

Note:

1. This Draft Request for Proposal (RFP) document is published to further engage industry to seek feedback on the contractual and technical requirements of the RFP. The deadline to provide feedback is by the closing date on the main page of the solicitation.
2. **Suppliers are advised not to submit any proposal in response to this DRAFT RFP.**
3. Interested Suppliers who wish to participate in this solicitation process, please provide your organization's security clearance status to the Contracting Authority with your feedback to the DRAFT RFP by the deadline indicated on the main page.
4. DLCSPM System Engineering Plan (SEP) is available through the RFI via Amendment 003. Bidders are requested to access it and provide their feedback to the Contracting Authority.

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Appendix A2 Standards and References

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Appendix A3 Logistics SOW and A-LM-184-001/JS-001

Appendix A4 Contract Data Requirements List (CDRL) and Data Item Descriptions (DIDs)

Annex B – Basis of Payment (BoP) *(will be published at a later date)*

Appendix B1 – Price Proposal and Financial Bid Evaluation *(will be published at a later date)*

Annex C – Security Requirement Check List (SRCL) *(will be published at a later date)*

Appendix C1 – Foreign Ownership, Control and Influence (FOCI) information Sheet

Annex D – DND 626 Task Authorization Form

Annex E – PWGSC Form 1111

Annex F – Compliance Matrix and Technical Bid Evaluation Criteria *(will be published at a later date)*

Appendix F1 – Mandatory Evaluation Criteria *(will be published at a later date)*

Appendix F2 – Rated Evaluation Criteria *(will be published at a later date)*

Annex G – Industrial and Technological Benefits – Bidder Instructions *(will be published at a later date)*

Annex H – Industrial and Technological Benefits Evaluation Plan *(will be published at a later date)*

NOTE: At contract award, Appendix B1 and Annex F to H (and further if any) will be stripped away.

PART 1 - GENERAL INFORMATION

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.

2. Summary

- 2.1 This draft Request for Proposal (RFP) is published on behalf of Department of National Defence (DND) to solicit proposals from industry for the provision of Sustainment Services for the Land Command, Control, Communications, Computers Intelligence, Surveillance and Reconnaissance (LC4ISR) Capability. In particular, this draft RFP describes the requirements for the Intelligence Surveillance Target Acquisition and Reconnaissance (ISTAR) Sustainment Services to support Canadian Armed Forces (CAF).
- 2.2 This Request for Proposal (RFP) will result in one contract that may be awarded to one successful bidder.

3. Security

- 3.1 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](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.
- 3.2 All Bidders must conform to the security requirements by complying with the attached Annex C – Security Requirement Check List (SRCL).
- 3.3 The selected Canadian supplier must complete and submit a Foreign Ownership, Control and Influence (FOCI) Questionnaire and associated documentation prior to contract award. For additional information, consult Part 6 – Security, Financial and Other Requirements, and Part 7 – Resulting Contract Clauses.

4. Controlled Goods

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).

5. Federal Contractors Program

The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7A - Resulting Contract Clauses and Annex 1 titled Federal Contractors Program for Employment Equity - Certification.

6. National Security Exception

The National Security Exceptions (NSE) provided for in the trade agreements will likely be invoked; therefore, this procurement will be excluded from all of the obligations of all the trade agreements.

Due to the NSE, this procurement will likely be limited to Canadian suppliers. Bids from foreign suppliers may not be considered.

7. Industry Feedback and Submission Deadline

- 7.1 Interested Suppliers may submit their feedback to Public Service and Procurement Canada (PSPC) Contracting Authority positional mailbox identified below, and with "W8486-200731/ E – ISTAR for LC4ISR Capability" in subject line to ensure delivery:

TPSGC.PADivisionQD-APQDDivision.PWGSC@tpsgc-pwgsc.gc.ca

Attention:

Mr. Nadir Abdulkadir

Contracting Authority
Defence Communications Major Projects and Sustainment Division
Electronics, Munitions and Tactical Systems Procurement Directorate
Public Services and Procurement Canada

- 7.2 A point of contact for the interested supplier should be included in the package.
- 7.3 Changes to this draft RFP may occur and will be advertised on the GETS. Canada asks interested suppliers to visit Buyandsell.gc.ca regularly to check for changes, if any.
- 7.4 Feedback on the draft RFP is to be submitted to the PSPC Contracting Authority identified above, by the closing date on the main page of the solicitation.

8. Non-Disclosure Requirement

Bidders must take note that the Non-Disclosure Requirement will be part of the Resulting Contract as currently described in Part 7A of this draft RFP.

9. COVID-19 Vaccination Requirement

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.

10. E-post Connect Service

This bid solicitation requires 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.

11. 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, videoconference or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

- 1.1. 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.
- 1.2. 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.
- 1.3. The [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.

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

Delete: 60 days

Insert: 240 days

Canada reserves the right to seek bid validity extension for any unforeseen circumstances.

2. Submission of Bids

- 2.1 Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation. The bids must be submitted via e-post Connect Service only.
- 2.2 To submit bids using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

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

Interested Bidders must register a few days prior to solicitation closing date.

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

- 2.3 Due to the nature of the bid solicitation, hardcopies, soft copies on media, and bids transmitted by facsimile to PWGSC will not be accepted.

3. Former Public Servant

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

3.2 Definitions

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

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

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

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

3.3 Former Public Servant in Receipt of a Pension

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

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

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

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

3.4 Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

4. Enquiries - Bid Solicitation

- 4.1 All enquiries must be submitted in writing to the Contracting Authority no later than 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- 4.2 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.

5. Applicable Laws

- 5.1 Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- 5.2 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.

6. Improvement of Requirement During Solicitation Period

- 6.1 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 20 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

7. Basis for Canada's Ownership of Intellectual Property

- 7.1 The Department of National Defence has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising under Crown Procurement Contracts](#):
 - a. National Security.
 - b. statutes, regulations or prior obligations of Canada to a third party or parties preclude Contractor ownership of the Intellectual Property Rights in Foreground Information;
 - c. the main purpose of the Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination;

- d. the main purpose of the Contract, or of the deliverables contracted for, is to augment an existing body of Canada's Background Information as a prerequisite to the transfer of the expanded Background to the private sector, through licensing or assignment of ownership (not necessarily to the original Contractor), for the purposes of Commercial Exploitation;
- e. the main purpose of the Contract, or of the deliverables contracted for, is to deliver a not-yet fully developed component or subsystem that will be incorporated into a complete system at a later date, as a prerequisite to the planned transfer of the complete system to the private sector, through licensing or assignment of ownership, for the purposes of Commercial Exploitation;
- f. The Intellectual Property in Foreground Information consists of material subject to copyright.

8. Bid Challenge and Recourse Mechanisms

- 8.1 Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- 8.2 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)
- 8.3 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.

9. Industry Engagement

- 9.1 Industry Days or any other engagement activities are not currently planned. However, Canada will provide further detail via draft RFP amendment in case any such activity is required.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

- 1.1 Canada requests that Bidders must submit their bid in accordance with section 08 of the 2003 Standard Instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

Section IV: Industrial and Technological Benefits Bid

- 1.2 Due to the nature of the bid solicitation, hardcopies, soft copies on media, and bids transmitted by facsimile will not be accepted.

- 1.3 In the event that an electronic bid is received by the Bid Receiving Unit in time but found to be, fully or partially corrupted and/or illegible, fully or partially, for any reason, Canada reserves the right to ask bidders to re-submit their bid to the Contracting Authority. In such circumstances, Bidders will be required to send the entire or partial bid to the Contracting Authority to the email address specified in the request from Canada within two working days as per the instructions provided by the Contracting Authority.

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

1.5 **Submission of Only One Bid:**

- 1.5.1 A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with 2 working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.

- 1.5.2 For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc.), an entity will be considered to be "related" to a Bidder if:

- i. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
- ii. they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;
- iii. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- iv. 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.

- 1.5.3 Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

2. Section I: Technical Bid

- 2.1 The definition of mandatory requirements is as follows:

MANDATORY REQUIREMENTS. A mandatory requirement is identified specifically with the word "shall", "must", "will", "mandatory" or the phrase "Canada requires".

- 2.2 Bidders should utilize Annex F – Compliance Matrix and Technical Evaluation Criteria to address Mandatory and Rated Technical Requirements as listed therein.
- 2.3 Bidders should submit a completed Annex F that explicitly addresses all the listed Mandatory and Rated requirements contained in Appendix F1 and F2.
- 2.4 Bidders should address clearly and in sufficient depth the Mandatory and Rated Technical Requirements that are subject to the evaluation criteria contained in Annex F 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.
- 2.5 Bidders must include Proof of Compliance in the Technical Bid as specified below and in Annex F. References to web sites are not acceptable.
- 2.6 Bidders must include in the column entitled "Proposal Reference(s)" of Annex F, the relevant section(s) of its bid that contains the information demonstrating compliance with the respective evaluation criteria.
- 2.7 Bidders must submit additional information in the Bidder's Comment section of Annex F demonstrating how the bidder will meet the requirements, without cross referencing to other statements in in Annex F.
- 2.8 Each Mandatory and Rated Technical Requirements listed in Annex F must be addressed separately within Section I - Technical Bid.
- 2.9 For Mandatory and Rated requirements listed in Annex F, Bidders must demonstrate that they have "Proven Experience" as the prime contractor and/or subcontractor through its parent, subsidiaries or other affiliates, or its subcontractors, where applicable.
- 2.10 Bidders must provide the following details to demonstrate Proven Experience:
- (1) Bidder's experience earned through previous projects;
 - (2) Client reference, including client's organization name and address; and the client name, telephone number, and email address.
 - (3) Experience gained through its parent, subsidiaries or other affiliates, or its subcontractors, as applicable;
 - (4) Name and physical address of its parent, subsidiaries or other affiliates, or its subcontractor's, as applicable;
 - (5) The project name;
 - (6) A description of the project;
 - (7) The scope of the work performed which must demonstrate that the requirement was met;
 - (8) The date of completion of the project;
 - (9) The duration of project; and
 - (10) The contract number.

3. Mandatory and Rated Technical Requirements Evaluation Criteria

- 3.1 Evaluation Criteria including Compliance Method and Rating Method is described in Annex F.
- 3.2 Only Requirements that are contained in Annex F will be evaluated against the evaluation criteria specified therein to deem compliance.
- 3.3 Canada will accept the methods identified in Annex F to substantiate Proof of Compliance.

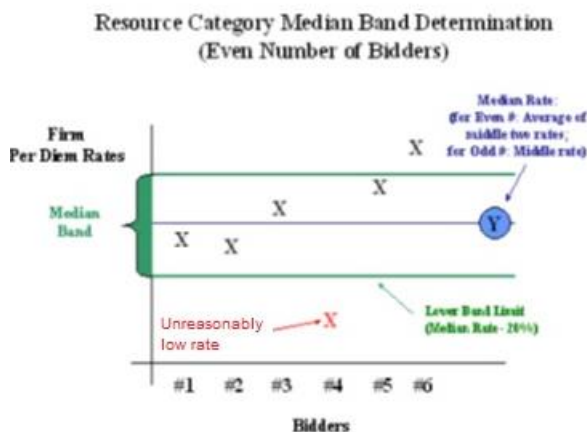
4. Section II: Financial Bid

- 4.1 Bidders should submit their Financial Bid information within the tables provided in the Appendix B1 – Price Proposal and Financial Bid Evaluation Criteria.
- 4.2 Bidders must submit pricing for all items in the Basis of Payments in their respective tables and cells as provided in Appendix B1 – Basis of Payment and Financial Bid Evaluation. Bidders should insert \$0.00 for any item it does not intend to charge because the price may have already been included in other prices set out in the bid.
- 4.3 Bidders must submit pricing for the **Fixed Monthly Fees** for the Core Management Work and the Core Engineering Management Work for the firm period of contract. Fixed Monthly Fees for Core Work must be a fixed amount that includes all overheads & profit, and excludes taxes, as applicable. Fixed Monthly Fees for Core Work will come into force as per the conditions listed in Annex B - Basis of Payment. The fee shall be payable at the end of each month for the period of contract. Bidders must submit fixed monthly fees for the contract period excluding the Option Periods. For the Options Periods, the Fixed Monthly Fees for the Core Management Work and the Core Engineering Management Work will be escalated based on the Economic Price Adjustment (EPA) methodology described in the resulting contract clauses.
- 4.4 Bidders must submit Hourly Labour Rates for **Additional Work Requirements (AWR)**. The labour rates must be fully loaded and must not include travel and living expenses. They must include General and Administration expenses, overheads, Canadian customs duties, excise taxes, and profit. All applicable taxes shall be extra. Hypothetical Hours shown in column C of Appendix B1 are the multiplication factors to determine the aggregate labour rates. The Hypothetical Hours are used for evaluation purpose only and will be removed at the contract award stage. Bidders must submit rates for the contract period excluding the Option Periods as they will be escalated based on the CPI methodology described in the resulting contract clauses.
- 4.5 Bidders must submit Hourly Labour Rates for junior categories lower than the intermediate and the senior categories. Bidders must submit Hourly Labour Rates for intermediate categories lower than the senior categories. For example, Junior Engineer's hourly labour rate must not be higher than the Senior Engineer's hourly labour rate. Bidders will be asked to correct this oversight if found in the Financial Bid in accordance with Phased Bid Compliance Process (PBCP), as such erroneous rates will not be deemed acceptable.
- 4.6 **Substantiation of Hourly Labour Rates**

In Canada's experience, bidders have from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the hourly labour rates, Canada may, but will have no obligation to, require price support in accordance with this Article. If Canada requests price support, it will be requested from all bidders, who have proposed a rate that is at least 20% lower than the median rate bid by all bidders for the relevant resource category or categories. Please see the diagram below for how resource category median is calculated. If Canada requests price support, the Bidder must provide the following information:

- (i) an invoice (referencing a contract serial number or other unique contract identifier) that shows that the Bidder has provided and invoiced a customer (with whom the Bidder deals at arm's length) for services performed for that customer similar to the services that would be provided in Canada in the relevant resource category, where those services were provided for at least three (3) months within the last eighteen (18) months before the solicitation closing date, and the rates charged were equal to or less than the rate offered to Canada; and
- (ii) in relation to the invoice in (i), evidence from the Bidder's customer that the services identified in the invoice include at least 50% of the tasks listed in the Statement of Work for the category of resource being assessed for an unreasonably low rate. This evidence must consist of either a copy of the contract (which must describe the services to be provided and demonstrate that at least 50% of the tasks to be performed are the same as those to be performed under the Statement of Work in this bid solicitation) or the customer's signed certification that the services subject to the charges in the invoice included at least 50% of the same tasks to be performed under the Statement of Work in this bid solicitation.

Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (as described above and as otherwise may be requested by Canada, including information that would allow Canada to verify information with the resource proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the proposed rates. If Canada determines that the information provided by the Bidder does not adequately substantiate the unreasonably low rates, the bid will be declared non-responsive.



- 4.7 Bidders must submit Contractor Mark-up Percentage for outsourced goods excluding applicable taxes. Hypothetical Laid-Down Cost for Goods shown in column C of Appendix B1 are the multiplication factors to determine the calculated mark-up. The Hypothetical Costs will be used for evaluation purpose only. Bidders must submit the mark-up percentage for the entire contract period including the Option Periods.
- 4.8 Bidders must submit Sub-Contractor Mark-up Percentage for outsourced goods and services excluding applicable taxes. Hypothetical Laid-Down Cost for Goods and Services shown in column C of Appendix B1 are the multiplication factors to determine the calculated mark-up. The Hypothetical Costs will be used for evaluation purpose only and will not form part of the resulting contract. Bidders must submit mark-up percentage for the contract period including the Option Periods.

5. Section III: Certifications

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

6. Section IV: Industrial and Technological Benefits Bid

Bidders must submit the required certifications and information required in accordance with Annex G, Annex H, Annex I and Part 7B of the RFP.

7. Electronic Payment of Invoices – Bid

- 7.1 Bidders that are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex 2 Electronic Payment Instruments, to identify which ones are accepted.
- 7.2 If Annex 2 Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.
- 7.3 Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

8. Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

9. Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

- 9.1 As indicated in Part 6 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

- 9.2 The Company Security Officer must ensure through the Contract Security Program that the Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- 1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical, financial, and Industrial and Technological Benefits - Value Proposition evaluation criteria.
- 1.2 An evaluation team composed of representatives of Canada will evaluate the bids.
- 1.3 PSPC will engage the services of a fairness monitor for this procurement. The fairness monitor will not be part of the evaluation team but will observe the evaluation of the bids with respect to Canada's adherence to the evaluation process described in this bid solicitation.
- 1.4 For the purposes of the evaluation of Proven Experience required by the RFP, the experience can come from the Bidder or from any other members of Bidder's Team. Bidder's Team includes its subcontractors identified in the technical bid and may also include, the parent, subsidiaries or other affiliates of the Bidder.
- 1.5 For the purpose of this solicitation, a "Team Member" or "Bidder's Team" is the entity whose experience is being used to meet evaluation criteria of this bid. Where a Bidder cites the experience of a Team Member, Canada will only consider this experience if the experience is accessible to the Bidder and the Bidder can rely upon and use the experience in the performance of any resulting Contract. The Bidder is required to demonstrate this accessibility through the certification that cooperation agreement(s) are in place with the Team Member at the time of bid submission. Experience listed without any supporting information to describe where, how and by whom such experience was obtained or failure to demonstrate that the Bidder has a cooperation agreement with the Team Member whose experience satisfies the requirement may result in the experience not being considered for evaluation purposes. The experience identified by the Bidder must be for Work for which the Bidder or Bidder's Team was directly responsible.
- 1.6 Bidders, in their bid, must fully disclose the names and roles of each member of the Bidder's Team and must submit experience obtained by each named member of the Bidder's Team to fulfil the evaluation requirements, where indicated in Annex F.
- 1.7 If not provided in the bid, Bidders must, upon request from the Contracting Authority, provide the written confirmation of the legal name of each subcontractor that is a member of the Bidder's Team in the bid.

2. Phased Bid Compliance Process

The Phased Bid Compliance Process (PBCP) applies to all sections of the bid (Section I: Technical Bid, Section II: Financial Bid, Section III: Certifications, Section IV: Industrial and Technological Benefits Policy).

2.1 General

Canada is conducting the PBCP described below for this requirement.

- 2.1.1 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 NONRESPONSIVE, 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.

- 2.1.2 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.
- 2.1.3 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 2.1.2.
- 2.1.4 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.

2.2 Phase I: Financial Bid

- 2.2.1 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.
- 2.2.2 Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- 2.2.3 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.
- 2.2.4 For Bids other than those described in 2.2.3, 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.

- 2.2.5 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.
- 2.2.6 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.
- 2.2.7 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.
- 2.2.8 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.
- 2.2.9 Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

2.3 Phase II: Technical Bid and Industrial and Technological Benefits Policy, Value Proposition Bid

- 2.3.1 Canada’s review at Phase II will be limited to a review of the Technical Bid and ITB Value Proposition (VP) 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 and ITB, VP Bid meet any standard or are 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.
- 2.3.2 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.
- 2.3.3 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.

- 2.3.4 The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- 2.3.5 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.
- 2.3.6 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.
- 2.3.7 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.
- 2.3.8 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.
- 2.3.9 Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

2.4 Phase III: Final Evaluation of the Bid

- 2.4.1 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, financial and ITB evaluation criteria.
- 2.4.2 A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

3. Technical Bid Evaluation – Mandatory Requirements

- 3.1 Mandatory requirements that are subject to evaluation are listed in Annex F - Compliance Matrix and Technical Bid Evaluation Criteria and will be assessed for Pass or Fail basis.
- 3.2 Bidders must meet all Mandatory Requirements as specified in Annex F. If any of the Mandatory Requirements are not met, the bid will be deemed non-responsive and will not be further evaluated.
- 3.3 Mandatory Technical Requirements will be evaluated against the evaluation criteria specified in Appendix F1 – Mandatory Evaluation Criteria.
- 3.4 Bids satisfying all Mandatory requirements will proceed to be evaluated against the Technical Point-Rated Criteria.
- 3.5 The Phased Bid Compliance Process will apply to all Mandatory Technical Criteria.

4. Technical Bid Evaluation – Point-Rated Requirements

- 4.1 Rated Requirements including the Point Rated Technical Evaluation Criteria is described in Appendix F2 – Rated Evaluation Criteria of Annex F.
- 4.2 The rated requirements will be scored in accordance with the bid evaluation criteria included in Annex F. There are total *(TBD)* points allocated for the Rated Requirements.
- 4.3 Rated requirements are not mandatory requirements but are desirable. Bids not satisfying the rated requirements will not be deemed non-responsive.
- 4.4 Bids that pass the Mandatory requirements listed in Annex F will be scored in accordance with the Rating Method described in Annex F. There is no requirement of a Minimum Rated Score necessary for bidders to achieve.
- 4.5 The Phased Bid Compliance Process will apply to all Rated Technical Criteria.

5. Industrial and Technological Benefits Bid Evaluation

- 5.1 Value Proposition evaluation criteria are detailed in Annex H.
- 5.2 The Phased Bid Compliance Process will apply to all Mandatory ITB - VP Criteria.

6. Financial Bid Evaluation

- 6.1 Bidders must submit fixed prices DDP Incoterms 2010, Canadian customs duties and excise taxes included, and the applicable taxes excluded.
- 6.2 The financial bids will be evaluated in Canadian currency. Pricing submitted in foreign currency will be converted to Canadian dollars based on the exchange rate provided by the Bank of Canada at 16:30 Hrs. Eastern Standard Time (EST) on the date of RFP closing.
- 6.3 Exchange rate fluctuation protection is not offered for this requirement. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive. However, Bidders may choose to submit their bids in the currency of their choice. A bid submitted in multiple currencies will not be deemed compliant. The Contract will be awarded in the currency as set out in the successful bid.

- 6.4 The Bid Weighted Price will be evaluated using the Financial Bid Evaluation Methodology described in Appendix B1.
- 6.5 Estimated level of effort (LOE) per labour category is used solely for the financial bid evaluation purposes, and is not guaranteed work under the resulting contract.
- 6.6 The Phased Bid Compliance Process will apply to all Financial Bid Evaluation.

7. Basis of Selection

- 7.1 To be declared responsive, a bid must:
- comply with all the requirements of the bid solicitation;
 - meet all mandatory criteria; and
 - obtain the required minimum points identified in Annex H (Value Proposition Evaluation Plan).

Bids not meeting (a), (b), and (c) will be declared non-responsive.

- 7.2 The selection will be based on the highest responsive combined weighted rating of technical merit, price and value proposition. The ratio will be 55% for the technical merit, 30% for the price and 15% for the Value Proposition (VP).

- 7.3 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 55%.

- 7.4 To establish the pricing score, each responsive bid will be prorated against the lowest Financial Bid's Weighted Price and the ratio of 30%.

- 7.4.1 The proposed pricing of each item will be weighted as follows:

$$\text{Financial Bid's Weighted Price} = (50\% \times \text{Total Core Work Fee for Firm Periods}) + (20\% \times \text{Total Aggregated Labour Rates}) + (30\% \times \text{Total Calculated Mark-Up})$$

- 7.5 To establish the Value Proposition score, each responsive bid will be evaluated in accordance with Annex H - ITB Evaluation Plan.
- 7.6 For each responsive bid, the technical merit score, the pricing score, and the value proposition score will be added to determine its combined rating.
- 7.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest Financial Bid's Weighted Price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit, price, and VP will be recommended for a contract award.
- 7.8 The tables below illustrate an example where all three bids are responsive and the selection of the Contractor is determined by a 55/30/15 ratio of technical merit, price and VP respectively. The total available points equals 223 (*as an example*) and the lowest Financial Bid's Weighted Price is \$50,000.

Financial Bid's Weighted Price of Each Bid

		Bidder 1	Bidder 2	Bidder 3
Proposed Pricing	Total Core Work Fee for Firm Periods	\$40,000	\$30,000	\$50,000
	Total Aggregated Labour Rate	\$110,000	\$115,000	\$150,000
	Total Calculated Mark-Up	\$60,000	\$40,000	\$50,000
Core Work Weighted at 50% Labour Rates Weighted at 20% Mark-up Weighted at 30% Financial Bid's Weighted Price		$(50\% \times \$40,000) +$ $(20\% \times \$110,000) +$ $(30\% \times \$60,000) =$ $(\$20,000 + \$22,000 +$ $\$18,000) =$ \$60,000	$(50\% \times \$30,000) +$ $(20\% \times \$115,000) +$ $(30\% \times \$40,000) =$ $(\$15,000 + \$23,000 +$ $\$12,000) =$ \$50,000	$(50\% \times \$50,000) +$ $(20\% \times \$150,000) +$ $(30\% \times \$50,000) =$ $(\$25,000 + \$30,000 +$ $\$15,000) =$ \$70,000

Basis of Selection - Highest Combined Rating - Technical Merit (55%), Price (30%), and (15%) VP

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		180/223	175/223	190/223
Financial Bid's Weighted Price		\$60,000	\$50,000	\$70,000
Calculations	Technical Merit Score	$180 \times 55/223 = 44.39$	$175 \times 55/223 = 43.16$	$190 \times 55/223 = 46.86$
	Pricing Score	$50/60 \times 30 = 25.00$	$50/50 \times 30 = 30.00$	$50/70 \times 30 = 21.43$
Value Proposition (VP) Score		12	10	13
Combined Rating		81.39	83.16	81.29
Ranking		2nd	1st	3rd

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.

1. Certifications and Additional Information Required with the Bid

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

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.

1.2 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.

1.3 Gender-Based Analysis Plus (GBA+) Requirements

Bidders must provide their five-year Diversity and Inclusion Plan (GBA+) of their organization. The Diversity and Inclusion Plan must contain:

- 1.3.1 Bidder's Recruitment Strategy – The proposed strategy must demonstrate targets for the recruitment of diverse groups of women, men and gender diverse people as well as persons with disability:
 - a. In which capacity will the new resources from diverse groups or persons with disability be employed?
 - b. How the number of diverse groups or persons with disability be increased?
 - c. Does your organization have an internal Diversity and Inclusion development program(s) including career development and training or in partnership with a Co-op program(s) with Canadian Universities and/or Colleges:
 - i. If yes, describe your program(s) or your involvement with Canadian Universities and/or Colleges.
 - ii. If no, how do you intend to develop a program(s) or partnership?
- 1.3.2 GBA+ Data Collection Analysis Initiatives: Bidders must provide data supporting ongoing efforts to ensure that gender, diversity, and inclusion considerations are integrated in the development and renewal of their organization recruitment/retention plans, policies, programs, and services.

1.3.3 Indigenous procurement: Bidders must propose a strategy to ensure that at least 1% of the goods procured each year during the period of contract must be sourced through indigenous firms.

1.3.4 Associated Links:

Gender-based Analysis: [Gender-Based Analysis - Canada.ca](http://www.gender-based-analysis.ca)

Gender-based Analysis Plus (GBA+): <https://women-gender-equality.canada.ca/en/gender-based-analysis-plus.html>

1.4 Proven Experience Certificate

Bidders must provide a certification to demonstrate that cooperation agreement(s) to access Proven Experience are in place with the Team Member at the time of bid submission.

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.

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 [Inteligibility 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.

2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Security Requirements

- 1.1 Before award of a contract, the following conditions must be met:
- a. the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - b. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - c. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - d. the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - e. the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 – paragraph 9 - Bidder's Proposed Sites or Premises Requiring Safeguarding Measures.
- 1.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 1.3 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.
- 1.4 In the case of a Joint Venture Bidder, each member of the Joint Venture must meet the security requirements.

2. Financial Capability

SACC Manual clause [A9033T](#) (2012-07-16) Financial Capability

3. Controlled Goods Requirement

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

In the case of a Joint Venture Bidder, each member of the Joint Venture must meet the requirements of the Controlled Goods Program.

4. Insurance Requirement

- 4.1 The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Part 7A.
- 4.2 This information should be included in Section III Certifications of the bid.
- 4.3 If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

PART 7A - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

2. Additional Work Requirements (AWR)

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization. The Work described in the Task Authorization must be in accordance with the scope of the Contract.

2.1 Required Personnel for the Additional Work Requirements

- 2.1.1 The Contractor must be ready to embark on the AWR within short period of time after the contract award. Given that the contractor may need some time to hire and assemble its project team including other pertinent resources, it will be the Contractor's responsibility to ensure that its project time and other required resources are assembled in the shortest timeframe such that the task based work may commence without any serious delays.

2.2 Task Authorization Process

- 2.2.1 The Technical Authority (TA) will provide the Contractor with a description of the task using the DND 626, Task Authorization Form specified in Annex D.
- 2.2.2 The Task Authorization will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The Task Authorization will also include the applicable basis (bases) and methods of payment as specified in the Contract.
- 2.2.3 The Contractor must provide the TA, within 10 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with Annex B - Basis of Payment specified in the Contract.
- 2.2.4 The Contractor must not commence work until a Task Authorization authorized by the Procurement Authority (PA) and Contracting Authority (CA) has been received by the Contractor. The Contractor acknowledges that any work performed before a Task Authorization has been received will be done at the Contractor's own risk

2.3 Task Authorization Limit

- 2.3.1 The Procurement Authority may authorize individual task authorizations up to a limit of \$ *(will be filled in at the time of contract award)* CAD, applicable taxes included, inclusive of any revisions.
- 2.3.2 Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

2.4 Periodic Usage Reports - Contracts with Task Authorizations

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

- 2.4.2 The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.
- 2.4.3 The data must be submitted on a quarterly basis to the Contracting Authority.
- 2.4.4 The quarterly periods are defined as follows:
- 1st quarter: April 1 to June 30;
 - 2nd quarter: July 1 to September 30;
 - 3rd quarter: October 1 to December 31; and
 - 4th quarter: January 1 to March 31.
- 2.4.5 The data must be submitted to the Contracting Authority no later than 30 calendar days after the end of the reporting period.

2.5 Reporting Requirement- Details

- 2.5.1 A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized Task Authorizations; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized Task Authorizations.

2.6 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by _____ (*will be filled in at the time of contract award*). This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

2.7 AWR Pricing Options

- 2.7.1 **Fixed Price:** For AWR, the Contractor must submit a "Fixed Price" excluding travel and living expenses to the TA, PA and CA when the scope of Work is clearly understood by both parties and no changes are anticipated in the scope of the Work. Where a fixed price has been established, the Contractor will be obliged to complete the Work for the specified fixed price. Travel and living expenses will be paid based on actual expenditure incurred by the Contractor in accordance with the Basis of Payment.
- 2.7.2 **Ceiling Price:** For AWR, the Contractor may submit a "Ceiling Price" proposal excluding travel and living expenses to the TA, PA and CA when the scope of the Work cannot be clearly defined. The term Ceiling Price is the maximum price that is to be paid to the Contractor and beyond which the Contractor will not receive additional compensation for the defined Work and in return for which the Contractor is obligated to complete the Work. No additional funds will be made available. When the "Ceiling Price" approach is used both parties agree prior to the Work authorization that the price is subject to downward revision on completion of the task, based on the actual cost and verification of the actuals. Travel and living expenses will be paid based on actual expenditure incurred by the contractor in accordance with the Basis of Payment.

Each Task Authorization for must clearly state whether the price is a "Fixed Price" or a "Ceiling Price".

- 2.7.3 **Limitation of Expenditure Price:** When it is not suitable for Canada to use a "Fixed Price" or a "Ceiling Price" as described above, Canada may ask the Contractor to submit a "Limitation of Expenditure" proposal.
- a. For a Task which is subject to a "Limitation of Expenditure" as described in Sub-article 2.7.3 above, the Contractor must notify the Procurement Authority and the Contracting Authority in writing as to the inadequacy of its "Limitation of Expenditure" when:
 - i. the resources required for its timely completion reaches 75% of the authorized Task funding; or
 - ii. if during the execution of the authorized Tasking it appears to the Contractor that the Scope of Work is greater than had been anticipated and that the funds provided for a Task are inadequate.
 - b. When providing the notification described in sub-article b above, the Contractor must, as a minimum, identify:
 - i. estimated labour hours and schedule forecast to complete;
 - ii. work around plan; and
 - iii. constraints and risk assessment.
 - c. A revised proposal and proper justification for the requested amendment must be submitted to the PA and CA for consideration. Under no circumstance the authorized level of expenditure should be exceeded. Canada is under no obligation to pay for any Work that exceeds the authorized funding limitation.

2.7.4 The "Fixed Price", "Ceiling Price" and/or the "Limitation of Expenditure" proposal must be based on the rates listed in the Basis of Payment.

2.7.5 All amounts charged on a "Ceiling price" or "Limitation of Expenditure" basis must be subject to Government audit before or after payment of an invoice.

2.8 Task Completion/Closure Procedures

- 2.8.1 The Contractor must monitor all Tasks issued under the Contract. If at any time the Contractor believes that a specific Task has been completed or has been inactive for a period of at least one (1) month, the Contractor must proceed as follows to request closure:
- a. The Contractor must determine the final costs to Canada, itemized as necessary for each individual Task being considered for closure;
 - b. The Contractor must submit a letter to the PA (one copy each to RA and CA) requesting closure of the Task with reference to reports or letters concerning the Task as applicable;
 - c. In cases where authorized funds were not all expended to complete specific Tasks, these funds are considered returned to the Contract funding baseline for re-issuance/re-distribution as necessary.

2.9 Consolidation of Task Authorizations for Administrative Purposes

For administrative purposes, the Contract will be amended by the Contracting Authority from time to time to reflect all TAs issued and approved to date under the Contract.

2.10 Canada's Obligation – Portion of the Work – Task Authorizations

- 2.10.1 Canada's obligation with respect to the portion of the Work under the Contract that may be performed through Task Authorizations is limited to the total amount of the actual authorized tasks performed by the Contractor.
- 2.10.2 Canada reserves the right, at any time, to acquire the requested Work by other means outside of this contract such as selecting other suppliers. Under some circumstances, Canada may decide to acquire the requested Work by other means when Contractor provided proposal has been rejected by Canada.

3. Standard Clauses and Conditions

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

3.1 General Conditions

[2035](#) (2021-12-02), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

3.2 Supplemental General Conditions

The following supplemental General Conditions apply to and form part of the Contract:

- 4001 (2015-04-01) Hardware Purchase, Lease and Maintenance;
- 4002 (2010-08-16) Software Development or Modification Services;
- 4003 (2010-08-16) Licensed Software;
- 4004 (2013-04-25) Maintenance and Support Services for Licensed Software;
- 4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information; and
- 4012 (2012-07-16) Goods - High Complexity.

Section 01 entitled Condition of Material of Supplemental General Conditions 4012 is amended by deleting section 01 in its entirety and replacing it with the following:

Unless provided otherwise in the Contract, material supplied must be new and conform to the latest issue of the applicable drawing, specifications and part number that is in effect on the date of the Task Authorization.

All other provisions of the Supplemental General Conditions 4012 remain in effect.

4. Security Requirements

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

(The security clauses will be published at the RFP stage)

5. Contractor's Sites or Premises Requiring Safeguarding Measures

- 5.1 Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date the information related to the Contractor's sites or premises for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
County

(The above address will be filled in at the time of contract award)

- 5.2 The Company Security Officer must ensure through the Contract Security Program that the Contractor and individuals hold a valid security clearance at the required level.

6. Term of Contract

6.1 Period of the Contract

- 6.1.1 The period of the Contract is from _____ to _____ inclusive. *(date to be filled in at Contract award)*

- 6.1.2 In this Contract, Period of the Contract is defined below:

Firm Period

Year 1 (Y1)	:	xx June 2023 to 31 October 2024
Year 2 (Y2)	:	01 November 2024 to 31 October 2025
Year 3 (Y3)	:	01 November 2025 to 31 October 2026
Year 4 (Y4)	:	01 November 2026 to 31 October 2027
Year 5 (Y5)	:	01 November 2027 to 31 October 2028
Year 6 (Y6)	:	01 November 2028 to 31 October 2029

Option Periods

Option Period 1 (OP1)	:	01 November 2029 to 31 October 2031
Option Period 2 (OP2)	:	01 November 2031 to 31 October 2033
Option Period 3 (OP3)	:	01 November 2033 to 31 October 2035

Transition Periods

Transition Period 1 : 01 November 2035 to 30 April 2036
Transition Period 2 : 01 May 2036 to 31 October 2036

(Year 1 includes Ramp-up Period. Dates will be finalized at the time of contract award)

6.2 Ramp-Up Period

- 6.2.1 The current interim contract for this requirement is set to expire on 18 October 2023. The follow-on contract is expected to be awarded in advance before the current contract's expiry date. The Ramp-up Period shall begin on the date of contract award.
- 6.2.2 From the date of contract award, the Contractor must start preparing to be fully equipped to start delivering the Core Management Work and the Core Engineering Management Work as defined in the Statement of Work.
- 6.2.3 As identified in its Project Management Plan (PMP), the Contractor should have its Core Work Personnel (CWP) ready to carry out the Core Work effective 18 October 2023. In the event, this date is required to be postponed, the Contracting Authority will provide notice to the contractor in advance, where possible.

6.3 Delivery Date

The complete delivery of all Work and Tasks must be delivered in accordance with the delivery dates specified in the Contract and stated in the respective DND 626 – Task Authorizations.

6.4 Option to Extend the Contract

- 6.4.1 The Contractor grants to Canada the irrevocable option to extend the term of the Contract as stated above under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.
- 6.4.2 Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Transition Period

- 6.5.1 The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by two (2) periods of six (6) months each under the same conditions to ensure the required transition. 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.
- 6.5.2 The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor any time before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.
- 6.5.3 No new work will be authorized via the AWR process during the Transition Period.
- 6.5.4 The Contractor must start preparing for the transition period to handover contractual responsibilities to the incoming contractor at least six (6) months in advance. The Contractor must complete hand over during the transition period/s and ensure that all Canada owned Intellectual Property (IP) and Foreground Information are gathered as part of the close-out activities, upon

the award of the new contract. This means that upon the announcement of the winning bidder, the Contractor must begin the transition activities and start handing over responsibilities to the incoming contractor. The Contractor must ensure that the handover must be smooth such that no excessive efforts will be required for both companies to work collaboratively to enable a seamless transition.

- 6.5.5 The Contractor must make its dedicated resources available that have the change management knowledge and experience to manage the transition effectively. The Contractor must handover the Canada owned IP and Foreground Information that must be taken over by the incoming contractor upon the new contract is awarded. This must include all necessary information for the work that has undergone, but not limited to Foreground IP, Background IP, Engineering documents, Source code, Reference environments and Government Furnished Equipment (GFE), Government Supplied Material (GSM), and Government Furnished Information (GFI).

7. Authorities

7.1 Contracting Authority

The Contracting Authority for the Contract is:

To be filled in at Contract Award.

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.

7.2 Technical Authority

The Technical Authority for the Contract is:

To be filled in at Contract Award.

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

7.3 Procurement Authority

The Procurement Authority for the Contract is:

To be filled in at Contract Award.

The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

7.4 ITB Authority

To be filled in at Contract Award.

7.5 Contractor's Representative

To be filled in at Contract Award.

8. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

9. Payment

9.1 Basis of Payment

9.1.1 In consideration of the Contractor satisfactorily completing its obligations under this Contract, the Contractor will be paid in accordance with Annex B – Basis of Payment.

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

9.1.3 The following terms shall apply:

Incoterms® 2010	Delivery Duty Paid (DDP)
Canadian Customs and Duties	Included
Applicable Taxes	Excluded

9.2 Payment for Ramp-up Period and Transition Period

9.2.1 The Contractor will be paid in accordance with the Annex B – Basis of Payment.

9.3 Payment for Core Work

9.3.1 The Contractor will be paid in accordance with the Annex B – Basis of Payment.

9.4 Payment for Additional Work Requirements

9.4.1 The Contractor will be paid in accordance with the Annex B – Basis of Payment.

9.4.2 The AWR, excluding Goods and Training procurements, will be subject to 10% holdback.

9.4.3 Canada will pay the Contractor upon completion, delivery and acceptance of all the Work, or portions thereof, as specified under the Task Authorization of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract,
- b. all such documents have been verified by Canada; and
- c. the Work delivered has been accepted by Canada.

9.5 Economic Price Adjustment

- 9.5.1 For Option Periods including any subsequent years, if exercised, the Contractor will be paid the annually adjusted prices and rates adjusted in accordance with the Economic Price Adjustment (EPA) methodology in accordance with the Annex B – Basis of Payment.
- 9.5.2 Prices and Rates for the following will be adjusted:
- a. Fixed Monthly Fees for Core Management Work and Core Engineering Management Work.
 - b. Hourly Labour Rates for Additional Work Requirements.
- 9.5.3 The Canadian Consumer Price Index shall be used to determine the adjusted Labour Rates and Prices. The calculation for the adjusted rates and prices will be based on the Consumer Price Index (CPI) monthly, not seasonally adjusted for “All items” as per the latest available Table: 18-10-0004-13 published by Statistics Canada.
- 9.5.4 Labour Rates and the Prices for the Option Periods will be incorporated in Annex B - Basis of Payment prior to exercising the options. In the event that the Labour Rates and Prices could not be finalized in time, last year’s rates and prices will continue to apply as an interim basis subject to adjustment upon completion of the annual rate between PSPC and the contractor for each Option Period.

9.6 Additional Labour Categories

- 9.6.1 Additional fully-loaded Hourly Labour Rates for Labour Categories for AWR that are not identified in the contract will be negotiated on “as and when required” basis by the Contracting Authority.
- 9.6.2 The fixed fully loaded Hourly Labour Rates must be fair and reasonable. At Canada’s request, the Contractor will be asked to demonstrate that the rates are not in excess of the lowest rate charged anyone else, including the Bidder’s most favored customer, for the like quality and quantity of the services. Canada, at its sole discretion, may request any other supporting documentation. Canada also reserves the right to require the submission of a detailed rate breakdown from the Contractor and apply Contract Cost Principles 1031-2 and the PWGSC departmental Profit Policy in effect at the time.
- 9.6.3 The rates will only apply to the AWR for which they were negotiated unless incorporated into the Contract through a formal Contract amendment issued by the Contracting Authority

9.7 Work not performed due to Inaccessibility of Government offices and/or Sites

- 9.7.1 Where the Contractor, its employees, subcontractors, or agents are providing goods and/or services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- 9.7.2 If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

10. Limitation of Expenditure

- 10.1 Canada’s total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and Applicable Taxes are extra.

- 10.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority.
- 10.3 The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
- a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.
- 10.4 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

11. Method of Payment

The amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required if the Work has been accepted by Canada and a final claim for the payment is submitted. One or more of the methods of payment options below will be used in the Contract. The eligible methods of payment include:

11.1 Milestone Payments

- 11.1.1 Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:
- a) an accurate and complete claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - b) all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives; and
 - c) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

11.2 Progress Payments

- 11.2.1 Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to 90 percent of the amount claimed and approved by Canada if:
- a) an accurate and complete claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - b) the amount claimed is in accordance with the basis of payment;
 - c) the total amount for all progress payments paid by Canada does not exceed TBD percent of the total amount to be paid under the Contract; and

- d) all certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives.

11.2.2 The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.

11.2.3 Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

11.3 Monthly Payments

11.3.1 Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada; and
- c) the Work performed has been accepted by Canada.

11.4 Holdback Release

11.4.1 The holdback amount for AWR, excluding Goods and Training software procurements, will be released at the end of every two (2) year period in accordance with milestone schedule below. Each holdback amount will only be released if:

- a. all Work and deliverables (including source code, if applicable) have been completed and delivered;
- b. the Work and deliverables have been satisfactorily accepted by Canada; and
- c. a final claim for the holdback release is submitted.

11.4.2 The milestones schedule:

Milestone No.	Period
1	Contract Award to 31 October 2025
2	01 November 2025 to 31 October 2027
3	01 November 2027 to 31 October 2029
4	01 November 2029 to 31 October 2031
5	01 November 2031 to 31 October 2033
6	01 November 2033 to 31 October 2035

12. Invoicing Instructions

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

Each claim must show:

- a. all information required on form [PWGSC-TPSGC 1111](#);

- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- c. a list of all expenses;
- d. expenditures plus pro-rated profit or fee; and
- e. the description and value of the milestone claimed as detailed in the Contract.

Each claim must be supported by:

- a. a copy of time sheets including the name of resources to support the time claimed;
 - b. a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses; and
 - c. a copy of the monthly progress report.
- 12.2 Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
- 12.3 The Contractor must prepare and certify the one (1) copy of the claim on form PWGSC-TPSGC 1111, and forward it to the Procurement Authority identified under the section entitled "Authorities" of the Contract for appropriate certification by the Technical Authority after inspection and acceptance of the Work takes place.
- 12.4 The Contractor must not submit claims until all work identified in the claim is completed.
- 12.5 The Contractor is permitted to submit only one (1) invoice per month.

13. Release Document

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- a. One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- b. Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- c. One (1) copy to the Contracting Authority;
- d. One (1) copy to:
 - National Defence Headquarters
 - Mgen George R. Pearkes Building
 - 101 Colonel By Drive
 - Ottawa, ON K1A 0K2
 - Attention: _____
- e. One (1) copy to the Quality Assurance Representative;
- f. One (1) copy to the Contractor; and
- g. For all non-Canadian contractors, one (1) copy to:

DQA/Contract Administration
National Defence Headquarters
Mgen George R. Pearkes Building

101 Colonel By Drive
Ottawa, ON K1A 0K2

E-mail: ContractAdmin.DQA@forces.gc.ca.

14. Certifications and Additional Information

14.1 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.

14.2 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.

14.3 GBA+ Reporting Requirement

The Contractor must submit an annual GBA+ Report to the Contracting Authority within one month after the end of each year. As a minimum, the report must include the following:

- a. Requirements that have been fulfilled within their GBA+ Plan, which was submitted with the bid submission.
- b. Specific changes to the status since the last reporting period.
- c. Explanation and justification of all areas of non-conformance.
- d. Details as to how the lapses will be fixed in the follow-on year; and
- e. Details of the on-going initiatives that will be undertaken in the follow-on year.

15. Applicable Laws

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

16. 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, including Resulting ITB Contract clauses;
- b. the General Conditions, 2035 (2021-12-02), Higher complexity – Services;
- c. the Supplemental General Conditions, 4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information;
- d. the Supplemental General Conditions, 4004 (2010-08-16), Maintenance and Support Services for Licensed Software;

- e. the Supplemental General Conditions, 4002 (2010-08-16), Software Development or Modification Services;
- f. the Supplemental General Conditions, 4003 (2010-08-16), Licensed Software;
- g. the Supplemental General Conditions, 4001 (2010-08-16), Hardware Purchase, Lease and Maintenance;
- h. the Supplemental General Conditions, 4012 (2012-07-16) Goods - Higher Complexity;
- i. Annex A, Statement of Work;
- j. Annex B, Basis of Payment;
- k. Annex C, Security Requirements Check List;
- l. Annex D, DND 626 Task Authorization Form
- m. Annex E, PWGSC Form 1111;
- n. Annex F, Compliance Matrix and Technical Bid Evaluation Criteria Spreadsheet; and
- o. the Contractor's bid dated XXX.

17. Defence Contract

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

18. Insurance – Specific Requirements

- 18.1 The Contractor must comply with the insurance requirements specified below. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
- 18.2 The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
- 18.3 The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

19. Commercial General Liability Insurance

- 19.1 The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than CAN \$2,000,000.00 per accident or occurrence and in the annual aggregate.
- 19.2 The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- p. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
- q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- r. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,*

*Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

20. Errors and Omissions Liability Insurance

- 20.1 The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
- 20.2 If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- 20.3 The following endorsement must be included:

Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

21. Limitation of Liability

Full article will be published shortly.

22. Additional SACC Manual Clauses

1031-2 (2012-07-16)	Contract Cost Principles
A9016C (2014-06-26)	Hazardous Waste Disposal - Specific Requirements
A9019C (2011-05-16)	Hazardous Waste Disposal
A9039C (2008-05-12)	Salvage
A9062C (2011-05-16)	Canadian Forces Site Regulations
A9065C (2006-06-16)	Identification Badge
A9131C (2020-11-19)	Controlled Goods Program.
A9117C (2007-11-30)	T1204 - Direct Request by Customer Department
B1505C (2016-01-28)	Shipment of Dangerous Goods/Hazardous Products
B4059C (2008-05-12)	Government Supplied Technical Documents
B4060C (2011-05-16)	Controlled Goods
B6802C (2007-11-30)	Government Property
B7500C (2006-06-16)	Excess Goods
C0711C (2008-05-12)	Time Verification
C0705C (2010-01-11)	Discretionary Audit
C2801C (2017-08-17)	Priority Rating: Canadian-based contractors
D2000C (2007-11-30)	Marking
D2001C (2007-11-30)	Labeling
D2025C (2013-11-06)	Wood Packaging Materials
D0050C (2007-05-25)	End User Certificate

D3010C (2014-06-26)	Delivery of Dangerous Goods/Hazardous Products
D3014C (2007-11-30)	Transportation of Dangerous Goods/Hazardous Products
D3015C (2014-09-25)	Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance
D5510C (2014-06-26)	Quality Assurance Authority (Department of National Defence) - Canadian-based Contractor
D5540C (2021-05-20)	ISO 9001:2015 Quality Management Systems - Requirements (Quality Assurance Code Q)
D5545C (2019-05-30)	ISO 9001:2015 - Quality Management Systems - Requirements (Quality Assurance Code C)
D5606C (2012-07-16)	Release Documents (Department of National Defence) - Canadian-based Contractor
D6010C (2007-11-30)	Palletization
D9002C (2007-11-30)	Incomplete Assemblies

23. Electrical Equipment

All electrical equipment supplied under the Contract must be certified or approved for use in accordance with the Canadian Electrical Code (<http://www.csa.ca/cm/ca/en/normes/produits/electricite>), Part 1, National Electrical Code or equivalent, before delivery, by a certification organization accredited by the Standards Council of Canada, American National Standard Institute (ANSI) or equivalent.

24. Confirmation of Contract Award

The Contractor was notified of contract award by _____ (*insert "e-mail" or "telephone", as applicable*) on _____ (*insert date*). The Work specified in the notice, if any, must not be duplicated.

25. Dispute Resolution

- 25.1 The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- 25.2 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. The following procedures for the settlement of any disputes which may arise throughout the life of this Contract shall prevail:
 - 25.2.1 Disputes arising from this Contract will in the first instance be resolved by the Contracting Authority and the Contractor's Contract Administrator within fifteen (15) working days or such additional time as may be agreed to by both parties.
 - 25.2.2 Failing resolution under (25.2.1) above, the Manager, Defence Communications Major Projects and Sustainment Division, Electronics, Munitions and Tactical Systems Procurement Directorate (EMTSPD), Land and Aerospace Equipment Procurement and Support Sector (LAEPSS) and the Contractor's Representative Supervisor will attempt to resolve the dispute within an additional fifteen (15) working days.
 - 25.2.3 Failing resolution under (25.2.1) or (25.2.2), the Senior Director of LAEPSS and the Contractor's equivalent Senior Management will attempt to resolve the dispute within an additional thirty (30) working days.

- 25.3 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.
- 25.4 Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

26. Notice of Labour Disputes

Whenever the Contractor, or any sub-contractor hereunder has knowledge that an actual or potential labour dispute is delaying or threatens to delay the timely performance of any resultant contract, the Contractor or any such sub-contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Contract Authority.

27. Non-Disclosure Requirement

The Contractor acknowledges and understands the Contract contains information that is sensitive and must be held in confidence without disclosure, except to those individuals who have a need to know solely for the purpose of performing the Contract. By accepting the Contract the Contractor certifies that it will not communicate in any way the existence of the Contract, any of its contents or any related information to anyone, internal or external to the Government of Canada, other than the designated Government of Canada Contracting, Technical or Procurement Authority representatives, its employees who need to know, or persons who have agreed in writing to be bound by the same restrictions of use and disclosure as stated in the Contract and who are also in possession of any required CISC security clearance or any required Controlled Goods Program registration. The Contractor further certifies that it has put in place and will maintain all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to protect such information. A breach of this non-disclosure requirement is a default under the General Conditions. Such breach may also be subject to action pursuant to Canada's Vendor Performance Corrective Measures Policy, the Code of Conduct for Procurement, or other applicable policies.

**PART 7B - RESULTING INDUSTRIAL AND TECHNOLOGICAL BENEFITS
CONTRACT CLAUSES**

See the attached ITB Terms and Conditions document herewith.

ANNEX 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.

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)

ANNEX 2 to PART 5 OF THE BID SOLICITATION**ELECTRONIC PAYMENT INSTRUMENTS**

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

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

ANNEX 3 to PART 5 OF THE BID SOLICITATION**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 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.