICATION(S) AND ADDITIONAL INFORMATION	8
PART 4 - EVALUATION PROCEDURES AND SELECTION OF QUALIFIED RESPONDENTS	9
4.1 EVALUATION PROCEDURES	9
4.2 RESPONSE EVALUATION	9
4.3 ITQ PHASE SECOND QUALIFICATION ROUND	11
4.4 ITQ ON-GOING OPPORTUNITY FOR QUALIFICATION	11
4.5 BASIS OF SELECTION OF QUALIFIED RESPONDENTS	11
PART 5 – CERTIFICATIONS	12
5.1 CERTIFICATIONS REQUIRED WITH RESPONSE	12
PART 6 – ANTICIPATED SOLICITATION AND CONTRACT CLAUSES	13
6.1 SECURITY	13
6.2 ANTICIPATED SECURITY REQUIREMENTS	13
6.3 ON-GOING SUPPLY CHAIN INTEGRITY PROCESS	15
6.4 ON-GOING SUPPLY CHAIN SECURITY ASSESSMENT OF PRODUCTS	18
6.5 CHANGE OF CONTROL	19
ANNEX A - SECURITY REQUIREMENTS CHECK LIST	22
FORM 1 – RESPONDENT DECLARATION AND RESPONSE SUBMISSION FORM	23
FORM 2 – ITQ MANDATORY CRITERIA M1 - PRODUCT DETAILS	27
FORM 3 – ITQ MANDATORY CRITERIA M2 - REFERENCE CONTACT FORM	29

PART 1 - GENERAL INFORMATION

1.1 Introduction

The Invitation to Qualify (ITQ) is divided into six parts plus attachments and annexes, as follows:

- Part 1** General Information: provides a general description of the requirement;
- Part 2** Instructions to Respondents: provides the instructions applicable to the clauses and conditions applicable to the ITQ phase;
- Part 3** Response Preparation Instructions: provides Respondents with instructions on how to prepare the response to address the evaluation criteria specified;
- Part 4** Evaluation Procedures and Selection of Qualified Respondents: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the response and the basis of selecting the Qualified Respondents;
- Part 5** Certifications and Additional Information: includes the certifications and additional information to be provided; and
- Part 6** Anticipated Solicitation and Contract Clauses, includes general information for the conditions which may apply to any subsequent solicitation and any resulting contracts, standing offers and/or supply arrangements entered into pursuant to this ITQ phase.

1.2 Key Terms In this document, unless the context requires otherwise:

- "ITQ" means Invitation to Qualify
- "Interested Party" means the entity/entities that is interested in submitting a response to this ITQ
- "Respondent" is an Interested Party that has submitted a response to this ITQ. It does not include the parent, subsidiaries or other affiliates of the Interested Party, or its subcontractors.
- "Qualified Respondent" or "QR" means a Respondent that has been verified by Canada to have met the evaluation criteria, qualifications and conditions of the ITQ and has been so notified by Canada.
- "RFP" means Request for Proposal
- "RFSO" means Request for Standing Offer (SO)
- "RFSa" means Request for Supply Arrangement (SA)
- "PWGSC" means Public Works and Government Services Canada
- "CBSA" Canada Border Services Agency

1.3 Overview and Scope of the Requirement

Canada has a requirement to establish a procurement process to help modernize the delivery of security screening equipment, detection technologies and related services for Government of Canada (GC) client departments. The objective of this Invitation to Qualify (ITQ) is to create a list of Qualified Respondents (QR) which Canada intends to use to establish solicitations for contracts, standing offers and/or supply arrangements.

1.3.1 Potential Client Users

Canada Border Services Agency (CBSA) is the Initial Client that will use the list of QR through this procurement process. However, Canada will make the list available to any government department, agency or Crown Corporation listed in Schedules I, 1.1, II, III, of the Financial Administration Act, R.S.C., 1985, c. F-11 with the same or similar requirement. Although Canada may make this list available to any or all Clients, this ITQ does not preclude Canada from using another method of supply.

1.4 National Security Procurement

Canada is procuring detection technologies that have complex electronic and software components that are susceptible to manipulation or alteration during the manufacturing process or during maintenance. The products will be used in Government of Canada buildings both in Canada and worldwide, all of which are sensitive operational areas for national security reasons. The detection technology to be procured by Canada is an indispensable component of Canada's national security infrastructure to secure Canadian interests against threats to national security, public security and health. In addition to being indispensable to protecting Canada's national security, if the necessary detection technologies were compromised during manufacturing, delivery, maintenance, or otherwise, that would threaten Canada's national security. As a result, this procurement is considered to be a national security procurement.

Both at the current Invitation to qualify stage of the procurement process, as well as during the later potential Request for Proposals, Request for Standing Offers or Request for Supply Arrangement solicitations, Canada will be including those security requirements it considers to be appropriate. This includes but is not limited to security clearance requirements and a supply chain integrity assessment.

At the present time Canada has not invoked the National Security Exception with respect to this procurement process. This preserves for potential suppliers the ability to bring a complaint to the Canadian International Trade Tribunal regarding this procurement process. However, Canada may, at any time during the procurement process up until the award of any resulting contract, SO or SA, decide to invoke the National Security Exception if Canada considers that doing so is prudent in order to ensure that Canada can undertake all the security processes and impose the security measures it considers necessary to protect Canada's national security interests.

1.5 Overview of the Procurement Process

This Procurement Process is expected to have 2 main phases.
The table below highlights the intended phases of the projected procurement process:

Procurement phases	Description
Phase 1 - ITQ	Pre-Qualification Phase:
	1. Issue the ITQ on the Government Electronic Tendering Services (buyandsell.gc.ca website);
	2. Receive and evaluate ITQ responses to identify the Qualified Respondents who will be invited to submit a bid during the solicitation phase;
	3. Creation of a list of Qualified Respondents;
Phase 2 Bid solicitations (RFP, RFSO, RFSA)	Bid Solicitation Phase:
	4. Solicitations within the scope of this ITQ, will be sent directly by email to all Qualified Respondents from Phase 1.
	5. For each solicitation issued, Respondents will have a period of at minimum 10 days to respond with their proposal.

1.5.1 Phase 1: This ITQ is the first stage of the Procurement Process. Suppliers are invited to pre-qualify in accordance with the terms and conditions of this ITQ in order to become a Qualified Respondent (QR) for the later phases of the procurement process. Respondents who meet all the mandatory criteria will be considered QR. It is Canada's intent to permit QR only to bid on any subsequent solicitation issued as part of this procurement process.

1.5.1.1 Term of the ITQ: The ITQ has no defined end-date and will remain valid until such time as Canada no longer considers it to be advantageous to use it.

1.5.2 Phase 2: Through this ITQ, Canada will evaluate and qualify Respondents based on general requirements and these requirements will be further refined and evaluated during subsequent bid solicitations. Canada intends to establish individual or combined solicitations to establish Contracts, Standing Offers (SOs) and/or Supply Arrangements (SAs).

1.5.2.1 Any resulting SO/SA will include provisions to:

- a) add a Supplier at the discretion of Canada; and
- b) remove a Supplier (period of time, permanent) for non-performance.

1.5.2.2 Subject to the provisions of this ITQ, Canada intends to issue the SOs/SAs with no fixed expiry date and to be used as long as Canada considers it useful to do so with periodic refreshes of supplier lists. Each resulting Call Up or Contract issued pursuant to the SOs/SAs, respectively, will represent a stand-alone Contract with its own contract period and expiry date.

1.5.2.3 Should Canada issue a solicitation for the work that is the subject of this ITQ, the terms and conditions of the solicitation shall be subject to Canada's absolute discretion, and nothing within this ITQ shall be considered to limit such discretion.

1.5.3 Further Evaluation of QR: Even though certain suppliers may be qualified by Canada as a result of this ITQ, Canada reserves the right to re-evaluate any aspect of the qualification of any QR at any time during the procurement process. Canada reserves the right to cancel any of the preliminary security requirements included as part of the procurement at any time during any phases of the procurement process. Canada reserves the right to add security requirements at the solicitation phase.

1.5.4 This ITQ is neither a call for tenders nor a solicitation. No contract will result from this ITQ. The issuance of this ITQ is not to be considered in any way a commitment by the Government of Canada (GoC) or as authorization to potential participants to undertake any work, which could be charged to Canada. This ITQ may be partially or completely cancelled by Canada at any time, and therefore there is no guarantee of a subsequent procurement phase. Because the ITQ is not a tender, Respondents and QR may withdraw from this procurement phase at any time.

1.6 Security Requirements

1.6.1 In order to be evaluated as a Qualified Respondent, the Respondent must hold a valid Designated Organization Screening (DOS) or equivalent.

See Part 6, Article 6.2.1 and 6.2.2 for applicable Security Clauses.

1.6.2 For additional information on security requirements, Respondents 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.

1.6.3 Revise Security Requirements:

Canada reserves the right to revise the security requirements following the ITQ Phase. Canada will provide the solicitation and contract security clauses at a subsequent phase of this procurement process.

1.7 Supply Chain Integrity Verification

1.7.1 In order to be evaluated as a Qualified Respondent, the Respondent must complete an initial Supply Chain Integrity (SCI) assessment process and not be disqualified. SCI will be assessed based on information provided in **Form 2** by the Respondent.

1.7.2 The SCI Verification is a mandatory submission requirement at the ITQ Stage. SCI is an important corporate requirement. Challenged by an increasingly complex cyber threat environment, Canada is committed to applying enhanced security process and contract clauses to the acquisition of both products and services. The purpose of the SCI verification process is to ensure that all proposed sub-

contractors, products, equipment, software, firmware and services that are procured by Canada meet the required security and supply chain standards.

1.7.3 If, in Canada's opinion, there is a possibility that any aspect of the SCS, if used by Canada, could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, Canada will notify the Respondent in writing (sent by email) and identify which aspect(s) of the SCS is subject to concern(s) or cannot be assessed (for example, proposed future releases of products cannot be assessed). Any further information that Canada might be able to provide to the Respondent regarding its concerns will be determined based on the nature of the concerns. In some situations, for reasons of national security, it may not be possible for Canada to provide further information to the Respondent; therefore, in some circumstances, the Respondent will not know the underlying reasons for Canada's concerns with respect to a product, subcontractor or other aspect of the Respondent's SCS.

1.8 Debriefings (ITQ)

Unsuccessful Respondents may request a debriefing on the results of the ITQ. Unsuccessful respondents should make the request to the Contracting Authority within fifteen (15) working days of receipt of the results of the ITQ. At Canada's discretion the debriefing may be in writing, or by telephone/videoconference.

1.9 Use of an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Supply Arrangement that is issued under this solicitation, refer to 6.12 Transition to an e-Procurement Solution (EPS). The Government of Canada's [press release](#) provides additional information.

PART 2 - INSTRUCTIONS FOR RESPONDENTS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the ITQ 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.

The [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the ITQ, except that:

- I. Wherever the term "bid solicitation" is used, substitute "Invitation to Qualify (ITQ)";
- II. Wherever the term "bid" is used, substitute "response"; and
- III. Wherever the term "Bidder(s)" is used, substitute "Respondent(s)"; and
- IV. Subsection 05(4), which discusses a validity period, does not apply, given that this ITQ invites firms to qualify. Canada will assume that all Respondents who submit a response continue to wish to qualify unless they advise the Contracting Authority in writing that they wish to withdraw their response.

By submitting a response, the Respondent is confirming that it agrees to be bound by all the terms and conditions of this ITQ, including the documents incorporated by reference into it.

If there is a conflict between the provisions of this document and any document(s) that are incorporated into it by reference as set out above, this document prevails.

2.2 Submission of Response

Bids must be submitted electronically either through epost connect or Facsimile to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit, as specified below, by the date, and time indicated on page 1 of the bid solicitation.

PWGSC Bid Receiving Unit

Facsimile number: (819) 997-9776

epost Connect: tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note 2: Responses 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 responses through an epost Connect message if the respondent is using its own licensing agreement for epost Connect. No response shall be sent directly to the PWGSC Contracting Authority.

2.3 Enquiries

All enquiries and other communications regarding this ITQ must be submitted in writing no later than 3 calendar days before the ITQ closing date. Enquiries received after that time may not be answered. Respondents with questions regarding this ITQ may direct their enquiries to:

Contracting Authority: Robert Courteau

E-mail address: robert.courteau@tpsgc-pwgsc.gc.ca

Respondents should reference as accurately as possible the numbered item of the ITQ to which the enquiry relates. Care should be taken by Respondents 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 Respondents do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Respondents. Enquiries not submitted in a form that can be distributed to all Respondents may not be answered by Canada.

2.4 Applicable Laws

The ITQ must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario. Respondents may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of the arrangement, 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 Respondent.

2.5 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 - RESPONSE PREPARATION INSTRUCTIONS

Given that many people are currently working from home and in an effort to reduce the spread of the coronavirus disease (COVID-19) within communities, interested parties must transmit their response by facsimile (819) 997-9776 or by epost Connect. Hard copy responses will not be accepted.

3.1 Response Preparation Instructions

Canada requests that the Respondant submits its response 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 response must be gathered per section and separated as follows:

- (i) Section I: ITQ Qualification Response
- (ii) Section II: Certification(s) and Additional Information

Pricing is not a requirement and should not be included in the response.

3.2 Section I: ITQ Qualification Response

Respondents **must** submit their Qualification Response as follows:

- (i) **Submission Form:** Respondents must include the RESPONDENT DECLARATION AND RESPONSE SUBMISSION FORM (**Form 1**) with their responses. It provides a common form in which Respondents can provide information required for evaluation, such as a contact name, the Respondent's Procurement Business Number, the Respondent's status under the Federal Contractors Program for Employment Equity, etc. If Canada determines that the information required by the Respondent Submission Form is incomplete or requires correction, Canada will provide the Respondents with an opportunity to do so.
- (ii) **Mandatory Qualification Criteria:** The response must substantiate the compliance with the specific criteria of the Mandatory Qualification Requirements as set out at **4.2.1 Mandatory Qualification Criteria**. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Respondent meets the requirement. Where Canada determines that the substantiation is not complete, the Respondent will be considered noncompliant and disqualified. The substantiation may refer to additional documentation submitted with the response including the required forms (**Form 2 and Form 3**).
- (iii) **Products Details:** Respondents must include a proposed product list identifying: the product name; the original equipment manufacturer (OEM); the model and part number of each component which make up the detection system. The Respondent must use **Form 2** to provide their response.

3.3 Section II: Certification(s) and Additional Information

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

PART 4 - EVALUATION PROCEDURES AND SELECTION OF QUALIFIED RESPONDENTS

4.1 Evaluation Procedures

- (a) Responses will be assessed in accordance with the entire requirement of the ITQ including the evaluation criteria.
- (b) There are multiple steps in the evaluation process, which are described below. Even though the evaluation will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Respondent has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (c) Each response will be reviewed to determine whether it meets the mandatory requirements of the ITQ. Responses that do not comply with each and every mandatory requirement will be declared non-compliant and be disqualified. Once a response has been declared non-compliant, Canada will have no obligation to evaluate the response further.
- (d) Unsuccessful Respondents (non-compliant response) will not be given another opportunity to participate or be re-evaluated for any subsequent phases of the procurement process, unless Canada determines at its sole discretion to conduct a second qualification round.
- (e) An evaluation team composed of representatives of Canada will evaluate the responses. Canada may hire any independent consultant, or use any Government resources, to evaluate any response. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.

In addition to any other time periods established in the ITQ:

- (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Respondent about its response, the Respondent will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the response being declared nonresponsive.
- (ii) **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
 - A. verify any or all information provided by the Respondent in their response;
 - B. request, before issuance of any pre-qualified list, specific information with respect to suppliers' legal status;
 - C. conduct an organization security screening through Public Services and Procurement Canada's (PSPC) Contract Security Program (CSP);
 - D. conduct a survey of respondents' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the ITQ;
 - E. verify any information provided by respondents through independent research, use of any government resources or by contacting third parties.
- (iii) **Extension of Time:** If additional time is required by the Respondent, the Contracting Authority may grant an extension at his or her sole discretion.

4.2 Response Evaluation

The following requirements are the mandatory qualification criteria which will be evaluated during the Response Evaluation. In addition the Respondent will be required to meet all of the mandatory requirements for the duration of the procurement process. Any elements of the ITQ with the words "must" or "mandatory" is a mandatory requirement.

4.2.1 Mandatory Qualification Criteria:

4.2.1.1 Technical Evaluation

Respondents are requested to cross reference the mandatory criteria in a concise format by using page, paragraph(s) & sub-paragraphs as applicable to their supporting technical documentation. All Respondents must complete the information requested to demonstrate compliance for each item, which will be evaluated on a simple compliant/non-compliant basis. Note: preliminary compliance verification at the ITQ stage does not guarantee compliance verification with any future Request for Proposals.

Table 2: Technical Evaluation

ITEM	CRITERIA	REQUIRED TO DEMONSTRATE COMPLIANCE
M1	<p>Proven Design – Underwater Remotely Operated Vehicles (UW-ROV)</p> <p>The Respondent must offer a system for underwater navigation and visual inspection of large commercial vessels and personal watercraft. The Respondent's system must meet or exceed the following criteria:</p> <ul style="list-style-type: none">- 5 (or more) like units sold and deployed- Underwater propulsion and controls to navigate currents up to 3 knots- Onboard lights and video to inspect vessels in various water conditions- Ruggedized frame, connectors and components- Lightweight system and tether	<p>The Respondent must provide any of the following: Brochure; Technical data sheet; The Respondent must complete Form 2 and submit with their response</p>
M2	<p>Adaptability</p> <p>The Respondent must have in-house capacity to adapt their system to meet CBSA Operational requirements and Canadian regulatory requirements. In-house capacity includes but is not limited to:</p> <ul style="list-style-type: none">- Engineering/Technical knowhow- Intellectual Property (IP) rights- Manufacturing capacity- Experience in developing non-intrusive inspection technologies	<p>The Respondent must complete Form 3 and submit with their response</p>
M3	<p>Experience delivering Training, Maintenance and Support</p> <p>The Respondent must have experience delivering Operational and Maintenance Training.</p> <p>The Respondent must have capacity to provide on-going Engineering/Technical support for deployed systems.</p> <p>The Respondent must have capacity to provide on-going maintenance-service support for deployed systems.</p>	<p>The Respondent must complete Form 4 and submit with their response</p>

4.2.1.2 Organization Security Screening

The Respondent must hold a valid Designated Organization Screening (DOS) or equivalent as indicated in **Part 6, Article 6.2.1 or 6.2.2**. The Government of Canada will confirm if the proposed respondent(s) holds the appropriate level of security clearance and/or to initiate a security clearance for a proposed supplier or subcontractor. During the security screening process, Respondents must submit all required information to obtain the required security clearance. Any delay in the pre-qualification to allow respondents to obtain the required clearance will be at the entire discretion of the Contracting Authority. The Security Screening will be evaluated on a simple compliant/non-compliant basis.

4.2.1.3 Supply Chain Integrity Verification

The Respondent must complete an initial Supply Chain Integrity (SCI) Assessment and not be disqualified. Respondents must submit technical data related to the **Underwater Remotely Operated Vehicle (UW-ROV)**. The information must include the product name; the name of the original equipment manufacturer (OEM); the model number/part number/version of each component which make up the proposed detection system and the product website. The Respondent must submit a completed **Form 2 — Product Details** for the **Underwater Remotely Operated Vehicle (UW-ROV)** in which they want to pre-qualify. The SCI verification will be conducted by Canada and will be evaluated on a simple compliant/non-compliant basis.

4.3 ITQ Phase Second Qualification Round

Canada reserves the right, at its sole discretion, to run a second qualification process if, in Canada's opinion, the first qualification round results in an insufficient number of Qualified Respondents.

4.4 ITQ On-going Opportunity for Qualification

If Canada decides to use the list of Qualified Respondents beyond a year, it will be necessary to renew/review the qualifications. A Notice will be posted on the Government Electronic Tendering Service (GETS) to allow new and existing Respondents to become qualified or to requalify.

4.5 Basis of Selection of Qualified Respondents

A response must comply with the requirements of the ITQ and meet all mandatory qualification criteria to be declared responsive. A Respondent whose response has been declared responsive is a Qualified Respondent for any subsequent bid solicitations. Only Qualified Respondents will be invited to bid on subsequent solicitations.

Canada reserves the right to re-evaluate the qualification of any Qualified Respondent at any time during the procurement process. For example, if the Respondent's security clearance changes or lapses, so that the Respondent no longer meets the requirements of the ITQ, Canada may disqualify a Qualified Respondent.

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Buyer ID - Id de l'acheteur
PV883
CCC No./N° CCC - FMS No./N° VME

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

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.

5.1.2 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. (**Form 1**)

PART 6 - ANTICIPATED SOLICITATION AND CONTRACT CLAUSES

6.1 Security

The wording provided does not represent the entirety of Canada's security requirements and are included in this section in order to provide Respondents advance notice of potential requirements. Canada will determine the substance and content that reflects Canada's security requirements. Any Respondents who do not currently possess any of the anticipated security clearances are encouraged to initiate the relevant security process. The work to be procured under this procurement may also be subject to additional security requirements, depending on Canada's individual needs.

6.2 Anticipated Security Requirements:

Respondents will note that certain security elements are included as mandatory criteria at the ITQ stage (as indicated in Article 4.2). Respondents are advised that this solicitation may include additional security requirements in the solicitation stage. Canada expects that those requirements will be similar to the draft security clauses contained at Articles 6.2.1 and 6.2.2. These are being provided for information purposes only. While it is recommended that Respondents initiate the clearance process it is not mandatory for qualification and does not guarantee qualification once obtained.

There will be security requirements associated with any solicitation. Preliminary security requirements for the solicitation and resulting contracts, standing offers and/or supply arrangements are outlined below to assist Respondents in preparing for the security requirements.

Canadian Respondents that do not currently have personnel and organization security clearances through the Canadian federal government, or Respondents that do not meet the anticipated security requirements outlined below, should begin the clearance process early by contacting the Industrial Security Program (ISP) of Public Service Procurement Canada (PSPC) (<https://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html>) website.

6.2.1 SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CSP, PWGSC, the Contractor personnel MAY NOT ENTER sites without an escort.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex A;
 - (b) Contract Security Manual (Latest Edition).

6.2.2 SECURITY REQUIREMENTS FOR FOREIGN SUPPLIERS

The following foreign security clauses must be inserted into the contractual documentation:

The Designated Security Authority for Canada (Canadian DSA) is the Industrial Security Sector (ISS), Public Works and Government Services Canada (PWGSC), administered by International Industrial Security Directorate (IISD), PWGSC. The Canadian DSA is the authority for confirming Contractor compliance with the security aspects of this contract for foreign suppliers.

Due to the sensitivity of the assets procured under this contract and the nature of the sites to be accessed during the installation and in-service support, the following security requirements apply to the foreign recipient Contractor incorporated or authorized to do business in a jurisdiction other than Canada and delivering outside of Canada the services listed and described in the subsequent contract.

1. The Foreign recipient Contractor must, at all times during the performance of the contract, hold an equivalence to a valid Designated Organization Screening (DOS), issued by the Canadian DSA as follows:
 - i. The Foreign recipient Contractor must provide proof that they are incorporated or authorized to do business in their jurisdiction.
 - ii. The Foreign recipient Contractor must not begin the work, services or performance until the Canadian Designated Security Authority (DSA) is satisfied that all contract security requirement conditions have been met. Canadian DSA confirmation must be provided, in writing, to the foreign recipient Contractor in an Attestation Form, to provide confirmation of compliance and authorization for services to be performed.
 - iii. The Foreign recipient Contractor must identify an authorized Contract Security Officer (CSO) and an Alternate Contract Security Officer (ACSO) (if applicable) to be responsible for the overseeing of the security requirements, as defined in this contract. This individual will be appointed by the proponent foreign recipient Contractor's Chief Executive officer or Designated Key Senior Official, defined as an owner, officer, director, executive, and or partner who occupy a position which would enable them to adversely affect the organization's policies or practices in the performance of the contract.
 - iv. The Foreign recipient Contractor must not permit access to restricted sites identified by Canada, except to its personnel subject to the following conditions:
 - a. Personnel have a need-to-know for the performance of the contract;
 - b. Personnel have been subject to a Criminal Record Check, with favourable results, from a recognized governmental agency in their country as well as a Background Verification, validated by the Canadian DSA;
 - c. The Foreign recipient Contractor must ensure that personnel provide consent to share results of the Criminal Record and Background Checks with the Canadian DSA and other Canadian Government Officials, if requested;
 - d. In case of emergency situations, difficult to service and remote locations, an equivalent Personnel Security process could be pre-approved by the Canadian DSA and other delegated Canadian Government Officials;
 - e. The Government of Canada reserves the right to deny access to installation and in-service support site to a foreign recipient Contractor for cause.
2. The foreign recipient Contractor requiring access to installation and in-service support site, under this contract, must submit a Request for Site Access to the Chief Security Officer of the Canadian Government Department or delegated Canadian Government official for review and approval.

3. Subcontracts related to installation and in-service support, under this contract, are NOT to be awarded without the prior written permission of the Canadian DSA in order to confirm the security requirements to be imposed on the subcontractors.
4. The Foreign recipient Contractor / Subcontractor personnel MUST NOT HAVE ACCESS to CANADA PROTECTED information/assets, and MUST NOT ENTER Government of Canada or Contractor sites where such information/assets are kept, without an escort. An escort is defined as a Government of Canada employee or approved Contractor who holds the appropriate Personnel Security Clearance at the required level.
5. Requests to electronically access, process, produce, transmit or store information related to the Work during installation and in-service support must be pre-approved by Canada.
6. The Foreign recipient Contractor must comply with the provisions of the Security Requirements Check List attached at **Annex A**.

6.3 On-going Supply Chain Integrity Process

6.3.1 Supply Chain Integrity Process: The Parties acknowledge that a Supply Chain Integrity Process assessment was a key component of the procurement process that resulted in the award of this Contract. In connection with that assessment process, Canada assessed the Contractor's Supply Chain Security Information (SCSI) without identifying any security concerns. The following SCSI was submitted:

- (i) Product list; and
- (ii) a list of subcontractors.

6.3.2 This SCSI was included as (Attachment 1). The Parties also acknowledge that security is a critical consideration for Canada with respect to this Contract and that on-going assessment of SCSI will be required throughout the Contract Period. This Article governs that process.

6.3.3 Assessment of New SCSI: During the Contract Period, the Contractor may need to modify the SCSI information contained in (Attachment 2). In that regard:

6.3.3.1 The Contractor, starting at contract award, must revise its SCSI at least once a year to show all changes made, as well as all deletions and additions to the SCSI that affect the services under the Contract (including Products deployed by its subcontractors) during that period; the list must be marked to show the changes made during the applicable period. If no changes have been made during the reporting year, the Contractor must advise the Contracting Authority in writing that the existing list is unchanged.

6.3.3.2 The Contractor agrees that, during the Contract Period, it will periodically (at least once a year) provide the Contracting Authority with updates regarding upcoming new Products that it anticipates deploying in the Work (for example, as it develops its "technology roadmap" or similar plans). This will allow Canada to assess those Products in advance so that any security concerns can be identified prior to the Products being deployed in connection with the services being delivered under the Contract. Canada will endeavour to assess proposed new Products within 30 calendar days, although lengthier lists of Products may take additional time.

6.3.3.3 Canada reserves the right to conduct a complete, independent security assessment of all new SCSl. The Contractor must, if requested by the Contracting Authority, provide any information that Canada requires to perform its assessment.

6.3.3.4 Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is provided by the Contractor or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of any proposed new SCSl.

6.3.4 Identification of New Security Vulnerabilities in SCSl already assessed by Canada:

6.3.4.1 The Contractor must provide to Canada timely information about any vulnerabilities of which it becomes aware in performing the Work, including any weakness, or design deficiency, identified in any Product used to deliver services that would allow an unauthorized individual to compromise the integrity, confidentiality, access controls, availability, consistency or audit mechanism of the system or the data and applications it hosts.

6.3.4.2 The Contractor acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified and, that being the case, new security vulnerabilities may be identified in SCSl that have already been the subject of an SCSl assessment and assessed without security concerns by Canada, either during the procurement process or later during the Contract Period.

6.3.5 Addressing Security Concerns:

6.3.5.1 If Canada notifies the Contractor of security concerns regarding a Product that has not yet been deployed, the Contractor agrees not to deploy it in connection with this Contract without the consent of the Contracting Authority.

6.3.5.2 At any time during the Contract Period, if Canada notifies the Contractor that, in Canada's opinion, there is a Product that is being used in the Contractor's solution (including use by a subcontractor) that has been assessed as having the potential to compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, then the Contractor must:

- A. provide Canada with any further information requested by the Contracting Authority so that Canada may perform a complete assessment;
- B. if requested by the Contracting Authority, propose a mitigation plan (including a schedule), within 10 business days, such as migration to an alternative Product. The Contracting Authority will notify the Contractor in writing if Canada approves the mitigation plan, or will otherwise provide comments about concerns or deficiencies with the mitigation plan; and
- C. implement the mitigation plan approved by Canada.

This process applies both to new Products and to Products that were already assessed pursuant to the Supply Chain Integrity Process assessment by Canada, but for which new security vulnerabilities have since been identified.

6.3.5.3 Despite the previous Sub-article, if Canada determines in its discretion that the identified security concern represents a threat to national security that is both serious and imminent, the Contracting Authority may require that the Contractor immediately cease deploying the identified Product(s) in the Work. For Products that have already been deployed, the Contractor must identify and/or remove (as required by the Contracting Authority) the Product(s) from the Work according to a schedule determined by Canada. However, prior to making a final determination in this regard, Canada will provide the Contractor with the opportunity to make representations within 48 hours of receiving notice from the Contracting Authority. The Contractor may propose, for example, mitigation measures for Canada's consideration. Canada will then make a final determination.

6.3.6 Cost Implications:

6.3.6.1 Any cost implications related to a demand by Canada to cease deploying or to remove a particular Product or Products will be considered and negotiated in good faith by the Parties on a case-by-case basis and may be the subject of a Contract Amendment. However, despite any such negotiations, the Contractor must cease deploying and/or remove the Product(s) as required by Canada. The negotiations will then continue separately. The Parties agree that, at a minimum, the following factors will be considered in their negotiations, as applicable:

- A. with respect to Products already assessed without security concerns by Canada pursuant to an SCSI assessment, evidence from the Contractor of how long it has owned the Product;
- B. with respect to new Products, whether or not the Contractor was reasonably able to provide advance notice to Canada regarding the use of the new Product in connection with the Work;
- C. evidence from the Contractor of how much it paid for the Product, together with any amount that the Contractor has pre-paid or committed to pay with respect to maintenance and support of that Product;
- D. the normal useful life of the Product;
- E. any "end of life" or other announcements from the manufacturer of the Product indicating that the Product is or will no longer be supported;
- F. the normal useful life of the proposed replacement Product;
- G. the time remaining in the Contract Period;
- H. whether or not the existing Product or the replacement Product is or will be used exclusively for Canada or whether the Product is also used to provide services to other customers of the Contractor or its subcontractors;

- I. whether or not the Product being replaced can be redeployed to other customers;
- J. any training required for Contractor personnel with respect to the installation, configuration and maintenance of the replacement Products, provided the Contractor can demonstrate that its personnel would not otherwise require that training;
- K. any developments costs required for the Contractor to integrate the replacement Products into the Service Portal, operations, administration and management systems, if the replacement Products are Products not otherwise deployed anywhere in connection with the Work; and
- L. the impact of the change on Canada, including the number and type of resources required and the time involved in the migration.

6.3.6.2 Additionally, if requested by the Contracting Authority, the Contractor must submit a detailed cost breakdown, once any work to address a security concern identified under this Article has been completed. The cost breakdown must contain an itemized list of all applicable cost elements related to the work required by the Contracting Authority and must be signed and certified as accurate by the Contractor's most senior financial officer, unless stated otherwise in writing by the Contracting Authority. Canada must consider the supporting information to be sufficiently detailed for each cost element to allow for a complete audit. In no case will any reimbursement of any expenses of the Contractor (or any of its subcontractors) exceed the demonstrated out-of-pocket expenses directly attributable to Canada's requirement to cease deploying or to remove a particular Product or Products.

6.3.6.3 Despite the other provisions of this Article, if the Contractor or any of its subcontractors deploys new Products that Canada has already indicated to the Contractor are the subject of security concerns in the context of the Work, Canada may require that the Contractor or any of its subcontractors immediately cease deploying or remove that Product. In such cases, any costs associated with complying with Canada's requirement will be borne by the Contractor and/or subcontractor, as negotiated between them. Canada will not be responsible for any such costs.

6.4 On-going Supply Chain Security Assessment of Products

6.4.1 The process described in this Article may apply to a single Product, to a set of Products, or to all Products manufactured or distributed by a particular supplier.

6.4.2 The process described in this Article also applies to subcontractors. With respect to cost implications, Canada acknowledges that the cost considerations with respect to concerns about subcontractors (as opposed to Products) may be different and may include factors such as the availability of other subcontractors to complete the work.

6.4.3 Any service levels that are not met due to a transition to a new Product or subcontractor required by Canada pursuant to this Article will not trigger a Service Credit, nor will a failure in this regard be taken into consideration for overall metric calculations, provided that the Contractor implements the necessary changes in accordance with the migration plan approved by Canada or proceeds immediately to implement Canada's requirements if Canada has determined that the threat to national security is both serious and imminent.

6.4.4 If the Contractor becomes aware that any subcontractor is deploying Products subject to security concerns in relation to the Work, the Contractor must immediately notify both the Contracting Authority and the Technical Authority and the Contractor must enforce the terms of its contract with its subcontractor. The Contractor acknowledges its obligations pursuant to applicable General Conditions 2010A, Subsection 9(3).

6.4.5 Any determination made by Canada will constitute a decision with respect to a specific Product or subcontractor and its proposed use under this Contract, and does not mean that the same Product or subcontractor would necessarily be assessed in the same way if proposed to be used for another purpose or in another context.

6.5 Change of Control

6.5.1 At any time during the Contract Period, if requested by the Contracting Authority, the Contractor must provide to Canada:

6.5.1.1 an organization chart for the Contractor showing all related corporations and partnerships; for the purposes of this subsection, a corporation or partnership will be considered related to another entity if:

- A. they are "related persons" or "affiliated persons" according to the Canada *Income Tax Act*;
- B. the entities have now or in the two years before the request for the information had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- C. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

6.5.1.2 a list of all the Contractor's shareholders; if the Contractor is a subsidiary, this information must be provided for each parent corporation or parent partnership, up to the ultimate owner; with respect to any publicly traded corporation, Canada anticipates that the circumstances in which it would require a complete list of shareholders would be unusual and that any request from Canada for a list of a publicly traded corporation's shareholders would normally be limited to a list of those shareholders who hold at least 1% of the voting shares;

6.5.1.3 a list of all the Contractor's directors and officers, together with each individual's home address, date of birth, birthplace and citizenship(s); if the Contractor is a subsidiary, this information must be provided for each parent corporation or parent partnership, up to the ultimate owner; and

6.5.1.4 any other information related to ownership and control that may be requested by Canada.

6.5.2 If requested by the Contracting Authority, the Contractor must provide this information regarding its subcontractors as well. However, if a subcontractor considers this information to be confidential, the Contractor may meet its obligation by having the subcontractor submit the information directly to the Contracting Authority. Regardless of whether the information is submitted by the Contractor or a subcontractor, Canada agrees to handle this information in accordance with Subsection 22(3) of General Conditions 2035 (General Conditions — Higher Complexity — Services), provided the information has been marked as either confidential or proprietary.

6.5.3 The Contractor must notify the Contracting Authority in writing of:

6.5.3.1 any change of control in the Contractor itself;

6.5.3.2 any change of control in any parent corporation or parent partnership of the Contractor, up to the ultimate owner; and

6.5.2.3 any change of control in any subcontractor performing any part of the Work (including any change of control in any parent corporation or parent partnership of the subcontractor, up to the ultimate owner).

6.5.2.4 The Contractor must provide this notice by no later than 10 FGWDs after any change of control takes place (or, in the case of a subcontractor, within 15 FGWDs after any change of control takes place). Where possible, Canada requests that the Contractor provide advance notice of any proposed change of control transaction.

6.5.4 In this section, a "**change of control**" includes but is not limited to a direct or indirect change in the effective control of the corporation or partnership, whether resulting from a sale, encumbrance, or other disposition of the shares (or any form of partnership units) by any other means. In the case of a joint venture Contractor or subcontractor, this applies to a change of control of any of the joint venture's corporate or partnership members. In the case of a Contractor or subcontractor that is a partnership or limited partnership, this requirement also applies to any corporation or limited partnership that is a partner.

6.5.5 If Canada determines in its sole discretion that a change of control affecting the Contractor (either in the Contractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada may terminate the Contract on a "no-fault" basis by providing notice to the Contractor within 90 days of receiving the notice from the Contractor regarding the change of control. Canada will not be required to provide its reasons for terminating the Contract in relation to the change of control, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security.

6.5.6 If Canada determines in its sole discretion that a change of control affecting a subcontractor (either in the subcontractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada will notify the Contractor in writing of its determination. Canada will not be required to provide the reasons for its determination, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security. The Contractor must, within 90 days of receiving Canada's determination, arrange for another subcontractor, acceptable to Canada, to perform the portion of the Work being performed by the existing subcontractor (or

the Contractor must perform this portion of the Work itself). If the Contractor fails to do so within this time period, Canada will be entitled to terminate the Contract on a "no-fault" basis by providing notice to the Contractor within 180 days of receiving the original notice from the Contractor regarding the change of control.

6.5.7 In this section, termination on a "no-fault" basis means that neither party will be liable to the other in connection with the change of control or the resulting termination, and Canada will only be responsible for paying for those services received up to the effective date of the termination.

6.5.8 Despite the foregoing, Canada's right to terminate on a "no-fault" basis will not apply to circumstances in which there is an internal reorganization that does not affect the ownership of the ultimate parent corporation or parent partnership of the Contractor or subcontractor, as the case may be; that is, Canada does not have a right to terminate the Contract pursuant to this section where the Contractor or subcontractor continues, at all times, to be controlled, directly or indirectly, by the same ultimate owner. However, in any such case, the notice requirements of this section still apply.

Solicitation No. - N° de l'invitation
47419-194091
Client Ref. No. - N° de réf. du client
1000344091

Amd. No. - N° de la modif.
File No. - N° du dossier
PV883.47419-194091

Buyer ID - Id de l'acheteur
PV883
CCC No./N° CCC - FMS No./N° VME

ANNEX A - SECURITY REQUIERMENT CHECK LIST (SRCL)

Solicitation No. - N° de l'invitation
47419-194091
Client Ref. No. - N° de réf. du client
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PV883.47419-194091

Buyer ID - Id de l'acheteur
PV883
CCC No./N° CCC - FMS No./N° VME

FORM 1 - RESPONDENT DECLARATION AND RESPONSE SUBMISSION FORM

By submitting its Response, the Respondent hereby certifies to Canada as follows:

1. Respondent's Full Legal Name The "Respondent is the person or entity submitting the Response. Respondents who are part of a corporate group should clearly identify the corporation that is the actual Respondent.	
Name	[RESPONDENT'S FULL LEGAL NAME]
Business Name (if different from legal name)	
Mailing Address	[RESPONDENT'S FULL ADDRESS INCLUDING: Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory Postal Code Country]
Civic (physical) address	Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory Postal Code Country]
Organization Telephone number	
2. Respondent's Procurement Business Number (PBN) [Note to Respondents: Please ensure that the PBN you provide matches the legal name under which you have submitted your response. If it does not, the Respondent will be determined based on the legal name provided, not based on the PBN, and the Respondent will be required to submit the PBN that matches the legal name of the Respondent.]	
Procurement Business Number	[PROCUREMENT BUSINESS NUMBER]
3. Authorized Representative of the Respondent	
Name	
Title	
Telephone Number	
E-mail	

Solicitation No. - N° de l'invitation
47419-194091
Client Ref. No. - N° de réf. du client
1000344091

Amd. No. - N° de la modif.
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PV883.47419-194091

Buyer ID - Id de l'acheteur
PV883
CCC No./N° CCC - FMS No./N° VME

4. Identifications of Joint-Venture Parties For a Proposal submitted on behalf of a joint venture, provide the information or indicate "n/A" if not applicable	
Name(s) of Joint Venture Personas or Entities	PBN(s) of Joint Venture Member
5. Language Preference English <input type="checkbox"/> French <input type="checkbox"/>	If qualified to participate in the next step of the solicitation process, the respondent would prefer to receive correspondence and associated procurement documentation in the following language:
6. Applicable Laws Respondents may substitute the applicable laws of another Canadian province or territory by deleting the name of the specified jurisdiction and inserting the name of the province or territory of their choice. If no change is made, the respondent acknowledges its acceptance of the specified jurisdiction.	
Applicable Laws	Ontario Canada
7. Federal Contractors Program for Employment Equity (FCP)	
Eligibility to Respond Federal Contractors Program for Employment Equity	<input type="checkbox"/> The Respondent, and any of its persons or entities if it is a Joint Venture, is not named on the Federal Contractors Program (FCP) for Employment Equity "FCP Limited Eligibility to Bid" list.
8. Security Clearance Level of Respondant (include both the level and the date Security Clearance was granted) Please ensure that the security clearance matches the legal name of the respondent. If it does not, the security clearance is not valid for the Respondent or email sent to the Contracting Authority to initiate the Security Clearance.	
Date Granted	Security Level

Solicitation No. - N° de l'invitation
47419-194091
Client Ref. No. - N° de réf. du client
1000344091

Amd. No. - N° de la modif.
File No. - N° du dossier
PV883.47419-194091

Buyer ID - Id de l'acheteur
PV883
CCC No./N° CCC - FMS No./N° VME

9. Accuracy and Integrity Accuracy of information	<input type="checkbox"/> All the information that the respondent submits with its Response is true, accurate, and complete as of the date indicated below.
10. Code of Conduct for Procurement	<input type="checkbox"/> The Respondent complies with Canada's Code of Conduct for Procurement (the Code)

11. Ineligibility and Suspension Policy	<p><input type="checkbox"/> The Respondent has read, understands, and complied with the requirements of Canada's Ineligibility and Suspension Policy ("Policy") and applicable directives in effect on the bid solicitation issue date.</p> <p><input type="checkbox"/> The Respondent is not currently suspended, or ineligible under the Policy.</p> <p><input type="checkbox"/> The Respondent understands that any subsequent criminal charges or convictions may result in the Bidder's suspension or ineligibility to contract with Canada.</p>
<p>List of Names: Board of Directors (First Name Last Name) List may be included as an attachment to this Annex Other Members (First Name Last Name)</p>	
1. Director	
2. Director	
3. Director	
4. Director	
5. Director	
6. Director	
7. Director	
8. Director	
9. Director	
10. Director	
[Insert Title]	
[Insert Title]	

Solicitation No. - N° de l'invitation
47419-194091
Client Ref. No. - N° de réf. du client
1000344091

Amd. No. - N° de la modif.
File No. - N° du dossier
PV883.47419-194091

Buyer ID - Id de l'acheteur
PV883
CCC No./N° CCC - FMS No./N° VME

12. Declaration and Signatures

The Respondent represents that the person identified above as the Respondent's representative is fully authorized to represent the Respondent in all matters related to its Response, including but not limited to providing clarifications and additional information that may be requested in association with its Response.

The Respondent also hereby agrees and acknowledges that:

- a. This declaration form has been duly authorized and validly executed;
- b. The Respondent has received, read, examined, understood and agrees to be bound by the entire ITQ including all amendment(s) thereto;
- c. The Respondent is bound by all statements and representations in its ITQ Response; and
- d. The Respondent acknowledges that information provided above will be used to support the evaluation of its Response.

I, the undersigned, being a principal of the Respondent, have the authority to bind the Corporation, partnership, sole proprietorship, or Joint Venture as applicable, and hereby certify that the information given on this form and in the submitted Response is accurate to the best of my knowledge.

Name and Title of Representative authorized to sign on behalf of the Respondent	
	Name of Authorized Representative
	Title of Authorized Representative:

Signature and Date of Representative authorized to sign on behalf of the Respondent		
	Signature of Authorized Representative	Date

FORM 2 - ITQ MANDATORY CRITERIA M1 – PROVEN SYSTEM DETAILS

The Respondent must provide a complete product list for the proposed product at Mandatory Criteria identifying: the product name; the name of the original equipment manufacturer (OEM); the model and part number/version of each main component which makes up the system if known. The Supply Chain Integrity (SCI) verification will be assessed based on information provided in this form. The Respondents must complete the information in the following Table in accordance with **Article 4.2.1.**

Respondent Legal Name			
Respondent Address			
Respondent URL			
Name of Original Equipment Manufacturer (OEM)	Product Name	Model/Part Number/Version	Product URL

Proven Design

The Bidder must provide the following information regarding five units sold, deployed and operational (for a minimum of one year in service):

Model Number:
Number of Units Deployed:
Date of first delivery:
Max underwater speed:
System weight:
Tether Weight:

- The Bidder must provide the following information:
- Photographic images of the Proven Design UW-ROV system referenced above; and
 - Conceptual engineering drawing(s) of the proposed UW-ROV system, showing dimensions of principal components such as: the propellers, lights, cameras and protection scheme

Additional details appended as:

Solicitation No. - N° de l'invitation
47419-194091
Client Ref. No. - N° de réf. du client
1000344091

Amd. No. - N° de la modif.
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PV883.47419-194091

Buyer ID - Id de l'acheteur
PV883
CCC No./N° CCC - FMS No./N° VME

FORM 3 – ITQ MANDATORY CRITERIA M2 – ADAPTABILITY VERIFICATION FORM

Adaptability

Engineering/Technical Lead

Name:

Title:

Resume:

Intellectual Property

List any critical software(s) or hardware(s) licenced for use in the Proven Design:

.....
.....
.....

List any Restriction(s) on its modification, configuration, use:

.....
.....
.....
.....

Manufacturing Capacity

Manufacturing Location:

Manufacturing Product Type(s):

Manufacturing Annual Output:

Max # Proven Design Systems Per Year:

Manufacturing Time for Proven Design (from Contract to delivery):

FORM 4 – ITQ MANDATORY CRITERIA M2 - EXPERIENCE VERIFICATION FORM

The Respondent must provide the following information related to Mandatory Criteria **M2** as indicated in **Article 4.2.1** Mandatory Qualification Criteria.

Experience

The Bidder must provide one reference for clients having purchased a Proven Design system and can attest to the **Maintenance and Support Services** provided by the Contractor.

Reference:

Name :

Title: Phone:

Email:

Address:

.....

.....

Model(s) Purchased: Number of Units:

..... Number of Units

Deployment Date:

Deployment Location:

Warranty Duration:

Maintenance Services Description:

The Bidder must provide one reference for clients who were provided with custom **Technical Services** (i.e., Engineering/Design, etc.) pertaining to Non-Intrusive Inspection Equipment

Reference:

Name:

Title: Phone:

Email:

Address:

.....

.....

Service Delivery Date/Duration:

Contract # or Reference:

Service Delivery Location:

Technical Service Description:.....

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Solicitation No. - N° de l'invitation
47419-194091
Client Ref. No. - N° de réf. du client
1000344091

Amd. No. - N° de la modif.
File No. - N° du dossier
PV883.47419-194091

Buyer ID - Id de l'acheteur
PV883
CCC No./N° CCC - FMS No./N° VME

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The Bidder must provide one reference for clients who were provided with custom Technical Services (i.e., Engineering/Design, etc.) pertaining to Non-Intrusive Inspection Equipment

Reference:

Name:

Title: Phone:

Email:

Address:

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Service Delivery Date:

Technical Service Description:

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