



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

Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC  
11 Laurier St./ 11 rue, Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

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

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

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

**Comments - Commentaires**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Scientific, Medical and Photographic Division / Division de  
l'équipement scientifique, des produits photographiques et  
pharmaceutiques  
L'Esplanade Laurier  
140 O'Connor Street,  
East Tower, 7th Floor  
Ottawa  
Ontario  
K1A 0S5

<b>Title - Sujet</b> RADIATION DETECTION SYSTEM	
<b>Solicitation No. - N° de l'invitation</b> W8486-228166/A	<b>Date</b> 2022-01-24
<b>Client Reference No. - N° de référence du client</b> W8486-228166	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$\$PV-961-80890	
<b>File No. - N° de dossier</b> pv961.W8486-228166	<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 Standard Time EST <b>on - le 2022-03-07</b> Heure Normale du l'Est HNE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Bellerdine(pv961), Chad	<b>Buyer Id - Id de l'acheteur</b> pv961
<b>Telephone No. - N° de téléphone</b> (613) 323-0178 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	<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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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W8486-228166/A  
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W8486-228166

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv956.W8486-228166

Buyer ID - Id de l'acheteur  
PV956  
CCC No./N° CCC - FMS No./N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

The Annexes include the Statement of Work, CDRLs, DID's, Bid Evaluation Plan, the Security Requirements Checklist, and the Basis of Payment

### **1.2 Summary**

- 1.2.1** The Department of National Defence (DND) has a requirement to replace, on an on-going basis, the existing Hand-Held and Vehicle-Mounted Radiation Detection System (RDS) fleets as they become Beyond Economic Repair or unrepairable due to obsolescence. The initial contract will be for a term of 4 years with the option to extend another 2 years. Delivery will be to Montréal, Quebec. The Work to be performed is detailed under Annex A.
- 1.2.2** There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- 1.2.3** This procurement is subject to the Controlled Goods Program. The Defence Production Act defines Canadian Controlled Goods as certain goods listed in Canada's Export Control List, a regulation made pursuant to the Export and Import Permits Act (EIPA).
- 1.2.4** This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.
- 1.2.5** The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.

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

### **1.3 Debriefings**

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

### **1.4 Phased Bid Compliance Process**

The Phased Bid Compliance Process applies to this requirement.

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

Delete: 60 days  
Insert: 180 days

#### **2.1.1 SACC Manual Clauses**

SACC Manual clause B1000T (2014-06-26) Condition of Material

### **2.2 Submission of Bids**

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](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Note: Bids will not be accepted if emailed directly to the above email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

No bid shall be sent directly to the PWGSC Contracting Authority.

Due to the nature of the bid solicitation, hard copy bids (paper or soft copies on media) submitted to PWGSC will not be accepted.

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### **2.4 Applicable Laws**

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

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

### **2.5 Improvement of Requirement During Solicitation Period**

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

### **2.6 Bid Challenge and Recourse Mechanisms**

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

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

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

Due to the nature of the bid solicitation, hard copy bids (paper or soft copies on media) will not be accepted.

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

Canada requests that Bidders use a numbering system that corresponds to the bid solicitation.

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)

- 3) Unless otherwise noted, bidders are encouraged to submit bids electronically. If hard copies are required, bidders should:
- use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
  - use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

## Section I: Technical Bid

In their technical bid, Bidders 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.

- Supporting Technical documentation:** Bidders must include technical brochures or technical data to demonstrate compliancy to the requirement as described in Annex **A**.
- List of Products:** Bidders must include a complete product list identifying: the product name; the name of manufacturer; the model and part number of each component which make up the system. The bidder is requested to use the form provided in Annex "I".
- Training Plan:** Bidders should include a training plan, which must demonstrate that the Bidder's training plan meets all the mandatory requirements for training described in Annex **"A"**. The training plan must include, at a minimum, a description of the course materials that will be provided to participants; the training schedule; and the duration of the training.

## Section II: Financial Bid

- Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment including Annex **"F"** – Basis of Payment.
- 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, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- 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.



### 3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete ATTACHMENT “1” to PART 3 OF THE BID SOLICITATION, to identify which ones are accepted.

If ATTACHMENT “1” to PART 3 OF THE BID SOLICITATION Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

### 3.1.2 Exchange Rate Fluctuation

SACC Manual clause [C3011T](#) (2013-11-06) Exchange Rate Fluctuation

## Section III: Certifications

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

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Phased Bid Compliance Process

##### 4.1.1.1 (2018-07-19) General

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

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

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

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2020-05-28) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### **4.1.1.2 (2018-03-13) Phase I: Financial Bid**

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.

- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

#### **4.1.1.3 (2018-03-13) Phase II: Technical Bid**

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

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as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional

information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.

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

#### **4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Bid**

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

#### **4.1.2 (2017-07-31) Technical Evaluation**

##### **4.1.2.1 (2017-07-31) Mandatory Technical Evaluation Criteria**

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. Mandatory Technical Evaluation ("Key Parameters") Criteria can be found in Annex "D."

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

##### **4.1.2.2 Point Rated Technical Criteria**

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. The rated evaluation criteria are described in Annex "D" of the RFP.

Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly.

#### **4.1.3 Financial Evaluation**

The financial evaluation will be conducted by calculating the Total Aggregated Bid Price in accordance with the pricing tables provided in Annex "F" – Basis of Payment.

##### **4.1.3.1 Mandatory Financial Criteria**

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

#### **4.2 Basis of Selection**

- 1) To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of at least half of the available points for the point rated technical criteria in the operational criteria evaluation section (see Annex D). The rating is performed on a scale of 930 points.
- 2) Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 3) The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
- 4) To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%
- 5) To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%

- 6) For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7) Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

**Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)**

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

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Bid

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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

#### 5.1.2 Additional Certifications Required with the Bid

### 5.1.2.1 COVID-19 vaccination requirement certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

#### COVID-19 Vaccination Requirement Certification

I, \_\_\_\_\_ (*first and last name*), as the representative of  
\_\_\_\_\_ (*name of business*) pursuant to  
\_\_\_\_\_ (*insert solicitation number*), warrant and certify that all  
personnel that \_\_\_\_\_ (*name of business*) will provide on the  
resulting Contract who access federal government workplaces where they may come into contact with  
public servants will be:

- (a) fully vaccinated against COVID-19;
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or
- c) partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by \_\_\_\_\_ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the \_\_\_\_\_ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada



Solicitation No. - N° de l'invitation  
W8486-228166/A  
Client Ref. No. - N° de réf. du client  
W8486-228166

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv956.W8486-228166

Buyer ID - Id de l'acheteur  
PV956  
CCC No./N° CCC - FMS No./N° VME

reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### **Optional**

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: \_\_\_\_\_

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

## **5.2 Certifications Precedent to Contract Award and Additional Information**

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

### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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

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



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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

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

#### **5.2.3.1 Product Conformance**

The Bidder certifies that all goods proposed conform, and will continue to conform throughout the period of the contract, to the requirement detailed under Annex A.

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**Bidder's authorized representative signature**                      **Date**

#### **5.2.3.2 OEM Certification**

(i) Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware or equipment proposed as part of its bid is required to submit the OEM's certification regarding the Bidder's authority to provide and maintain the OEM's hardware or equipment, which must be signed by the OEM (not the Bidder). No Contract will be awarded to a Bidder who is not the OEM of the hardware or equipment it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Bidders are requested to use the OEM Certification Form included with the bid solicitation at Attachment 2 to Part 5 of the Bid Solicitation. Although all the contents of the OEM Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders/OEMs who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

(ii) If the hardware or equipment proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.

(iii) For the purposes of this bid solicitation, OEM means the manufacturer of the hardware or equipment, as evidenced by the name appearing on the hardware or equipment and on all accompanying documentation.

## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 Security Requirements**

1. Before award of a contract, the following conditions must be met:

- 
- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
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.
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

## **6.2 Controlled Goods Requirement**

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

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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 at Annex "A".

#### 7.1.1 Optional Requirement

- a) The Contractor grants to Canada the irrevocable option to acquire the goods, services or both as further described in Annex "A" under the same terms and 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.
- b) The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.
- c) **Option to Purchase Additional units:** The Contractor grants to Canada the irrevocable option to purchase additional units under the same terms and conditions and at the prices and/or rates stated in the Contract.

### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

[2030](#) (2021-12-02) General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

**Section 22** entitled Warranty of general conditions 2030 (2021-12-02) is amended by deleting subsections 3 and 4 in its entirety and replacing it with the following:

3. The Work or any part of the Work found to be defective or non-conforming will be returned to the Contractor's plant for replacement, repair or making good. However, when in the opinion of Canada it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

4. The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant pursuant to subsection 3. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location directed by Canada.

All other provisions of the warranty section remain in effect.

#### 7.2.2 Supplemental General Conditions

[4001](#) (2015-04-01) Hardware Purchase, Lease and Maintenance;

4003 (2010-08-16) Licensed Software;  
4004 (2013-04-25) Maintenance and Support Services for Licensed Software; and  
4013 (2021-11-29) Compliance with on-site measures, standing orders, policies, and rules

apply to and form part of the Contract.

**Section 14** of supplemental general conditions 4001 (2015-04-01) is amended by replacing the period of twelve (12) months by twenty-four (24) months.

All other provisions of the warranty section remain in effect.

### **7.3 Security Requirements**

**7.3.1** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

Contractor personnel MAY NOT ENTER NOR PERFORM WORK ON sites where PROTECTED or CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed.

### **7.4 Term of Contract**

#### **7.4.1 Period of the Contract**

- (a) The period of the Contract begins on the date the contract is awarded and ends 5 years after delivery and acceptance of the work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer; and
- (b) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

#### **7.4.2 Delivery Date**

All the deliverables must be received in accordance with the timelines set out in Annex F.

#### **7.4.3 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional 1 year periods under the same terms and 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 before the expiry date of the contract by sending a written notice to the Contractor. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### **7.4.4 Delivery Points**

Delivery of the requirement will be made to delivery points specified at Article 7.21.1 of the Contract.

### **7.5 Authorities**

#### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Solicitation No. - N° de l'invitation  
W8486-228166/A  
Client Ref. No. - N° de réf. du client  
W8486-228166

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv956.W8486-228166

Buyer ID - Id de l'acheteur  
PV956  
CCC No./N° CCC - FMS No./N° VME

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Name: Chad Bellerdine  
Title: Supply Specialist  
Public Works and Government Services Canada  
Pharmaceuticals Procurement Directorate  
140 O'Connor Street, 7th floor  
East Tower, L'Esplanade Laurier (LEL)  
Ottawa, Ontario, K1A 0R5  
Telephone: (613) 323-0178  
E-mail address: [chad.bellerdine@tpsgc-pwgsc.gc.ca](mailto:chad.bellerdine@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 Procurement Authority

The Procurement Authority for the Contract is:

Name:  
Title: Senior Materiel Acquisition and Support Specialist, DLP 6-5-2  
Organization: Department of National Defence  
Address: 101 Colonel By Drive, Ottawa ON K1A 0K2  
Telephone:  
E-mail address:

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

### 7.5.3 Technical Authority

Name:  
Title: Project Manager  
Organization: DGLEPM/DCSEM  
Address: 101 Colonel By Dr, Ottawa, ON K1A 0K2  
Telephone:  
E-mail address:

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

### 7.5.4 Accounts Payable Contact *(at client department; to be filled in only at contract award)*

Name:  
Telephone:  
E-mail address:

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### 7.5.5 Contractor's Representative *(to be completed by the bidder)*

The telephone number (with extension if applicable) of the person responsible for:

#### General enquiries

#### Delivery Follow-up

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Tel. No. \_\_\_\_\_ ext: \_\_\_\_\_

Tel. No. \_\_\_\_\_ ext: \_\_\_\_\_

E-mail address: \_\_\_\_\_

E-mail address: \_\_\_\_\_

### 7.6 Payment

#### 7.6.1 Basis of Payment

##### Functional Evaluation

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices as specified in Annex "F" - Basis of Payment, Table 1. Customs duties are included and Applicable Taxes are extra.

##### Initial Requirement

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices as specified in Annex "F" - Basis of Payment, Tables 2-6. Customs duties are included and Applicable Taxes are extra.

##### Optional Requirements

For the option to purchase additional units, if Canada exercises its option, Canada will pay the Contractor, firm unit price(s), as specified in Annex "F" - Basis of Payment, Table 7. Customs duties are included and Applicable Taxes are extra.

#### 7.6.2 Limitation of Price

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

#### 7.6.3 Travel and Living Expenses - National Joint Council Travel Directive

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Technical Authority.

All payments are subject to government audit.

#### 7.6.4 Method of Payment

SACC Manual clause [C2000C](#) (2007-11-30) Taxes - Foreign-Based Contractor

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SACC Manual clause [C2608C](#) (2020-07-01) Canadian Customs Documentation  
SACC Manual clause [C2610C](#) (2007-11-30) Customs Duty - DND – Importer  
SACC Manual clause [H1001C](#) (2017-08-17) Multiple Payments

### **7.6.5 Electronic Payment of Invoices – Contract**

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

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

### **7.7 Invoicing Instructions**

**7.7.1** The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

**7.7.2** Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- (c) One (1) copy must be forwarded to the consignee.
- (d) Invoices and order confirmations can be sent via e-mail to: \_\_\_\_\_
- (e) To facilitate the payment process, it is important that the Contractor quote the contract number on all the invoices, shipping bills and packing slips. Failure to do so will delay payment and the date used for calculating interest on overdue accounts.

### **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.

#### **7.8.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

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

### **7.9 Applicable Laws**

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

## 7.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions:
  - i. 4001, (2015-04-01) Hardware Purchase, Lease and Maintenance;
  - ii. 4003, (2010-08-16) Licensed Software;
  - iii. 4004, (2013-04-25) Maintenance and Support Services for Licensed Software;
  - iv. 4013, (2021-11-29) Compliance with on-site measures, standing orders, policies, and rules
- (c) the general conditions [2030](#) (2021-12-02), General Conditions - Higher Complexity - Goods;
- (d) Annex A, Statement of Work;
- (e) Annex G, List of Products;
- (f) Annex F, Basis of Payment;
- (g) Annex B, CDRL;
- (h) Annex C, DID;
- (i) Annex E, Security Requirements Check List; and
- (j) the Contractor's bid dated \_\_\_\_\_

## 7.11 Defence Contract

SACC Manual clause [A9006C](#) (2012-07-16) Defence Contract  
SACC Manual clause [A9062C](#) (2011-05-16) Canadian Forces Site Regulations  
SACC Manual clause [B1501C](#) (2018-06-21) Electrical equipment  
SACC Manual clause [B7500C](#) (2006-06-16) Excess Goods

## 7.12 Foreign Nationals (Canadian Contractor *OR* Foreign Contractor)

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

**OR**

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

## 7.13 Insurance

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

## 7.14 Controlled Goods Program

SACC Manual clause [A9131C](#) (2020-11-19) Controlled Goods Program  
SACC Manual clause [B4060C](#) (2011-05-16) Controlled Goods

## 7.15 Dangerous Goods

SACC Manual clause [D3010C](#) (2016-01-28) Delivery of Dangerous Goods/Hazardous Products  
SACC Manual clause [B1505C](#) (2016-01-28) Shipment of Dangerous Goods/Hazardous Products  
SACC Manual clause [D3015C](#) (2014-09-25) Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance

## 7.16 SACC Manual Clauses



SACC Manual clause [D2000C](#) (2007-11-30) Marking  
SACC Manual clause [D2001C](#) (2007-11-30) Labeling  
SACC Manual clause [D2025C](#) (2017-08-17) Wood Packaging Materials  
SACC Manual clause [D6010C](#) (2007-11-30) Palletization  
SACC Manual clause [D9002C](#) (2007-11-30) Incomplete Assemblies

## 7.17 Quality Assurance

SACC Manual clause [D5545C](#) (2019-05-30) ISO 9001:2015 - Quality Management Systems - Requirements (Quality Assurance Code C)  
SACC Manual clause [B1202C](#) (2007-05-25) Age Control of Elastomeric Materials

The Contractor must ensure that all items will contain 75 percent of the authorized shelf life as listed in CFTO D-05-001-001/SF-000 at date of delivery to the Department of National Defence.

## 7.18 Service Bulletins – Manufacturer

The Contractor must provide to the Technical Authority one soft copy by email of the manufacturers' service bulletins covering modifications, improvements, or special maintenance actions for goods delivered. The Contractor must continue to provide the service bulletins for a period of 10 year after delivery of the goods.

## 7.19 Packaging Requirement using Specification D-LM-008-036/SF-000

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

The Contractor must package all items in quantities of one by package.

## 7.20 Preparation for Delivery - Canadian-based Contractor

1. Preservation and packaging for all items must be in accordance with the Canadian Forces packaging specification D-LM-008-001/SF-001, and must be marked to D-LM-008-002/SF-001. Form Level B Pkg Data Form Req'd must be in accordance with D-LM-008-011/SF-001.
2. Packaging data forms previously approved by Canadian authorities are acceptable.
3. Approved coded packaging data is shown immediately below the description of the item to which it applies. Where no data is shown, the Contractor must submit a packaging data form for approval.

**OR**

## 7.20 Preparation for Delivery - United States-based Contractor

1. Preservation and packaging for all items must be in accordance with the current issue of United States (U.S.) Department of Defense Military Standard MIL-STD-2073 and must be marked to MIL-STD-129.
2. Packaging data forms previously approved by U.S. authorities are acceptable.
3. Approved coded packaging data is shown immediately below the description of the item to which it applies. Where no data is shown, the Contractor must submit a packaging data form for approval.

## 7.21 Shipping Instructions

### 7.21.1 Shipping Instructions - Delivery at Destination

**7.21.1.1** Goods must be consigned to the destination specified in the Contract and delivered:

Delivered Duty Paid (DDP) CFSD Montréal, QC Incoterms® 2010 for shipments from a commercial contractor.

**7.21.1.2** The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

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

SHIPPING ADDRESS:

25 Canadian Forces Supply Depot Montreal  
6363 Notre Dame Montreal, Quebec H1N 2E9  
ATTN: TRAFFIC SECTION - M. Mario Guertin  
Gestionnaire processus Expédition 25 DAFC  
25 CFSO Shipping manager  
514-252-2777 poste 4042  
E-mail: [25DAFCTrafficRDV@forces.gc.ca](mailto:25DAFCTrafficRDV@forces.gc.ca)

TESTING ADDRESS:

Canadian Forces Support Unit Ottawa  
360 Paul Benoit Driveway  
CMT building 346  
Ottawa, ON, K1V 2E6

## 7.22 Dispute Resolution

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

## 7.23 Anti-forced Labour Requirements

1. The Contractor represents and warrants that the Work is not mined, manufactured or produced wholly or in part by forced labour. Regardless of who acts as an importer, the Contractor must not during the performance of the Contract, directly or indirectly, deliver Work to Canada or import Work into Canada the importation of which is prohibited pursuant to ss. 136(1) of the *Customs Tariff Act* and

- tariff item No. 9897.00.00 of the Customs Tariff – Schedule (as amended from time to time), because it is mined, manufactured or produced wholly or in part by forced labour.
2. If a tariff classification determination is made under the *Customs Act* and that the importation of the Work, or any part of the Work, is prohibited, the Contractor must immediately inform the Contracting Authority in writing. Canada may terminate the Contract for default in accordance with section 2030 31- Default by the Contractor if the Work or any part of the Work is classified under tariff item no. 9897.00.00 of the Customs Tariff – Schedule as mined, manufactured or produced wholly or in part by forced labour. If the Contractor is aware that the Work, or any part of the Work, is being or has been investigated regarding whether it is prohibited from entry pursuant to tariff item No. 9897.00.00, the Contractor must immediately inform the Contracting Authority in writing of that investigation.
  3. Canada may terminate the Contract for default in accordance with section 2030 31- Default by the Contractor if it has reasonable grounds to believe the Work was mined, manufactured or produced in whole or in part by forced labour or linked to human trafficking. Reasonable grounds for making such a determination may include:
    - a. Findings or Withhold Release Orders issued by the United States Customs *Trade and Border Protection*, under the US Trade Facilitation and Trade Enforcement Act (TFTEA) of 2015; or
    - b. Credible evidence from a reliable source, including but not limited to non-governmental organizations.
  4. Canada may terminate the Contract for default in accordance with section 2030 31- Default by the Contractor if the Contractor has, in the past three years, been convicted of any of the following offences under the Criminal Code or the Immigration and Refugee Protection Act:
    - Criminal Code*
      - i. section 279.01 (Trafficking in persons);
      - ii. section 279.011 (Trafficking of a person under the age of eighteen years);
      - iii. subsection 279.02(1) (Material benefit - trafficking);
      - iv. subsection 279.02(2) (Material benefit - trafficking of person under 18 years);
      - v. subsection 279.03(1) (Withholding or destroying documents - trafficking);
      - vi. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years); or
    - Immigration and Refugee Protection Act*
      - vii. section 118 (Trafficking in persons).
  5. Canada may terminate the Contract for default in accordance with section 2030 31- Default by the Contractor if the Contractor has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada's opinion, is similar to any of the offences identified in paragraphs 4(i) to (vii).
  6. For purposes of determining whether a foreign offence is similar to a listed offence, PWGSC will take into account the following factors:
    - i. in the case of a conviction, whether the court acted within its jurisdiction;
    - ii. whether the supplier was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction;
    - iii. whether the court's decision was obtained by fraud; or
    - iv. whether the supplier was entitled to present to the court every defence that the supplier would have been entitled to present had the proceeding been tried in Canada.
  7. Where Canada intends to terminate the Contract under this section, Canada will inform the Contractor and provide the Contractor an opportunity to make written representations before making a final decision. Written representations must be submitted within 30 days from receiving a notice unless Canada establishes a different deadline.

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## **ANNEX "A" - STATEMENT OF WORK**

*(See attachment)*

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**ANNEX “B” - CONTRACT DATA REQUIREMENT CHECK LISTS (CDRL)**

*(See attachment)*

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**ANNEX "C" - DATA ITEM DESCRIPTION (DID)**

*(See attachment)*

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## **ANNEX “D” - BID EVALUATION PLAN**

*(See attachment)*

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## **ANNEX "E" - SECURITY REQUIREMENTS CHECK LIST**

*(See attachment)*



## ANNEX "F" - BASIS OF PAYMENT

The Bidder must provide all of the pricing requested in the following Tables in accordance with **Article 7.6.1 - Basis of Payment.**

**Table 1: Functional Evaluation (as per PHASE II: Point Rated Technical Criteria Evaluation of Annex D):**

Item	Description	Estimated Number of Units	Unit of Issue (UI)	Firm Unit Price	Extended Price (Number of Units X Firm Unit Price)
1a	Vehicle-Mounted Base Unit, as per Annex A	4	Each	\$	\$
1b	Hand-Held Base Unit, as per Annex A	4	Each	\$	\$
2	Gamma / Beta Probe, including required Cables/Connectors, as per Annex A	5	Lot	\$	\$
3	Beta "Frisker" Probe, including required Cables/Connectors, as per Annex A	5	Lot	\$	\$
4	Alpha / Beta Probe, including required Cables/Connectors, as per Annex A	5	Lot	\$	\$
5	High Sensitivity Gamma Probe, including required Cables/Connectors, as per Annex A	3	Lot	\$	\$
6	FIDLER Probe, including required Cables/Connectors, as per Annex A	3	Lot	\$	\$
7	Neutron Probe, including required Cables/Connectors, as per Annex A	3	Lot	\$	\$
8	Telescoping Handle, as per Annex A	5	Lot	\$	\$
9	Quick start guide (Draft)	1	Lot	\$	\$
10	Support equipment as per table (item 10) in Article 3.1.4 in Annex D	Sufficient	Lot	\$	\$
<b>Evaluated Price:</b>					Sum of Items <a href="#">in this list</a>

**Table 2: Initial Requirement (Contract Year 1: April 1, 2022 – March 31, 2023):**

Item	Description	Number of Units	Unit of Issue	Firm Unit Price	Extended Price (Number of Units X Firm Unit Price)
1	Vehicle Kit (see section A2.7.3)	5	Each	\$	\$
2	Hand-Held General Use Kit (see section A3.8.2)	10	Each	\$	\$
3	Hand-Held Advanced Use Kit (see Section A3.8.3)	5	Lot	\$	\$
4	High Sensitivity Gamma Probe Kit (see section A3.8.5)	2	Lot	\$	\$
5	FIDLER Probe Kit (see section A3.8.6)	2	Lot	\$	\$
6	Neutron Probe Kit (see section A3.8.7)	2	Lot	\$	\$
7	Project Delivery Plan (4.1.3)	Lot	Lot	\$	\$
8	Kick-off Meeting (5.2)	1	Lot	\$	\$
9	Meeting Agenda (5.4.2)	Lot	Lot	\$	\$

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10	Meeting Minutes (5.4.3)	Lot	Lot	\$	\$
11	Top Level Assembly Drawing (3.2.3)	Lot	Lot	\$	\$
12	Training Kit	Lot	Lot	\$	\$
13	Initial Cadre Training	1	Lot	\$	\$
<b>Evaluated Price:</b>					Sum of Items <a href="#">in this list</a>

**Table 3: Initial Requirement (Contract Year 2: April 1, 2023 – March 31, 2024):**

Item	Description	Number of Units	Unit of Issue	Firm Unit Price	Extended Price (Number of Units X Firm Unit Price)
1	Vehicle Kit (see section A2.7.3)	5	Each	\$	\$
2	Hand-Held General Use Kit (see section A3.8.2)	30	Each	\$	\$
3	Hand-Held Advanced Use Kit (see Section A3.8.3)	5	Lot	\$	\$
4	High Sensitivity Gamma Probe Kit (see section A3.8.5)	12	Lot	\$	\$
5	FIDLER Probe Kit (see section A3.8.6)	1	Lot	\$	\$
6	Neutron Probe Kit (see section A3.6.7)	1	Lot	\$	\$
7	Training Session, as per Annex A	1	Lot	\$	\$
8	Maintenance Plan	1	Lot	\$	\$
9	Configuration Status Account Report (CSAR)	1	Lot	\$	\$
10	Serial Number Registry (SNR)	1	Lot	\$	\$
11	Safety Data Sheets (SDS)	1	Lot	\$	\$
12	Equipment Identification Plate Drawings	1	Lot	\$	\$
13	Marking Data for Storage and Shipment	1	Lot	\$	\$
14	Packaging Data	1	Lot	\$	\$
15	Provisioning Parts Breakdown / Recommended Spare Parts List	1	Lot	\$	\$
16	Supplementary Provisioning Technical Documentation (SPTD)	1	Lot	\$	\$
17	Material Change Notice (MCN)	1	Lot	\$	\$
18	Operators Manual (Op Man)	1	Lot	\$	\$
19	First Line Maintenance Manual	1	Lot	\$	\$
20	RDS Case Contents	1	Lot	\$	\$
21	Equipment Environmental Assessment	1	Lot	\$	\$
22	Demilitarization Instructions	1	Lot	\$	\$
23	Provisioning Drawings & Associated Lists	1	Lot	\$	\$
<b>Evaluated Price:</b>					Sum of Items <a href="#">in this list</a>

**Table 4: Initial Requirement (Contract Year 3: April 1, 2024 – March 31, 2025):**

Item	Description	Number of Units	Unit of Issue	Firm Unit Price	Extended Price (Number of Units X Firm Unit Price)
1	Vehicle Kit (see section A2.7.3)	25	Each	\$	\$
2	Hand-Held General Use Kit (see section A3.8.2)	90	Each	\$	\$

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3	Hand-Held Advanced Use Kit (see Section A3.8.3)	40	Lot	\$	\$
4	High Sensitivity Gamma Probe Kit (see section A3.8.5)	21	Lot	\$	\$
5	FIDLER Probe Kit (see section A3.8.6)	3	Lot	\$	\$
6	Neutron Probe Kit (see section A3.6.7)	6	Lot	\$	\$
<b>Evaluated Price:</b>					Sum of Items <a href="#">in this list</a>

**Table 5: Initial Requirement (Contract Year 4: April 1, 2025 – March 31, 2026):**

Item	Description	Number of Units	Unit of Issue	Firm Unit Price	Extended Price (Number of Units X Firm Unit Price)
1	Vehicle Kit (see section A2.7.3)	25	Each	\$	\$
2	Hand-Held General Use Kit (see section A3.8.2)	94	Each	\$	\$
3	Hand-Held Advanced Use Kit (see Section A3.8.3)	40	Lot	\$	\$
4	Neutron Probe Kit (see section A3.8.7)	6	Lot	\$	\$
<b>Evaluated Price:</b>					Sum of Items <a href="#">in this list</a>

**Table 6: Initial Requirement (Contract Year 5: April 1, 2026 – March 31, 2027):**

Item	Description	Number of Units	Unit of Issue	Firm Unit Price	Extended Price (Number of Units X Firm Unit Price)
1	Vehicle Kit (see section A2.7.3)	20	Each	\$	\$
2	Hand-Held General Use Kit (see section A3.8.2)	60	Each	\$	\$
3	Hand-Held Advanced Use Kit (see Section A3.8.3)	40	Lot	\$	\$
4	Neutron Probe Kit (see section A3.8.7)	3	Lot	\$	\$
<b>Evaluated Price:</b>					Sum of Items <a href="#">in this list</a>

**Table 7: Optional Requirements:**

Item	Description	Estimated Number of Units for Evaluation Purposes*	UI	Firm Unit Price (Contract Year 1)	Firm Unit Price (Contract Year 2)	Firm Unit Price (Contract Year 3)	Firm Unit Price (Contract Year 4)	Firm Unit Price (Contract Year 5)	Firm Unit Price (Option Year 1)	Firm Unit Price (Option Year 2)	Extended Price (Number of Units X Firm Unit Prices)**
1	Vehicle Kit (see section A2.7.3)	61	Each	\$	\$	\$	\$	\$	\$	\$	\$
2	Hand-Held General Use Kit (see section A3.8.3)	63	Each	\$	\$	\$	\$	\$	\$	\$	\$
3	Hand-Held Advanced Use Kit	69	Each	\$	\$	\$	\$	\$	\$	\$	\$

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	(see Section A3.8.4)										
4	FIDLER Probe Kit (see section A3.8.5)	5	Each	\$	\$	\$	\$	\$	\$	\$	\$
5	Neutron Probe Kit (see section A3.8.5)	2	Each	\$	\$	\$	\$	\$	\$	\$	\$
6	Option to purchase additional Vehicle-Mounted Base Unit	8	Each	\$	\$	\$	\$	\$	\$	\$	\$
7	Option to purchase additional Hand-Held Base Unit	20	Each	\$	\$	\$	\$	\$	\$	\$	\$
8	Option to purchase additional Gamma / Beta Probe + Cables/Connectors	20	Each	\$	\$	\$	\$	\$	\$	\$	\$
9	Option to purchase additional Beta "Frisker" Probe + Cables/Connectors	20	Each	\$	\$	\$	\$	\$	\$	\$	\$
10	Option to purchase additional Alpha / Beta Probe + Cables/Connectors	20	Each	\$	\$	\$	\$	\$	\$	\$	\$
11	Option to purchase additional Neutron Probe +	2	Each	\$	\$	\$	\$	\$	\$	\$	\$
12	Option to purchase additional Neutron Probe + Cable/Connectors	1	Each	\$	\$	\$	\$	\$	\$	\$	\$
13	High Sensitivity Gamma Probe Kit (see section A3.8.5)	40	Each	\$	\$	\$	\$	\$	\$	\$	\$
14	Option to purchase additional Telescoping Handle	20	Each	\$	\$	\$	\$	\$	\$	\$	\$
15	Option to purchase additional Initial Cadre Training	1	Each	\$	\$	\$	\$	\$	\$	\$	\$
16	Option to purchase additional Operator Training	1	Each	\$	\$	\$	\$	\$	\$	\$	\$
	<b>Evaluated Price:</b>										Sum of Items <a href="#">in this list</a>

\*Discounts for bulk orders will be considered an asset.

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\*\*The Extended Price is calculated by multiplying the unit price for each year by the number of optional units in that year and summing the resulting products over the seven years.

**Table 8: Total Aggregated Bid Price:**

Item	Description	Evaluated Price
1	Table 1: Functional Evaluation	As per Evaluated Price from Table 1
2	Table 2: Initial Requirement (Contract Year 1)	As per Evaluated Price from Table 2
3	Table 3: Initial Requirement (Contract Year 2)	As per Evaluated Price from Table 3
4	Table 4: Initial Requirement (Contract Year 3)	As per Evaluated Price from Table 4
5	Table 5: Initial Requirement (Contract Year 4)	As per Evaluated Price from Table 5
6	Table 6: Initial Requirement (Contract Year 5)	As per Evaluated Price from Table 6
7	Table 7: Optional Requirements	As per Evaluated Price from Table 7
8	Total Aggregated Bid Price	Sum of Tables 1 - 7

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**ANNEX “G” - LIST OF PRODUCTS**

Product Name	Model/Part Number	Name of Manufacture		

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## ATTACHMENT "1" to PART 3 OF THE BID SOLICITATION

### ELECTRONIC PAYMENT INSTRUMENTS

*As indicated in Part 3, clause 3.1.1, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.*

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

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

## ATTACHMENT "1" to PART 5 OF THE BID SOLICITATION

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

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A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ( ) A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

**OR**

- ( ) A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ( ) B1. The Bidder is not a Joint Venture.

**OR**

- ( ) B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)



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CCC No./N° CCC - FMS No./N° VME

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**ATTACHMENT "2" to PART 5 OF THE BID SOLICITATION**

**OEM Certification**

<b>OEM Certification Form</b>	
This confirms that the original equipment manufacturer (OEM) identified below has authorized the Bidder named below to provide and maintain its products under any contract resulting from the bid solicitation identified below.	
<b>Name of OEM</b>	_____
<b>Signature of authorized signatory of OEM</b>	_____
<b>Print Name of authorized signatory of OEM</b>	_____
<b>Print Title of authorized signatory of OEM</b>	_____
<b>Address for authorized signatory of OEM</b>	_____
<b>Telephone no. for authorized signatory of OEM</b>	_____
<b>Fax no. for authorized signatory of OEM</b>	_____
<b>Date signed</b>	_____
<b>Solicitation Number</b>	_____
<b>Name of Bidder</b>	_____