



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Travaux publics et Services gouvernementaux  
Canada

Voir dans le document/

See herein

NA

Québec

NA

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

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

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

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

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

### Comments - Commentaires

There is a security requirement associated with this requirement

### Vendor/Firm Name and Address

#### Raison sociale et adresse du

#### fournisseur/de l'entrepreneur

### Issuing Office - Bureau de distribution

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

<b>Title - Sujet</b> Development of photon counting spec	
<b>Solicitation No. - N° de l'invitation</b> W7701-217344/A	<b>Date</b> 2022-06-06
<b>Client Reference No. - N° de référence du client</b> W7701-217344	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$MTB-255-16470	
<b>File No. - N° de dossier</b> QCL-0-43177 (255)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Daylight Saving Time EDT <b>on - le 2022-07-07</b> Heure Avancée de l'Est HAE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Desforges, Julie	<b>Buyer Id - Id de l'acheteur</b> mtb255
<b>Telephone No. - N° de téléphone</b> (514) 602-8307 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MINISTERE DE LA DEFENSE NATIONALE BATISSE 53 2459 ROUTE DE LA BRAVOURE QUEBEC Québec G3J1X5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include:

Annex A - Statement of Work

Annex B - Basis of Payment

Annex C - Security Requirements Checklist

Annex D - COVID-19 vaccination requirement certification

Annex E - Federal Contractors Program for Employment Equity - Certification

Annex F - Contractor Disclosure of Foreground Information

Annex G - Electronic payment instruments

Annex H - List of names for Integrity

Annex I - Former Public Servant

Annex J - PWGSC 1111

Annex K - DND 626 Task Authorization Form

Attachment 1 to Part 3 - Financial Bid presentation sheet

Attachment 1 to Part 4 - Mandatory and Point Rated Technical Criteria

Attachment 1 to Part 5 - Application for Registration (AFR) form

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## 1.2 Summary

### Project Title

Development of photon counting spectral detectors

### Description

Research and development for the Defence Canada (DRDC) requires the development of detectors having a large dynamic range and operates in photon counting mode for application in spectral LIDAR. The project is separated in two phases. The first phase is a feasibility study that includes the preliminary design of the detector (definition phase). The second phase is the development of the detector and will be performed through Task Authorization.

### Period of Contract

The period of the Contract is from date of Contract, to March 31<sup>st</sup> 2026 inclusive.

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".

The requirement is limited to Canadian services.

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

Part of the Work will be performed on an "as and when requested basis", using a Task Authorization (TA). A contract with Task Authorizations (TAs) is a method of supply for services under which all of the work or a portion of the work will be performed on an "as and when requested basis". Under contracts with TAs, the work to be carried out can be defined but the exact nature and timeframes of the required services, activities and deliverables will only be known as and when the service(s) will be required during the period of the contract. A TA is a structured administrative tool enabling the Crown to authorize work by a contractor on an "as and when requested" basis in accordance with the conditions of the contract. TAs are not individual contracts.

The estimated amount of available funding for the Task Authorization part for this Contract is **\$2,925,00.00** Applicable Taxes extra.

Defence Research and Development Canada - Valcartier has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada.

This bid solicitation allows bidders to use the CPC 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."

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

### 1.2.1 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.

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### **1.3 Debriefings**

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

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

The Phased Bid Compliance Process applies to this requirement.

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## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days

Insert: 120 days

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

A7035T (2007-05-25), List of Proposed Subcontractors

### **2.2 Submission of Bids**

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

Note: For bidders choosing to submit using Canada Post Corporation's (CPC) Connect service for bids closing at the Bid Receiving Unit, the email address is:

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

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open a CPC Connect conversation, as detailed in Standard Instructions 2003, or to send bids through a CPC Connect message if the bidder is using its own licensing agreement for CPC Connect service.

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

#### **2.2.1 Facsimile**

Facsimile number: 418-566-6168.

**2.2.2** Bids transmitted by hardcopy to PWGSC will not be accepted.

### **2.3 Former Public Servant – Competitive Bid**

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

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Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

### Definitions

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

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

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

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

### Former Public Servant in Receipt of a Pension

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

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

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

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

### Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;



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- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

## 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority ([julie.desforges@tpsgc-pwgsc.gc.ca](mailto:julie.desforges@tpsgc-pwgsc.gc.ca)) no later than **five (5)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## 2.5 Applicable Laws

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

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

## 2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least seven (7) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## 2.7 Basis for Canada's Ownership of Intellectual Property

The Defence Research and Development Canada (DRDC) – Valcartier Research Centre 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](#):

- 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;

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## 2.8 Maximum Funding

The maximum funding available **for the Task Authorization part of the Contract** resulting from the bid solicitation is **\$2,925,000.00** (Applicable Taxes extra). This disclosure does not commit Canada to pay the maximum funding available.

## 2.9 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

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

Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

Bids transmitted by hardcopy will not be accepted.

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

#### **Section I: Technical Bid**

- (a) In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

- (b) The technical bid consists of the following:
- (i) All the information required to demonstrate its conformity with the Mandatory and Point Rated Technical Criteria described in Attachment 1 to Part 4 - Mandatory and Point Rated Technical Criteria.
  - (ii) Each criterion should be addressed separately.
  - (iii) In order to allow the evaluation team to properly evaluate each technical evaluation criteria (mandatory and rated), the Bidder must clearly indicate the name of the proposed resources. To be considered in the evaluation, each resource must be proposed for at least one category in Attachment 1 to Part 4 - Mandatory and Point Rated Technical Criteria.
  - (iv) The technical bid should demonstrate that each proposed resources meets the qualification requirements described in Attachment 1 to Part 4 - Mandatory and Point Rated Technical Criteria:
    - (A) For educational requirements, Canada will only consider educational programmes that were successfully completed by the resource by the time of bid closing.
    - (B) For any requirements that specify a particular time period (for example, 2 months) of work experience, Canada will disregard any information about experience if the experience claimed does not include the relevant dates (the start date and end date).

- 
- (C) For work experience to be considered by Canada, the Bidder must not simply indicate the title of the resource's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the resource while in that position.

## Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Attachment 1 to Part 3 - Financial Bid presentation sheet.

Prices must be in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

### 3.1.1 Electronic Payment of Invoices – Bid

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

If Annex "G" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

### 3.1.2 Exchange Rate Fluctuation

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

### 3.1.3 Price Breakdown

Bidders are requested to detail the following elements for expenses in the performance of each task, milestone or phase of the Work, listed in Annex «A» Statement of work (SOW) Sections 5.1 and 5.2 - Tasks:

- (a) Labour: For each individual and (or) labour category to be assigned to the Work, indicate:
- i) the hourly rate, inclusive of overhead and profit; and
  - ii) the estimated number of hours.
- (b) Materials and Supplies: Identify each category of materials and supplies required to complete the Work and provide the pricing basis.
- (c) Travel and Living Expenses:  
Consult Annex «A» – Statement of work, Section 9 – Work location. The cost, the purpose and destination of each travel, together with the basis of these costs which must not exceed the limits of the National Joint Council (NJC). With respect to the NJC's Directive, only the meal, private vehicle allowances specified in Appendices B, C and D of the Treasury Board Travel Directive (<https://www.njc-cnm.gc.ca/directive/d10/en>), and the other provisions of the Directive referring to "travellers", rather than those referring to "employees", are applicable. The Treasury Board Secretariat's Special Travel Authorities, (<https://www.canada.ca/en/treasury-board-secretariat/services/travel-relocation/special-travel-authorities.html>), also apply.
- (d) Subcontracts: Identify any proposed subcontractor and provide for each one the same price breakdown information as contained in this article.
- (e) Other Direct Charges: Identify any other direct charges anticipated, such as long distance communications and rentals, and provide the pricing basis.
- (f) Applicable Taxes: Identify any Applicable Taxes separately.

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### **Section III: Certifications**

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

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## ATTACHMENT 1 TO PART 3 – FINANCIAL BID PRESENTATION SHEET

Bidders must submit their financial bid in accordance with **3.1 Section II: Financial Bid**, of Part 3 – Bid Preparation Instructions

### 1. PHASE 1 - Firm Part (Refer to tasks 5.1 and 5.2 of the Annex A)

Deliverables	Firm amounts
5.1 Feasibility study for a new photon counting detector	\$ _____
5.2 Detector preliminary design	\$ _____
<b>TOTAL PHASE 1: (applicable taxes extra if applicable)</b>	<b>\$ _____</b>

### 2. PHASE 2 – TASKS AUTHORIZATIONS (Refer to Annex A, section 5.3 Description of work through Tasks Authorizations)

The Bid Price will be evaluated on the basis of the following estimated level of effort\*:

\* The level of effort (percentage of use) listed in the table are provided solely for the purpose of determining the estimated price for each bid. They represent approximate needs, provided in good faith, and should not be considered as a contractual guarantee.

Bidder must indicate a firm, all-inclusive hourly rate for each year of the contract.

Applicable taxes must be indicated separately

Bidder must indicate the name of the proposed resources. If the resource is working under sub-contract, the Bidder should indicate the name of the subcontractor.

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Resource Categories	% of use (a)	From date of award to March 31st 2023 (b)	From April 1st 2023 to March 31st 2024 (c)	From April 1st 2024 to March 31st 2025 (d)	From April 1st 2025 to March 31st 2026 (e)	From April 1st 2026 to end of the period of the contract (f)	Cumulative total for the resources categories (g)= (a x b) + (a x c) + (a x d) + (a x e) + (a x f)
Project Manager Name :	10%	_____ \$/hr	_____ \$/hr	_____ \$/hr	_____ \$/hr	_____ \$/hr	\$ _____
Principal Specialist Name :	20%	_____ \$/hr	_____ \$/hr	_____ \$/hr	_____ \$/hr	_____ \$/hr	\$ _____
Specialist Name :	50%	_____ \$/hr	_____ \$/hr	_____ \$/hr	_____ \$/hr	_____ \$/hr	\$ _____
Technician Name :	20%	_____ \$/hr	_____ \$/hr	_____ \$/hr	_____ \$/hr	_____ \$/hr	\$ _____
Total bid price for Phase 2 for evaluation							\$ _____

Total bid price for Phase 1 and 2: \$ \_\_\_\_\_  
Applicable taxes extra

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Phased Bid Compliance Process**

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

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

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

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

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2022-03-29) Standard Instructions – Goods or Services –



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Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).

- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

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

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.

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- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
  - (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
  - (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

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

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

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

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

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

## **4.1.2 Technical Evaluation**

### **4.1.2.1 Mandatory Technical Criteria**

Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.

Refer to Attachment 1 to Part 4, Mandatory and Point Rated Technical Criteria.

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

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly.

Refer to Attachment 1 to Part 4, Mandatory and Point Rated Technical Criteria.

## **4.1.3 Financial Evaluation**

### **4.1.3.1 Mandatory Financial Criteria**

Bidders must submit their financial proposal in accordance with "Section II: Financial Proposal" of Part 3 - Bid Preparation Instructions.

### **4.1.3.2 Evaluation of Price**

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

For evaluation purposes only, the price of the bid will be determined as detailed in Attachment 1 to Part 3 - Financial Bid presentation sheet.

## **4.2 Basis of Selection**

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

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the minimum number of points required for each rated criterion and each group of rated criteria with a pass mark.
2. Bids not meeting a) or b) or c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.

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

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

<b>Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)</b>				
		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	<b>Pricing Score</b>	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
<b>Combined Rating</b>		84.18	73.15	77.70
<b>Overall Rating</b>		1st	3rd	2nd

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## ATTACHMENT TO PART 4 – MANDATORY AND POINT RATED TECHNICAL CRITERIA

### 1 GENERAL

#### **Additional instructions for preparing technical submissions.**

- a. The bidder should provide a resume for each of the resources proposed for each category of resources in order to demonstrate the experience that the resources have in relation to the mandatory technical criteria and the rated technical criteria.
- b. The bidder must demonstrate the experience he has, as well as the experience for each of the proposed resources. The identified experience months must be expressed in terms of full time employment. In calculating months of experience, overlapping months must only be counted once (e.g. project # 1 ran from July 2019 to December 2019; project # 2 ran from October 2019 to January 2020; the total of the months of experience for these two projects given in reference is therefore seven (7) months).
- c. The Bidder must submitting at least one (1) project in which the proposed resources have gained experience. To obtain scores on rated criteria, the bidder shall demonstrate that the proposed resource has acquired experience in the enumerated experience domains For each project described, the tenderer must at least include the following information:
  - i. The title;
  - ii. The objectives;
  - iii. The scope;
  - iv. The projects' periods (beginning months and year and ending months and year);
  - v. the exact dates of participation and the role of the proposed resource in the project;
  - vi. the tasks performed by the proposed resource and all relevant information.
- d. The same resource can be proposed in more than 1 resource category and therefore be evaluated for each of these categories.
- e. If the bidder cannot propose resources for each category, sub-contractors must be identified. The same information must be provided for the resources of the subcontractors and the same valuation method will apply.
- f. The minimal requirements related to the formation and experience of the resources are described below:
  - i. To be considered acceptable, the university degree referred to under the resource categories must come from a recognized Canadian university or college or an equivalent established by a recognized Canadian credential assessment service if the degree or the certificate was obtained abroad. The list of recognized organizations is posted on the Canadian Information Center for International Credentials website at the following address <http://cicic.ca>
  - ii. Experience gained during graduate studies above the minimum level required for each resource category may be recognized if relevance to the area of expertise is demonstrated. Refer to Table 2 – Rated Criteria to determine if the proposed experience is relevant.
  - iii. An evident simultaneous work experience is acceptable for evaluation, but it will be counted only once in the same resource category.

- g. In the case where more than one resource has to be proposed in the same category, each resource will be evaluated separately. The global scores will be obtained by performing the sum of all notes and dividing by the number of resources in order to obtain the mean. The mean rounded to two decimals will constitute the score awarded to the bidder for the evaluation criterion. **Only the resources meeting the required minimum number of points for will be part of the Contract.**

## 2. DEFINITION

Components: By components it is understood each modules that will compose the final electronic circuits. For example, a component can be the array of sub-detectors or the communication interfaces.

## 3. MANDATORY TECHNICAL CRITERIA

Numéro	Description	Reference to proposal page	Comments (if required)
CO1	The bidder must describe the detector envisaged from the components that he intends to use and detail the relationships between these components.		
CO2	The bidder must propose at least one (1) resource per resource category; -Project Manager -Principal Specialist -Specialist -Technician		

## 4. POINT-RATED CRITERIA

DESCRIPTION	MIN. POINTS	MAX. POINTS
1. Proposed technology	14	28
2. Bidder's experience	20	40
3. Project Manager – Tasks 5.1, 5.2 and 5.3	10	20
4. Principal Specialist – Tasks 5.1 and 5.2	5	20
5. Specialist – Tasks 5.1 and 5.2	2	15
6. Principal Specialist - Task 5.3	5	20
7. Specialist – Task 5.3	2	15
8. Technician – Task 5.3	2	9
9. Employment equities	-	10
<b>TOTAL</b>	<b>60</b>	<b>178</b>

**Table 1: Qualitative Criteria Evaluation Grid**

<b>INADÉQUATE OR POOR</b>	<b>MARGINAL</b>	<b>ADEQUATE</b>	<b>VERY GOOD</b>	<b>EXCEPTIONNAL</b>
<b>0% of the maximum score</b>	<b>25% of the maximum score</b>	<b>50% of the maximum score</b>	<b>75% of the maximum score</b>	<b>100% of the maximum score</b>
Did not provide information that could be evaluated  Or  Did not understand or misunderstands the requirements at all	Understand the requirement to a certain level	Demonstrates a good understanding of the requirements	Demonstrate a very good understanding of the requirements	Demonstrate an excellent understanding of the requirements
Weaknesses that cannot be corrected or are unlikely to be corrected.	There is a risk that the weaknesses noted cannot be easily corrected	Weaknesses that could be easily corrected	No notable weakness.	No apparent weakness.
Weak; insufficient to meet performance requirements or poor ability to meet performance requirements.	Limited capacity; may not meet minimum performance requirements.	Satisfactory ability, should achieve satisfactory results.	Very satisfactory ability, should achieve good results.	Excellent ability; should obtain excellent results.



**Table 2 – Point-Rated Criteria**

Number	Criteria	Rating scale	Score	
			Min	Max
<b>1.</b>	<b>Proposed technology</b>		<b>14</b>	<b>28</b>
1.1	<p>The bidder should demonstrate, using a technical reference list (Scientific and technical references) with comments by the bidder that the risk related to the detector development using the proposed technology is acceptable. The Bidder must provide the list of components of the detector. Each component of the detector will be evaluated separately.</p> <p>The purpose is to know if the components have already demonstrated convincing results in similar applications*.</p> <p>Each reference should be accompanied with a small paragraph summarizing the relevance and the quality of the reference.</p> <p><b>Excellent:</b> Commercial products exist or it has been used in similar or equivalent equipment. (28 points)</p> <p><b>Very good:</b> Equivalent or similar products are in development targeting commercial product or usable in equipment. (21 points)</p> <p><b>Adequate:</b> Similar or equivalent products are at a research level of development. (14 points)</p> <p><b>Marginal:</b> The proposed technology is in laboratory development and no products are presently considered for development. (7 points)</p> <p><b>Poor:</b> The proposed technology is at the conceptual level of development and a small amount of work have been realized on material. (0 point)</p> <p>The score is computed as the mean of the scores attributed to each component.</p> <p>The list of reference should not be limited to academic work and should also include reports for work realized by the bidder.</p> <p>*Examples of related applications : Low light imaging; and hyperspectral imagery; conventional LIDAR; spectral LIDAR and active imaging systems; quantum imagery</p>	<p>Excellent: 28 points</p> <p>Very good: 21 points</p> <p>Adequate: 14 points</p> <p>Marginal: 7 points</p> <p>Poor: 0 point</p>	14	28

2.	Bidder's experience		20	40
2.1	The Bidder should have designed and manufactured products using all of the components described at point 1.1 «Proposed technology» or similar components for the development of the proposed detector for a minimum of one project associated with each of the components listed in their proposal.	100% of components : 10 points 80% of the components : 8 points 60% of the components : 5 points Lower than 60% of components : 0 point	5	10
2.2	The bidder should propose an approach for the realisation of the feasibility study described in task 5.1 of the statement of work.  The proposed approach should address all the work related to task 5.1 by providing at least one (1) example of feasibility study carried out by the bidder using that approach.	Excellent: 10 points Very good : 7,5 points Adequate: 5 points Marginal: 2,5 points Poor: 0 point	5	10
2.3	The bidder should propose an approach to perform the preliminary design described under task 5.2 of the statement of work.  The proposed approach shall address all the work related to task 5.2 of the statement of work by providing examples of preliminary design that have been realized by the bidder using that approach.	Excellent: 10 points Very good: 7,5 points Adequate: 5 points Marginal: 2,5 points Poor: 0 point	5	10
2.4	The bidder shall propose an approach to perform the development, the fabrication and the tests for the detector described under task 5.3.  The proposed approach shall address all the work related to task 5.3 by providing examples of development, fabrication and tests work already realized by the bidder using that approach.	Excellent: 10 points Very good: 7,5 points Adequate: 5 points Marginal: 2,5 points Poor: 0 point	5	10
3.	<b>Project Manager - Tasks 5.1, 5.2 and 5.3</b> It is required that the Bidder obtained a minimum of 10 points overall for the technical evaluation criteria for that part. This required minimum is not the addition of required minimum for each criterion.		10	20
3.1	Must have finished a university degree in a domain related to the design of integrated circuits.	Doctorate : 10 points Master : 5 points Bachelor : 1 point	1	10

3.2	The resource must have experience in projects of integrated circuits development as project manager during the last 4 years up to the request for proposal closing date.	More than 24 months : 10 points 13 to 24 months : 5 points 6 to 12 months : 2 points Less than 6 months : 0 point	2	10
<b>4.</b>	<b>Principal Specialist - Tasks 5.1 and 5.2</b> It is required that the Bidder obtained a minimum of 5 points overall for the technical evaluation criteria for that part. This required minimum is not the addition of required minimum for each criterion.		<b>5</b>	<b>20</b>
4.1	Must have finished a university degree in a domain related to the design of integrated circuits.	Doctorate : 10 points Master : 5 points Bachelor : 1 point	1	10
4.2	The resource must have experience on integrated circuits development projects during the last 4 years up to the request for proposal closing date.	More than 24 months : 10 points 13 to 24 months : 5 points 6 to 12 months : 2 points Less than 6 months : 0 point	2	10
<b>5.</b>	<b>Specialist - Tasks 5.1 and 5.2</b> It is required that the Bidder obtained a minimum of 2 points overall for the technical evaluation criteria for that part. This required minimum is not the addition of required minimum for each criterion.		<b>2</b>	<b>15</b>
5.1	Must have finished a university degree in a domain related to the design of integrated circuits.	Doctorate : 10 points Master : 5 points Bachelor : 1 point	1	5
5.2	The resource must have experience on projects of integrated circuit development during the last 4 years up to the request for proposal closing date.	More than 24 months : 10 points 13 to 24 months : 5 points 6 to 12 months : 2 points Less than 6 months : 0 point	0	10
<b>6.</b>	<b>Principal Specialist - Task 5.3</b> It is required that the Bidder obtained a minimum of 5 points overall for the technical evaluation criteria for that part. This required minimum is not the addition of required minimum for each criterion.		<b>5</b>	<b>20</b>
6.1	Must have finished a university degree in a domain related to the development of integrated circuits.	Doctorate : 10 points Master : 5 points Bachelor : 1 point		10

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6.2	The resource must have experience on projects related to the development of integrated circuit during the last 4 years up to the request for proposal closing date.	More than 24 months : 10 points 13 to 24 months : 5 points 6 to 12 months : 2 points Less than 6 months : 0 point	2	10
7.	<b>Specialist - Task 5.3</b> It is required that the Bidder obtained a minimum of 2 points overall for the technical evaluation criteria for that part. This required minimum is not the addition of required minimum for each criterion.		2	15
7.1	Must have finished a university degree in a domain related to the design and the fabrication of integrated circuits.	Doctorate : 10 points Master : 5 points Bachelor : 1 point	1	5
7.2	The resource must have experience on projects related to the development of integrated circuit during the last 4 years up to the request for proposal closing date.	More than 24 months : 10 points 13 to 24 months : 5 points 6 to 12 months : 2 points Less than 6 months : 0 point		10
8.	<b>Technician – task 5.3</b> It is required that the Bidder obtained a minimum of 2 points overall for the technical evaluation criteria for that part. This required minimum is not the addition of required minimum for each criterion.		2	9
8.1	Must have studied in a domain related to electronic or to the development and fabrication of integrated circuits	Degree higher than a college diploma: 4 points College diploma: 2 points	2	4
8.2	The resource must have experience on projects related to the development and fabrication of integrated circuits during the last 4 years up to the request for proposal closing date.	More than 24 months : 5 points 13 to 24 months : 3 points 6 to 12 months : 1 points Less than 6 months : 0 point		5
9	<b>EMPLOYMENT EQUITY</b>			10

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9.1	<p>The bidder proposes resource designated by the Employment Equity Act (<a href="https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors.html">https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors.html</a>).</p> <p>To be considered, these resources must be part of one or many of the following groups: women, indigenous peoples, persons with disabilities and members of visible minorities. Bidder must identify the resource and the groups.</p> <p>Score is 5 points per resource that is qualified and is designed by the Employment Equity Act, for up to two resources.</p>	<p>2 resources : 10 points 1 resource : 5 points 0 resource : 0 point</p>		10
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## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Bid**

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

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

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

### **5.2 Additional Certifications Required with the Bid**

#### **5.2.1 COVID-19 vaccination requirement certification**

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

#### **5.2.2 Canadian Content Certification**

This procurement is limited to Canadian services.

The Bidder certifies that:

( ) the service offered is a Canadian service as defined in paragraph 2 of clause [A3050T](#).

#### **5.2.3 SACC Manual clause [A3050T](#) (2020-07-01) Canadian Content Definition**

### **5.3 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.

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### 5.3.1 Integrity Provisions – Required Documentation

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

### 5.3.2 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 \(ESDC\)](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) - [Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

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

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

### 5.3.3 Security Requirements – Required Documentation

In accordance with the [requirements of 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>), the Bidder must provide a completed Contract Security Program Application for Registration (AFR) form to be given further consideration in the procurement process.

Bidders are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, bidders who do not provide all the required information at bid closing will be given the opportunity to complete any missing information from the AFR form within a period set by the Contracting Authority. If that information is not provided within the timeframe established by the Contracting Authority (including any extension granted by the Contracting Authority in its discretion), or if Canada requires further information from the Bidder in connection with assessing the request for security clearance (i.e., information not required by the AFR form), the Bidder will be required to submit that information within the time period established by the Contracting Authority, which will not be less than 48 hours. If, at any time, the Bidder fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared non-compliant.

Suppliers already registered in the CSP that are bidding on a new procurement with security requirements must also complete the AFR form even if they already hold the necessary organization security clearance.

## 5.4 Additional Certifications Precedent to Contract Award

### 5.4.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at

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

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

#### **5.4.2 Education and Experience**

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

#### **5.4.3 Language Capability**

The Bidder certifies that it has the language capability required to perform the Work, as stipulated in the Statement of Work.



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### **ATTACHMENT 1 TO PART 5 - APPLICATION FOR REGISTRATION (AFR) FORM**

Suppliers wishing to bid on a solicitation will be required to complete and submit the AFR form precedent the contract award; [Application for Registration \(AFR\) form \(PWGSC-TPSGC 471\)](#)

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

### **6.1 Security Requirements**

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### **6.2 Financial Capability**

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

## **PART 7 - RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

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

#### **7.1.1 Task Authorization**

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

##### **7.1.1.1 Task Authorization Process**

###### **Portion of the Work - Task Authorizations**

The Task Authorization portion of the Work (refer to Annex A: Statement of Work under Section 5.3 Description of Services through Task Authorization (TA)) to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

The Canada will provide the Contractor with a description of the task using the DND 626, Task Authorization Form specified in Annex K.

##### **7.1.1.2 Description of Task Authorization (TA) tasks**

The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.

More specifically, the description of TA tasks will include the following information:

- (a) the task number;
- (b) a detailed Statement of Work (SOW) for the task, outlining the activities to be performed and the deliverables (such as reports) to be submitted;
- (c) the required start and completion dates (if any);
- (d) a schedule of milestone completion dates for major work activities, deliverables and payments;
- (e) whether the work performance will require on-site activities at a given location;
- (f) the work site;
- (g) the level of security clearance required of the Contractor's personnel;

Where applicable, the description of TA tasks must also include the following:

- (a) a description of any travel requirements including the content and format of any required travel report;
- (b) the language profile required of the Contractor's personnel;
- (c) categories of key resources;
- (d) any other constraints that might affect task completion.

#### 7.1.1.3 Contractor's TA proposal

The Contractor must provide the Canada, within **ten (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 the Basis of Payment specified in the Contract. The Contractor must submit a quote, identifying its proposed resources and detailing the cost and time to complete the task(s).

The proposal will be valid for **at least twenty (20) business days** from the date on which the offer was received. The Contractor will not be paid for preparing or submitting the quote or for providing other information required to prepare and issue the TA. The Contractor must provide all information requested and related to preparation of the TA, within five business days of the request by Canada.

For each proposed resource, the Contractor's TA proposal must include the following, unless the proposed resource(s) was/were proposed and evaluated prior to contract award:

A résumé for each of the proposed resources. The Contractor's proposal must demonstrate that each proposed resource meets the requirements set out in Appendix A – Statement of Work of the resource category for which it is proposed (including any educational requirements, work experience and professional designation or membership requirements).

With respect to resums and resources:

- (a) Proposed resources may be employees of the Contractor or employees of a subcontractor, or these individuals may be independent contractors to whom the Contractor would subcontract a portion of the work.
- (b) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programs that were successfully completed by the resource by the date the Contractor submits its TA quote.
- (c) For work experience, Canada will not consider experience gained as part of an educational program, except for experience gained through a formal co-operative program at a post-secondary institution (where applicable).
- (d) For any requirements that specify a particular time period (e.g. two years) of work experience, Canada will disregard any information about experience if the individual's résumé does not include the relevant dates for the experience claimed (i.e., the start date and end date indicated in months).
- (e) The résumé must not simply indicate the title of the individual's position, but must also demonstrate that the resource has the required work experience by explaining responsibilities and work performed by the individual while in that position. Simply listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the TA Form, will not be considered "demonstrated" for the purposes of the assessment. The Contractor should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications/experience were obtained. In situations in which a proposed resource worked at the same time on more than one project, only one project will be counted toward any requirements that relate to the individual's length of experience.

When directed by Canada, the Contractor must also provide a technical proposal including, if applicable, the following:

- (a) a description of the understanding of the objectives and the scope of work;
- (b) a description of the approach and methodology that will be used to perform the work;

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- (c) a description of the expected deliverables;
  - (d) an estimate of the expected degree of success;
  - (e) proposed deviations from the requirements;
  - (f) identification of the major risks and a risk mitigation plan;
  - (g) a comprehensive work schedule and prioritization of activities to be performed.

#### **7.1.1.4 Approval of the Task Authorization**

The Contractor must not begin work until a TA authorized by the Canada has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

The work will be approved or confirmed by Canada through a Task Authorization Form – DND 626 in Annex K.

#### **7.1.2 Task Authorization Limit**

The DND Procurement Authority may authorize individual task authorizations up to a limit of **\$200,000.00**, Applicable Taxes included, inclusive of any revisions.

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

#### **7.1.3 Canada's Obligation - Portion of the Work - Task Authorizations**

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

#### **7.1.4 Task Authorization - Department of National Defence**

The administration of the Task Authorization process will be carried out by The Procurement and Payment group at Defence Research and Development Canada - Valcartier, represented by the DND Procurement Authority. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

#### **7.1.5 Disclosure Certification**

On completion of the Work, the Contractor must submit to the Technical Authority and to the Contracting Authority a copy of the Contractor Disclosure of Foreground Information attached as Annex F stating that all applicable disclosures were submitted.

### **7.2 Standard Clauses and Conditions**

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

#### **7.2.1 General Conditions**

2040 (2022-05-12), General Conditions - Research & Development, apply to and form part of the Contract.

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## 7.2.2 Supplemental General Conditions

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

## 7.2.3 SACC Manuel Clauses

K3305C (2008-05-12), License to Intellectual Property Rights in Foreground Information

K3410C (2015-02-25), Canada to Own Intellectual Property Rights in Foreground Information

## 7.3 Security Requirements

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

### SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

**PWGSC FILE No. W7701-217344B**

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

### 7.3.1 Visit Clearance Requests for Employees

As soon as the contract is awarded, the supplier will be required to obtain, without delay, visit clearance from ISS for each of its employees assigned to the contract.

Suppliers must submit a request for visit to ISS.

A minimum lead time of 25 working days is required to obtain a visit clearance from ISS.

Without visit clearance, the supplier's employees will not have access to DRDC- Valcartier Research Centre facilities, leaving the supplier liable for delays in delivery.

Suppliers can consult the ISS Web site on visit clearances at: <http://iss-ssi.pwgsc-tpsgc.gc.ca/msi-ism/index-eng.html> , chapter 6.

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## **7.4 Term of Contract**

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

The period of the Contract is from date of Contract to March 31, 2026 inclusive.

## **7.5 Authorities**

### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Julie Desforges  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch

Address: 800, De la Gauchetiere West,  
Portal South-West, 7<sup>th</sup> floor  
Montreal QC H5A 1L6

Telephone: 514-602-8307

E-mail address: Julie.desforges@tpsgc-pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### **7.5.2 Technical Authority (to be completed at Contract award)**

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail: \_\_\_\_\_.

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.

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### 7.5.3 DND Procurement Authority *(to be completed at contract award)*

The DND Procurement Authority for the Contract is:

Name : \_\_\_\_\_  
Title : \_\_\_\_\_  
Organization : \_\_\_\_\_  
Address : \_\_\_\_\_

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_.

The DND Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The DND 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 DND Procurement Authority however the DND 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.

### 7.5.4 Contractor's Representative

#### Administrative representative :

Name : \_\_\_\_\_  
Telephone : \_\_\_\_\_  
Facsimile : \_\_\_\_\_  
Email : \_\_\_\_\_

#### Technical representative :

Name : \_\_\_\_\_  
Telephone : \_\_\_\_\_  
Facsimile : \_\_\_\_\_  
Email : \_\_\_\_\_

### 7.6 Proactive Disclosure of Contracts with Former Public Servants

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

### 7.7 Payment

#### 7.7.1 Basis of Payment - Firm Prices

For the Work described in **sections 5.1 and 5.2** of the Statement of Work in Annex A:

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price for a cost of \$\_\_\_\_\_ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

For the firm 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.



### 7.7.2 Basis of Payment - Limitation of Expenditure

For the Work described in **sections 5.3** of the Statement of work in annex A « Services through Task Authorization (TA)»:

One of the following Basis of payment will be part of the approved task authorization (TA). The price of the task will be established according to the Basis of Payment in Annex B.

**(i) For the Work provided under a Task Authorization subject to a Firm Price:**

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid a firm price in accordance with the basis of payment, in Annex B, as specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

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

**(ii) For the Work provided under a Task Authorization subject to a Ceiling Price:**

The Contractor will be reimbursed its costs reasonably and properly incurred in the performance of the Work, plus a profit, as determined in accordance with the Basis of Payment in Annex B, to the ceiling price specified in the approved TA. Customs duties are included and Applicable Taxes are extra.

The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.

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.

***Ceiling price:*** A ceiling price is the maximum amount of money that may be paid to a contractor. By establishing a ceiling price, the contractor must fulfill all of its contractual obligations relative to the work to which this basis of payment applies without additional payment whether or not the actual costs incurred exceed the ceiling price.

**(iii) For the Work provided under a Task Authorization subject to a Limitation of Expenditure:**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex B, to the limitation of expenditure specified in the authorized TA.

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

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's liability

to the Contractor under the authorized TA being exceeded before obtaining the written approval of the Contracting Authority.

**(iv) Travel and Living Expenses:**

There will be no travel time or travel and living expenses payable for services rendered within 50 kilometres from Defence Research and Development Canada – Valcartier Research Centre, located at 2459 Pie-XI Blvd North, Quebec City, Quebec.

For services rendered further than 50 kilometres from Defence Research and Development Canada – Valcartier Research Centre, the Contractor will be paid its actual travel time in accordance with the hourly rates detailed in Annex B, Basis of Payment.

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

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

**7.7.3 Limite des dépenses - Total cumulatif de toutes les autorisations de tâches**

1. La responsabilité totale du Canada envers l'entrepreneur dans le cadre du contrat pour toutes les autorisations de tâches autorisées, y compris toutes révisions, ne doit pas dépasser la somme de **\$2,925,000.00**. Les droits de douane sont inclus et les taxes applicables sont en sus.
2. Aucune augmentation de la responsabilité totale du Canada ne sera autorisée ou payée à l'entrepreneur, à moins qu'une augmentation ait été approuvée, par écrit, par l'autorité contractante.
3. L'entrepreneur doit informer, par écrit, l'autorité contractante concernant la suffisance de cette somme :
  - a. lorsque 75 p. 100 de la somme est engagée, ou
  - b. quatre (4) mois avant la date d'expiration du contrat, ou
  - c. dès que l'entrepreneur juge que la somme est insuffisante pour l'achèvement des travaux requis dans le cadre des autorisations de tâches, y compris toutes révisions, selon la première de ces conditions à se présenter.
4. Lorsqu'il informe l'autorité contractante que les fonds du contrat sont insuffisants, l'entrepreneur doit lui fournir par écrit une estimation des fonds additionnels requis. La présentation de cette information par l'entrepreneur n'augmente pas la responsabilité du Canada à son égard.

**7.8 Method of Payment**

**7.8.1 Milestone Payments - Subject to holdback (Annex A, sections 5.1 and 5.2)**

1. Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract, 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 total amount for all milestone payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Contract;
    - c. all the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives;
    - d. all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.
  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.

#### **7.8.1.1 Schedule of Milestones**

The schedule of milestones for which payments will be made in accordance with the Annex B.

#### **7.8.2 Progress Payments - Subject to holdback (Annex A, section 5.3)**

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 90 percent of the total amount to be paid under the Contract;
  - d. all certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives.
2. 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 .
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.

#### **7.8.3 Single Payment (Annex A, section 5.3)**

Canada will pay the Contractor upon completion and delivery of the Work associated with the Task Authorization in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete claim for payment using PWGSC-TPSGC 1111, Claim for Progress Payment, and any other 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;
- (c) the Work delivered has been accepted by Canada.

#### **7.8.4 SACC Manual Clauses**

[A9117C](#) (2007-11-30), T1204 - Direct Request by Customer Department

[C0305C](#) (2008-05-12), Cost Submission

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

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

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI);

#### **7.8.6 Discretionary Audit**

SACC Manual Clause C0705C (2010-01-11), Discretionary Audit

#### **7.8.7 Time Verification**

SACC Manual Clause C0711C (C0711C), Time Verification

### **7.9 Invoicing Instructions**

#### **7.9.1 Milestone Payments - Subject to holdback (Annex B, BASIS OF PAYMENT – SCHEDULE OF MILESTONES)**

1. Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract, 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 total amount for all milestone payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Contract;
  - c. all the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives;
  - d. all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.
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.

#### **7.9.2 Task Authorization Payments – Progress Payment (Annex B, BASIS OF PAYMENT – Task Authorization)**

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](#);

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- 
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
    - c. the Task Authorization (TA) number;
    - d. the description of the milestone invoiced, as applicable.
  2. For TAs subject to a Limitation of Expenditure or a Ceiling Price, each invoice must be supported by:
    - a a list of all expenses, in accordance with the TA;
    - b a copy of time sheets to support the time claimed;
    - c a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
    - d a copy of the monthly progress report.
  3. 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.
  4. The Contractor must prepare and certify the claim on form PWGSC-TPSGC 1111, and forward it at the following address:  
[QueReclamation.QueClaim@tpsgc-pwgsc.gc.ca](mailto:QueReclamation.QueClaim@tpsgc-pwgsc.gc.ca)  
  
The Contracting Authority will then forward the claim to the Technical Authority for appropriate certification after inspection and acceptance of the Work takes place, and onward submission to the Payment Office for the remaining certification and payment.
  5. The Contractor must not submit claims until all work identified in the claim is completed.

## **7.10 Certifications and Additional Information**

### **7.10.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

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

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

### **7.10.3 Canadian Content Certification**

1. The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in clause [A3050T](#).
2. The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the

expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.

3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

#### **7.11 Applicable Laws**

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

#### **7.12 Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions [2040](#) (2022-05-12), General Conditions - Research & Development;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, COVID-19 vaccination requirement certification;
- (g) Annex E, Federal Contractors Program for Employment Equity – Certification;
- (h) Annex F, Contractor Disclosure of Foreground Information;
- (i) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*).

#### **7.13 Defence Contract**

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

#### **7.14 Foreign Nationals (Canadian Contractor)**

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

#### **7.15 Insurance**

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

#### **7.16 Progress Reports**

1. The Contractor must submit monthly reports, in electronic format, on the progress of the Work, to both the Technical Authority and the Contracting Authority.
2. The progress report must contain two parts:
  - (a) PART 1: The Contractor must answer the following three questions:
    - (i) Is the project on schedule?
    - (ii) Is the project within budget?

- 
- (iii) Is the project free of any areas of concern in which the assistance or guidance of Canada may be required?

Each negative response must be supported with an explanation.

- (b) PART 2: A narrative report, brief, yet sufficiently detailed to enable the Technical Authority to evaluate the progress of the Work, containing as a minimum:
- (i) A description of the progress of each task and of the Work as a whole during the period of the report. Sufficient sketches, diagrams, photographs, etc., must be included, if necessary, to describe the progress accomplished.
  - (ii) An explanation of any variation from the work plan.
  - (iii) A description of trips or conferences connected with the Contract during the period of the report.
  - (iv) A description of any major equipment purchased or constructed during the period of the report.

#### **7.17 Dispute Resolution**

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

#### **7.18 Canadian Forces Site Regulations**

The Contractor must comply with all standing orders or other regulations, instructions and directives in force on the site where the Work is performed.

#### **7.19 Identification Badge**

SACC Manual clause [A9065C](#) (2006-06-16), Identification Badge



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

### **1. TITLE**

Development of photon counting spectral detectors

### **2. CONTEXT**

Research and development for the Defence Canada (DRDC) requires the development of detectors having a large dynamic range and operates in photon counting mode for application in spectral LIDAR. The project is separated in two phases. The first phase is a feasibility study that includes the preliminary design of the detector (definition phase). The second phase is the development of the detector and will be performed through Task Authorization.

In the first phase (tasks 5.1 and 5.2), the contractor must identify the technology that is the most likely to fulfill the requirements related to the detector and the LIDAR system described below under table 1. Moreover, during phase 1 the contractor shall make the evaluation of the technology; the cost evaluation; the production of a schedule; the risk evaluation and the identification of solutions to mitigate the risks as well as a preliminary design of the components of the detector. This phase will enable the definition of the work for the second phase of the project.

In the Phase 2 (task 5.3), the contractor must perform the development; the fabrication and the tests of the detector according to the feasibility study results and the preliminary design presented in Phase 1

The preferred technology for this contract is based on SPAD (Single photon avalanche diode). Every elements of the array or sub-detectors shall be controllable individually whether by a an electronic circuit integrated on the array or by a superimposed integrated circuit (ROIC: ReadOut Integrated Circuit). However, a different technology capable to deliver all the requirements of the LIDAR system listed in table 1 is acceptable. In the present statement of work, the concept of sub-detector is used. An element of the SPAD array constitutes a sub-detector.

#### **2.1 Definition of terms**

Detector: Complete detection system including all sub-detectors and the control system for the sub-detectors with the exclusion of external system.

Sub-detector: The smallest element of the detection system; element of the detection array;

Sub-detector group: A set of sub-detectors sharing the similar illumination level for which the information could be agglomerated before transmission to the external system.

Spectral channel: Set of sub-detector group that share illumination having the same wavelength;

Spectro-temporal sampling interval: In a given spectral channel; the time interval required to perform signal sampling

External system: Device external to the detector that allows control of the detector and data transmission outside of the detector;

Range resolution: The spatial length corresponding to sampling intervals in the direction of LIDAR pulses;

Effective range: The range over which the LIDAR signal is sampled and exploited.

Number of channels: The number of spectral channels located in the exploited spectral range. It is assumed that the channels occupy spectral intervals of the same dimension;

Channel sensitivity: The square root of the average number of photons detected in a channel and by sample that are not induced by incident photons



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Maximum channel counts number : The average number of counts in a channel for a sample for which one incident photon out of 2 are counted in a sub-detector group;

Laser repetition rate: The frequency at which laser pulses are emitted;

Channel dynamic range: The power interval over which the sub-detector group can respond. It is the ratio of the maximum count number to the channel sensitivity for a channel and a sample.

Quantum efficiency: The probability that a photon incident on a detector triggers it.

Minimum wavelength: The shortest wavelength to which the detector will have 30% of its maximum spectral response

Spectral range: The width of the spectral band over which the detector has at least 30% of its maximum response;

Parasitic photon number by channel: The number of counts provided by the detector for a sample when it is operated and there is no real incident photons;

Sensitive area width: Transverse size of the detector. The height is not specified and requires the number of sub-detectors per channel.

Afterpulse rate: This quantity is related to SPAD technology. It corresponds to the maximum ratio of counts immediately after biasing the detector. Afterpulses are caused by electrons trapped in the depletion zone of the diode and that are not relaxed during quenching.

Inter-detector crosstalk rate: SPAD related quantity. It corresponds to the number of adjacent sub-detectors that are triggered following the detection of a photon in a neighbour detector.

<b>Table 1 : Requirements related to the detector and to the LIDAR system</b>			
<b>Parameter</b>	<b>Minimum value</b>	<b>Maximum value</b>	<b>Units</b>
Range resolution	1	10	Meter
Effective range	50	5000	Meter
Number of channels	32	-----	-----
Channel sensitivity	0.1	-----	MHz (photons)
Maximum channel counts number	-----	15000	MHz (photons)
Laser repetition rate	200	10000	Hz
Channel dynamic range	45	-----	dB
Quantum efficiency	20	95	%
Minimum wavelength	350	-----	nm
Spectral range	350	600	nm
Parasitic photon number by channel	-----	100	kHz
Sensitive area width	-----	40	mm
Afterpulse rate	-----	10%	%
Inter-detector crosstalk rate	-----	10%	%

## 2.2 Existing technology

Commercial detectors presently exist that are able to perform photon counting for applications in spectral LIDAR (<http://licel.com/SP32.html>). However, these detectors are not able to provide an adequate estimation of the light intensity when it becomes too high. This happens when the probability that a detector be triggered exceeds 0.1 during a time interval corresponding to the sampling capability of the detector. When the photon arrival probability exceeds 0.1, the signal begins to show non-linearity. In these detectors, because of the small number of data for each spectro-temporal sample, it is difficult to establish a linearization method for the signal. The impact of non-linearity is more important close to the detector.

### 2.3 Detection concept

Detectors operating in photon counting mode are susceptible to rapidly reach a signal level where there response becomes nonlinear. Signal linearization is important and requires for each sub-group of detectors the knowledge of the number of available detectors at the beginning of a sampling interval and the number of triggered detectors during the sampling interval. The linearization method is described below.

It is possible to linearize an intense signal if many detectors are used. To perform that during a spectro-temporal interval, the number of available detectors at the beginning of the sampling interval must be known (N) and the number of triggered detectors during the sampling interval (M). The linearization equation is based on a binomial distribution for the number of triggered detectors and on a Poisson distribution for the number of detectable photons (sees below).

According to the Poisson law, for a given sub detector, the probability that a given number of photons  $n$  be incident on the detector is given by:

$$P(n) = \frac{\exp(-\lambda)\lambda^n}{n!} \quad (1)$$

In that equation,  $\lambda$  is the photon arrival rate on a single sub-detector. Then, the probabilities that no photon be incident on the detector and that one or more photon be incident on the sub-detector are respectively:

$$P(0) = \exp(-\lambda); P(n > 0) = 1 - \exp(-\lambda) \quad (2)$$

If in a channel, there is N available detectors, and that these detectors can be triggered by photons in the same conditions, the number of triggered detectors is described by a binomial distribution with its mean being:

$$\mu_b = NP(n > 0) = N(1 - P(0)) \quad (3)$$

If it is assumed that the mean can represent the number of triggered detectors, we obtain:

$$M = N(1 - \exp(-\lambda)) \quad (4)$$

The estimation of the number of incident photons on the detector (E) becomes:

$$E = N\lambda = N \ln \left(1 - \frac{M}{N}\right) \quad (5)$$

According to equation 5, it is possible to obtain a linear signal after transformation under the following conditions:

1. The number of available sub-detectors available at the beginning of the spectro-temporal sampling interval must be known;
2. The sub-detectors that are members of a linearization group must be submitted to the same illumination level;
3. The number of sub-detectors member of the linearization group that have been triggered during the spectro-temporal sampling interval must be known;
4. It is assumed that when a sub-detector has been triggered during a sampling interval it will become available again after a minimum number of following sampling intervals.

On a system point of view, the groups of sub-detectors must be able for each spectro-temporal sampling interval to transmit the number of available detectors at the beginning of the sampling interval and the number of triggered detectors during the interval. That information could be placed in a buffer memory to be transmitted to an external control system after each laser pulse. The system may also be able to add the results from many laser pulses in cases for example where the laser pulse rate be too high or when it

is not possible to transmit all the information after a single laser pulse. Within a same spectral channel it is possible to have many groups of sub-detectors for which the information be transmitted individually.

## **2.4 Detector defects**

Depending on the selected technology the signal could display the following defects: Dark counts; inter-detector crosstalk and afterpulse. Dark counts are events due to spontaneous triggering of the sub-detectors. Interdetector crosstalk is the fact that a sub-detector be triggered following the triggering of a neighbour sub-detector. An afterpulse is the fact that a sub-detector be triggered following its reactivation after it has recovered from a previous event. It can be due to a too short quenching time. These parameters must be measurable in order to characterize the performance of the detector. If other defects associated with the selected technology are identified then, they must be measurable in order to evaluate the performances of the detector and to identify methods for mitigating there impacts on the resulting signal.

## **3. ACRONYMS**

RDDC Recherche et développement pour la défense Canada  
DRDC Defence research and development Canada  
HDL Hardware description language  
ROIC ReadOut Integrated Circuit »)  
LIDAR Light Detection And Ranging  
SPAD Single Photon Avalanche Diode

## **4. APPLICABLE DOCUMENTS AND REFERENCES**

None

## **5. TASKS**

### **5.1 Phase 1 – Feasibility study for a new photon counting detector**

The contractor shall evaluate the technologies proposed in his bid that present the best chances to fill the requirements related to the detector and to the LIDAR system described in table1. It is assumed here that the detector will be made of two superimposed circuits: A SPAD array and an ROIC, however a different technology can be proposed. In all cases, the contractor must provide at the end of the feasibility study the following information:

- a. Determine how the proposed technology can be able to fill the requirements described in table 1;
- b. Determine the interface required to connect the detector to an external system;
- c. Determine the development steps of the detector;
- d. Determine and structure for each development steps the required activities;
- e. Determine all the detectors development costs, break them down and determine cost contingencies;
- f. Determine a schedule integrating all the stages and their activities for the detector development project and determine the time contingencies for the project;
- g. Determine the testing procedures for the detector; required equipment and required design work and related activities;
- h. Evaluate the risks related to each step of the project;
- i. Develop mitigation solutions for the risks evaluated in h;
- j. Determine potential provider for the fabrication of the integrated circuits (Sub-detector array and ROIC or its equivalent). (the contractor shall not make any purchase arrangements at this point)

- k. Issue a recommendation on the basis of the information obtained in the previous points relating to the continuation of the work.

## **5.2 Phase 1 – Detector preliminary design**

The contractor shall design at high level the components of the detector: Sub-detector array; control circuit (ROIC) or its equivalent and the connection interface with an external system. The contractor shall detail the interface between each module and with the external system. Particularly, shall make the principle design of the sub-detector array: specify the fabrication mode of the sub-detectors and its connection mode with the readout (ROIC) circuit. Moreover, the contractor shall evaluate if microlenses must be added or not on the sub-detector array to increase its sensitivity.

## **5.3 Phase 2 – Development, fabrication and test of the detector (Description of Services through Task Authorization (AT))**

Work of Phase 2 to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

### **5.3.1 Design and fabrication of integrated circuits for photon detection and control**

The contractor will design integrated circuits for photon detection, for the management of the detections and for the communication with external systems such as computers; or interface circuit like FPGS A (Field programmable gate array); or microcontroller or DSP (Digital signal processor).

### **5.3.2 Management of fabrication or fabrication of integrated circuit**

The contractor will manage the fabrication or if he has the capabilities will himself fabricate the integrated circuits. This potentially includes the fabrication of individual circuit; the superposition of circuits and the packaging of circuits.

### **5.3.3 Fabrication and test of printed circuit board for photon detection**

The contractor will design, fabricate and assemble printed circuit boards using the integrated circuits designed and produced in generic tasks A and B. The contractor will also desing the tests and perform the tests on the fabricated circuits. The assembled printed circuit boards are the detectors.

### **5.3.4 Demonstration of detectors' operation**

The contractor will travel to the facilities of DRDC - Valcartier Research Center to demonstrate the operation of the fabricated detectors. He will have to assist DRDC in the preparation of the demonstration and ensure that the detectors can be connected to spectrometers designated by DRDC

## **6. DELIVERABLES**

The documentation (reports and technical summary) can be delivered in french or english.

### **6.1 Deliverables for task 5.1**

The contractor must deliver a report on PDF format on electronic support containing the requested information in task 5.1 from point a to point k included. All the computer codes and all HDL code on electronic support.

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The contractor must deliver a preliminary version of the report for verification by the technical authority. The technical authority will provide his comments for revision by the contractor after work 5 days of receiving the document. The final version must take into account these comments to the preliminary version.

## **6.2 Deliverables for task 5.2**

The contractor must deliver a report in PDF format on electronic support containing the modules specifications composing the future detector and the computer codes and the HDL codes that shall be developed under tasks 5.3.

The contractor must deliver a preliminary version of the report for verification by the technical authority. The technical authority will provide his comments for revision by the contractor after work 5 days of receiving the document. The final version must take into account these comments to the preliminary version.

## **6.3 Deliverables for task 5.3 (through Task Authorization)**

- 6.3.1 Report containing the description, plans, specifications, computer codes and HDL code (Hardware description language) and manufacturing files produced during the work
- 6.3.2 Management report on circuit manufacturing details at each 6 months interval
- 6.3.3 Report containing the description, plans, specifications and manufacturing files produced during the work as well as a minimum of 5 functional detectors
- 6.3.4 Report on the demonstration of the operation of the detectors.

## **7. DELIVERY DATE**

**Deliverable 6.1 :** A preliminary version of the report of task 5.1 for revision by the technical authority before March 15 2023 and the final report for March 31 2023.

**Deliverable 6.2 :** A preliminary version of the report of task 5.2 for revision by the technical authority before March 15 2023 and the final report for March 31 2023.

### **Deliverable 6.3:**

- 6.3.1 Summary of the work done during the last 6 months delivered to the technical authority at each second Friday of the month at each 6 months interval from the date at which the option has been authorized.
- 6.3.2 The reports and drawings shall be delivered to the technical authority for verification and comments on the 28th of February of the second year following the activation of the option.
- 6.3.3 The detectors are due for March 31 of the second year following the activation of the option.

## **8. WORKING LANGUAGE**

French or English.

## **9. WORK LOCATION**

The work must be realized on the contractor site.

Trials and tests could be performed on the location of DRDC – Valcartier research center with the presence of the contractor at the request of DRDC.

Defense research and development Canada – Valcartier research center  
Building 25  
2459, de la, Route de la Bravoure,

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Québec, Québec  
G3J 1X5  
Canada

## **10. TRAVEL**

For tasks 5.1 and 5.2 the contractor will not be required to travel.

For task 5.3, TA will specify the authorized travel and the estimated amount related to travel and living expenses.

All travel must be approved in advance by the technical authority.

## **11. MEETINGS**

Within 10 business days of contract award, a meeting will ideally be held by video conference or in person at either the DRDC site or the contractor's site. Subsequently during project tasks 5.1 and 5.2, videoconference meetings will be held every two weeks or more frequently if required by the contractor or the technical authority

If the optional Phase 2 is authorized, a kick-off meeting for task 5.3 will be held within 5 business days of the notice of modification to this effect. During the work of task 5.3, monthly meetings will be held by videoconference. At the request of the contractor or the technical manager, additional meetings may be added.

## **12. GOVERNMENT PROVIDED MATERIAL (GPM)**

None

## **13. GOVERNMENT PROVIDED EQUIPMENT (GPE)**

none

## **14. SPECIAL CONSIDERATIONS**

None

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## ANNEX "B" BASIS OF PAYMENT

### A BASIS OF PAYMENT - SCHEDULE OF MILESTONES

(Annex A, Sections 5.1 and 5.2)

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Delivrables	Firm amount
5.1 Feasibility study for a new photon counting detector	\$ _____
5.2 Detector preliminary design	\$ _____
<b>TOTALPHASE 1:</b> <b>(applicable taxes extra if applicable)</b>	\$ _____

### B BASIS OF PAYMENT – LIMITATION OF EXPENDITURE

(Annex A, section 5.3 Description of work through Task Authorization)

- 1 **LABOUR:** at firm hourly rates, inclusive of overhead and profit, GST/HST extra, FOB destination (for goods), in accordance with the following:

Resource Categories	From date of award to March 31st 2023	From April 1st 2023 to March 31st 2024	From April 1st 2024 to March 31st 2025	From April 1st 2025 to March 31st 2026	From April 1st 2026 to end of the period of the contract
Project Manager Name :	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr
Principal Specialist Name :	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr
Specialist Name :	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr
Technician Name :	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr

### 2 TRAVEL AND LIVING EXPENSES:

- a) Canada will not accept any travel and living expenses incurred by the Contractor in the performance of the Work, for:
- (i) services provided within the Québec City Region (including Defence Research and Development Canada, Valcartier Research Centre facility), and
  - (ii) any travel between the Contractor's place of business and the Québec City Region (including Defence Research and Development Canada, Valcartier Research Centre facility).

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- (b) For services to be provided outside the Québec City Region, the Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal and private vehicle allowances specified in Appendices B, C and D of the *National Joint Council Directive*, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
- (c) Canada will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation of personnel required to satisfy the terms of this Contract.
- (d) All travel must have prior authorization of the Technical Authority. All payments are subject to government audit.

**3 MATERIALS AND SUPPLIES:** at laid down cost\* without markup. :

\*Laid-down cost means: The cost incurred by a supplier to acquire a specific product or service for resale to the government. This includes the supplier's invoice price (less trade discounts), plus any applicable charges for incoming transportation, foreign exchange, customs duty and brokerage, but excludes the Goods and Services Tax and the Harmonized Sales Tax. (2010-01-11) **(laid-down cost)**

**4 EQUIPMENT:** at laid down cost\* without markup. :

\*Laid-down cost means: The cost incurred by a supplier to acquire a specific product or service for resale to the government. This includes the supplier's invoice price (less trade discounts), plus any applicable charges for incoming transportation, foreign exchange, customs duty and brokerage, but excludes the Goods and Services Tax and the Harmonized Sales Tax. (2010-01-11) **(laid-down cost)**

**LIMITATION OF EXPENDITURES (applicable taxes extra) : \$2,925,000.00**

**A) Total for Firm Part – PHASE 1 : \$** \_\_\_\_\_  
**(applicable taxes extra)**

**B) Total for LIMITATION OF EXPENDITURE (PHASE 2): \$2,925,000.00**  
**(applicable taxes extra)**

**TOTAL COST (A+B) : \$** \_\_\_\_\_  
**(applicables taxes extra)**



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### **ANNEX “C” SECURITY REQUIREMENTS CHECK LIST**

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

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## ANNEX «D» 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.

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## **ANNEX "E" FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION**

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

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

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

Complete both A and B.

A. Check only one of the following:

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

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

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

**OR**

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

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

**OR**

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

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## ANNEX «F» - CONTRACTOR DISCLOSURE OF FOREGROUND INFORMATION

Please refer to **Article 1 - Interpretation of 2040 General Conditions** for the definition of Foreground Information to determine what information must be disclosed.

The Contractor must provide the following information:

1. Contract No.:
2. What is the descriptive title of the FIP (Foreground Intellectual Property)?
3. Abbreviated description of the FIP and, if applicable, of the different systems and sub-systems.
4. What is or was the objective of the project?
5. Explain how the FIP meets the objective of the project (for example: the advantage of the new solution, what problem did the FIP resolve or what benefits did the FIP deliver).
6. Under which category (ies) would you best describe the FIP and why: Patents, Inventions, Trade Secrets, Copyright, Industrial Designs, Rights in Integrated Circuit Topography, Know-how, Other?
7. Describe the features or aspects of the FIP that are novel, useful and not obvious.
8. Has the FIP been tested or demonstrated? If yes, please summarize the results.
9. Has any publication or disclosure to others been made? If so, to whom, when, where and how?
10. Provide names and addresses of the inventors.
11. Provide an explicit and detailed description of the FIP developed during the contract (Refer to pertinent section of the technical report, if necessary).

Please specify name and position of person approving / authorizing this disclosure. This person is to sign and date the disclosure.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name Title

-----  
(Internal DRDC Valcartier)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name Title (Technical authority)

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### **ANNEX "G" ELECTRONIC PAYMENT INSTRUMENTS**

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

- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);

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## ANNEX «H» - LIST OF NAMES FOR INTEGRITY

### Requirements

Section 17 of the [Ineligibility and Suspension Policy](#) (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid or offer. The required list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

### Supplier information

<b>Supplier's legal name:</b>
<b>Organizational structure:</b> <input type="checkbox"/> Corporate entity <input type="checkbox"/> Privately owned corporation <input type="checkbox"/> Sole proprietor
<b>Supplier's address:</b>
<b>Supplier's procurement business number (optional):</b>
<b>Solicitation or transaction number:</b>
<b>Date of bid, offer submission or closing date of Invitation to Offer (yyyy-mm-dd):</b>

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**List of names**

Name	Title

**Declaration**

I, (name)\_\_\_\_\_, (position)\_\_\_\_\_, of (supplier's name)\_\_\_\_\_ declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that failing to provide the list of names will render a bid or offer non-responsive, or I will be otherwise disqualified for award of a contract or real property agreement. I am aware that during the bid or offer evaluation stage, I must, within 10 working days, inform the contracting authority in writing of any changes affecting the list of names submitted. I am also aware that after contract award I must inform the Registrar of Ineligibility and Suspension within 10 working days of any changes to the list of names submitted.

---

Signature

Please include with your bid or offer.

---

## ANNEX «I» - FORMER PUBLIC SERVANT

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

### Definitions

For the purposes of this clause,

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

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

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

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

### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes ( )

No ( )

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

- a. name of former public servant;
2. 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



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the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

**Yes** ( )

**No** ( )

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. 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.

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### **ANNEX «J» TPSGC 1111 FORM**

The PWGSC 1111 appended to this document is to be inserted at this point and forms part of this document.

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#### **ANNEX «K» DND 626 TASK AUTHORIZATION FORM**

The DND 626, *Task Authorization Form*, which is enclosed, is to be inserted at this point and forms part of this document.



SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction	
MDN		RDDC - Centre de recherches de Valcartier	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail DÉVELOPPEMENT DE DÉTECTEURS SPECTRAUX EN COMPTAGE DE PHOTONS			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui	
6. c) Is this a commercial courier or delivery requirement with <b>no</b> overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale <b>sans</b> entreposage de nuit?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input type="checkbox"/>		NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>			
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>		All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à : <input type="checkbox"/>		Restricted to: / Limité à : <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays :		Specify country(ies): / Préciser le(s) pays :	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>		NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input type="checkbox"/>		NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>		NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>		NATO SECRET NATO SECRET <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>		COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>			
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>			
		PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
		PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
		PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
		CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
		SECRET SECRET <input type="checkbox"/>	
		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	



**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non Oui  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes  
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET- SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:

Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☐ No ☒ Yes  
Non Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté? ☒ No ☐ Yes  
On DND premises, unscreened pers. may only access public/reception zones  
Non Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes  
Non Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes  
Non Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes  
Non Oui



**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
											CONFIDENTIEL	TRÈS SECRET	NATO DIFFUSION RESTREINTE			
Information / Assets Renseignements / Biens Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non

☐ Yes  
Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".**

**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.**

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non

☐ Yes  
Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).**

**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**



## Claim for Progress Payment Demande de paiement progressif

If necessary, use form PWGSC-TPSGC 1112 to record detail costs

Si nécessaire, utiliser le formulaire PWGSC-TPSGC 1112 pour inscrire les coûts détaillés

Contractor's Name and Address Nom et adresse de l'entrepreneur	Claim No. N° de la demande	Date YYYY-MM-DD / AAAA-MM-JJ	Contract Price - Prix contractuel
	File No. - N° du dossier		Contract Serial No. N° de série du contrat
Contractor's Procurement Business Number (PBN) Numéro d'entreprise-approvisionnement (NEA) de l'entrepreneur		Financial Code(s) - Code(s) financier(s)	
Contractor's Report of Work Progress (if needed, use additional sheets) Compte rendu de l'avancement des travaux par l'entrepreneur (si nécessaire, utiliser des feuilles supplémentaires)			

Period of work covered by the claim Période des travaux visée par la demande ▶	Current Claim Demande courante		Previous Claims Demandes précédentes		Total to Date Total à date (A + B)
	(A)	Tax Rate Taux de taxe	(B)	Tax Rate Taux de taxe	
<b>Description:</b> (Expenditures must be claimed in accordance with the basis and/or method of payment of the contract) <b>Description :</b> (Les dépenses doivent être réclamées conformément à la base de paiement et (ou) à la méthode de paiement du contrat).		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
Contractor's GST No. N° de TPS de l'entrepreneur	Subtotal Sous-total				
Contractor's QST No. No. de TVQ de l'entrepreneur	Applicable taxes Taxes applicables				
Total					
Less holdbacks on expenditures only (Applicable taxes excluded) Moins les retenues sur les dépenses uniquement (Taxes applicables en sus)					
Total Amount of Claim (including applicable taxes) Montant total de la demande (incluant les taxes applicables)					
Percentage of the work completed Pourcentage des travaux achevés	%	Current Claim Demande courante ▶	Amount due Montant dû		

Claim No.  
N° de la demande

Contract Serial No.  
N° de série du contrat

## CERTIFICATE OF CONTRACTOR

### I certify that:

- All authorizations required under the contract have been obtained. The claim is consistent with the progress of the work and is in accordance with the contract.
- Indirect costs have been paid for or accrued in the accounts.
- Direct materials and the subcontracted work have been received, accepted and either paid for or accrued in the accounts following receipt of invoice from supplier/subcontractor, and have been or will be used exclusively for the purpose of the contract.
- All direct labour costs have been paid for or accrued in the accounts and all such costs were incurred exclusively for the purpose of the contract;
- All other direct costs have been paid for or accrued in the accounts following receipt of applicable invoice or expense voucher and all such costs were incurred exclusively for the purpose of the contract; and
- No liens, encumbrances, charges or other claims exist against the work except those which may arise by operation of law such as a lien in the nature of an unpaid contractor's lien and in respect of which a progress payment and/or advance payment has been or will be made by Canada.

Contractor's Signature - Signature de l'entrepreneur

Check the box if the claim is being made with respect to advance payment provisions included in the basis of payment of the contract.

☐

This claim, or a portion of this claim, is for an advance payment.

### I certify that:

- The funds received will be used solely for the purpose of the contract and attached is a complete description of the purpose to which the advance payment will be applied.
- The amount of the payment is established in accordance with the conditions of the contract.
- The contractor is not in default of its obligations under the contract.
- The payment is related to an identifiable part of the contractual work.

Contractor's Signature - Signature de l'entrepreneur

## CERTIFICATES OF DEPARTMENTAL REPRESENTATIVES

**Scientific/Project/Inspection Authority:** I certify that the work meets the quality standards required under the contract, and its progress is in accordance with the conditions of the contract.

**Inspection Authority (all other contracts):** I certify that the quality of the work performed is in accordance with the standards required under the contract.

Signature of Scientific / Project / Inspection Authority  
Signature de l'autorité scientifique ou responsable du projet / de l'inspection

**PWGSC Contracting Authority:** I certify that, to the best of my knowledge, the claim is consistent with the progress of the work and is in accordance with the contract. This claim, however, may be subject to further verification and any necessary adjustment before final settlement.

Contracting Authority Signature de l'autorité contractante

**Client's Authorized Signing Officer - (must sign the interim claim):** I certify that the claim is in accordance with the contract.

Client Signature du client

**Client's Authorized Signing Officer - (must sign the final claim):** I certify that all goods have been received and all services have been rendered, that the work has been properly performed and that the claim is in accordance with the contract.

Client Signature du client

## ATTESTATION DE L'ENTREPRENEUR

### J'atteste que :

- Toutes les autorisations exigées en vertu du contrat ont été obtenues. La demande correspond à l'avancement des travaux et est conforme au contrat.
- Les coûts indirects ont été réglés ou portés aux livres.
- Les matières directes et les travaux de sous-traitance ont été reçus, et le tout a été accepté et payé, ou encore porté aux livres après réception de factures envoyées par le fournisseur ou le sous-traitant; ces matières et ces travaux ont été ou seront utilisés exclusivement aux fins du contrat.
- Tous les coûts de la main-d'œuvre directe ont été réglés ou portés aux livres et tous ces coûts ont été engagés exclusivement aux fins du contrat.
- Tous les autres coûts indirects ont été réglés ou portés aux livres après réception des factures ou pièces justificatives pertinentes et tous ces coûts ont été engagés exclusivement aux fins du contrat.
- Il n'existe aucun privilège ni demande ou imputation à l'égard de ces travaux sauf ceux qui pourraient survenir par effet de la loi, notamment le privilège d'un entrepreneur non payé à l'égard duquel un paiement progressif et/ou un paiement anticipé a été ou sera effectué par le Canada.

Title - Titre

Date (YYYY-MM-DD / AAAA-MM-JJ)

Cocher la case si la demande est faite en rapport avec les dispositions relatives aux paiements anticipés qui se trouvent dans la base de paiement du contrat.

Cette demande, ou une partie de cette demande, est pour un paiement anticipé.

### J'atteste que :

- Les fonds reçus ne serviront uniquement qu'aux fins du contrat; ci-joint est une description complète des fins auxquelles le paiement anticipé sera utilisé.
- Le montant du paiement est établi conformément aux conditions du contrat.
- L'entrepreneur n'a pas manqué à ses obligations en vertu du contrat.
- Le paiement porte sur une partie identifiable des travaux précisés dans le contrat.

Title - Titre

Date (YYYY-MM-DD / AAAA-MM-JJ)

## ATTESTATIONS DES REPRÉSENTANTS DU MINISTÈRE

**Autorité scientifique ou responsable du projet / de l'inspection :** J'atteste que les travaux sont conformes aux normes de qualité exigées en vertu du contrat et que leur avancement est conforme aux conditions du contrat.

**Responsable de l'inspection (tous les autres contrats) :** J'atteste que la qualité des travaux exécutés est conforme aux normes exigées en vertu du contrat.

Date (YYYY-MM-DD / AAAA-MM-JJ)

**Autorité contractante de TPSGC :** J'atteste, au meilleur de ma connaissance, que la demande correspond à l'avancement des travaux et est conforme au contrat. Toutefois, cette demande pourrait faire l'objet d'une autre vérification et de tout rajustement nécessaire avant le règlement final.

Title - Titre

Date (YYYY-MM-DD / AAAA-MM-JJ)

**Signataire autorisé du client - (doit signer la demande provisoire) :** J'atteste que la demande est conforme au contrat.

Title - Titre

Date (YYYY-MM-DD / AAAA-MM-JJ)

**Signataire autorisé du client - (doit signer la demande finale) :** J'atteste que tous les biens ont été reçus, que tous les services ont été rendus, que tous les travaux ont été exécutés convenablement, et que la demande est conforme au contrat.

Title - Titre

Date (YYYY-MM-DD / AAAA-MM-JJ)



## TASK AUTHORIZATION AUTORISATION DES TÂCHES

All invoices/progress claims must show the reference Contract and Task numbers. Toutes les factures doivent indiquer les numéros du contrat et de la tâche.		Contract no. — N° du contrat
		Task no. — N° de la tâche
Amendment no. — N° de la modification	Increase/Decrease — Augmentation/Réduction	Previous value — Valeur précédente
To — À   Delivery location — Expédiez à	<div> <b>TO THE CONTRACTOR</b>  <p>You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall be supplied against this task.</p> <p>Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract.</p> </div> <div> <b>À L'ENTREPRENEUR</b>  <p>Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande.</p> <p>Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.</p> </div>	
Delivery/Completion date — Date de livraison/d'achèvement	Date _____ for the Department of National Defence / pour le ministère de la Défense nationale	
Contract item no. N° d'article du contrat	Services	Cost Prix
	<b>GST/HS T</b>	
	<b>Total</b>	
<p><b>APPLICABLE ONLY TO PWGSC CONTRACTS:</b> The Contract Authority signature is required when the total of the DND 626 exceeds the threshold value specified in the contract.</p> <p><b>NE S'APPLIQUE QU'AUX CONTRATS DE TPSGC :</b> La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est la supérieure au seuil précisé dans le contrat.</p>		
_____ for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux		

## Instructions for completing DND 626 - Task Authorization

### Contract no.

Enter the PWGSC contract number in full.

### Task no.

Enter the sequential Task number.

### Amendment no.

Enter the amendment number when the original Task is amended to change the scope or the value.

### Increase/Decrease

Enter the increase or decrease total dollar amount including taxes.

### Previous value

Enter the previous total dollar amount including taxes.

### To

Name of the contractor.

### Delivery location

Location where the work will be completed, if other than the contractor's location.

### Delivery/Completion date

Completion date for the task.

### for the Department of National Defence

Signature of the DND person who has delegated **Authority** for signing DND 626 (level of authority based on the dollar value of the task and the equivalent signing authority in the PAM 1.4). **Note:** the person signing in this block ensures that the work is within the scope of the contract, that sufficient funds remain in the contract to cover this task and that the task is affordable within the Project/Unit budget.

### Services

Define the requirement briefly (attach the SOW) and identify the cost of the task using the contractor's quote on the level of effort. The Task must use the basis of payment stipulated in the contract. If there are several basis of payment then list here the one(s) that will apply to the task quote (e.g. milestone payments; per diem rates/labour category hourly rates; travel and living rates; firm price/ceiling price, etc.). All the terms and conditions of the contract apply to this Task Authorization and cannot be ignored or amended for this task. Therefore it is not necessary to restate these general contract terms and conditions on the DND 626 Task form.

### Cost

The cost of the Task broken out into the individual costed items in **Services**.

### GST/HST

The GST/HST cost as appropriate.

### Total

The total cost of the task. The contractor may not exceed this amount without the approval of DND indicated on an amended DND 626. The amendment value may not exceed 50% (or the percentage for amendments established in the contract) of the original value of the task authorization. The total cost of a DND 626, including all amendments, may not exceed the funding limit identified in the contract.

### Applicable only to PWGSC contracts

This block only applies to those Task Authorization contracts awarded by PWGSC. The contract will include a specified threshold for DND sole approval of the DND 626 and a percentage for DND to approve amendments to the original DND 626. Tasks that will exceed these thresholds must be passed to the PWGSC Contracting Authority for review and signature prior to authorizing the contractor to begin work.

### Note:

Work on the task may not commence prior to the date this form is signed by the DA Authority - for tasks within the DND threshold; and by both DND and PWGSC for those tasks over the DND threshold.

## Instructions pour compléter le formulaire DND 626 - Autorisation des tâches

### N° du contrat

Inscrivez le numéro du contrat de TPSGC en entier.

### N° de la tâche

Inscrivez le numéro de tâche séquentiel.

### N° de la modification

Inscrivez le numéro de modification lorsque la tâche originale est modifiée pour en changer la portée.

### Augmentation/Réduction

Inscrivez le montant total de l'augmentation ou de la diminution, y compris les taxes.

### Valeur précédente

Inscrivez le montant total précédent, y compris les taxes.

### À

Nom de l'entrepreneur.

### Expédiez à

Endroit où le travail sera effectué, si celui-ci diffère du lieu d'affaires de l'entrepreneur.

### Date de livraison/d'achèvement

Date d'achèvement de la tâche.

### pour le ministère de la Défense nationale

Signature du représentant du MDN auquel on a délégué le **pouvoir d'approbation** en ce qui a trait à la signature du formulaire DND 626 (niveau d'autorité basé sur la valeur de la tâche et le signataire autorisé équivalent mentionné dans le MAA 1.4). **Nota :** la personne qui signe cette attache de signature confirme que les travaux respectent la portée du contrat, que suffisamment de fonds sont prévus au contrat pour couvrir cette tâche et que le budget alloué à l'unité ou pour le projet le permet.

### Services

Définissez brièvement le besoin (joignez l'ET) et établissez le coût de la tâche à l'aide de la soumission de l'entrepreneur selon le niveau de difficulté de celle-ci. Les modalités de paiement stipulées dans le contrat s'appliquent à la tâche. Si plusieurs d'entre elles sont prévues, énumérez ici celle/celles qui s'appliqueront à la soumission pour la tâche à accomplir (p.ex. acompte fondé sur les étapes franchies; taux quotidien ou taux horaire établi selon la catégorie de main-d'œuvre; frais de déplacement et de séjour; prix fixe ou prix plafond; etc.). Toutes les modalités du contrat s'appliquent à cette autorisation de tâche et ne peuvent être négligées ou modifiées quant à la tâche en question. Il n'est donc pas nécessaire de répéter ces modalités générales afférentes au contrat sur le formulaire DND 626.

### Prix

Mentionnez le coût de la tâche en le répartissant selon les frais afférents à chaque item mentionné dans la rubrique **Services**.

### TPS/TVH

Mentionnez le montant de la TPS/TVH, s'il y a lieu.

### Total

Mentionnez le coût total de la tâche. L'entrepreneur ne peut dépasser ce montant sans l'approbation du MDN, formulaire DND 626 modifié à l'appui. Le coût de la modification ne peut pas être supérieur à 50 p. 100 du montant initial prévu dans l'autorisation de tâche (ou au pourcentage prévu dans le contrat pour les modifications). Le coût total spécifié dans le formulaire DND 626, y compris toutes les modifications, ne peut dépasser le plafond de financement mentionné dans le contrat.

### Ne s'applique qu'aux contrats de TPSGC

Le présent paragraphe s'applique uniquement aux autorisations de tâche accordées par TPSGC. On inscrira dans le formulaire DND 626 un plafond précis qui ne pourra être approuvé que par le MDN et un pourcentage selon lequel le MDN pourra approuver des modifications au formulaire DND 626 original. Les tâches dont le coût dépasse ces plafonds doivent être soumises à l'autorité contractante de TPSGC pour examen et signature avant qu'on autorise l'entrepreneur à débiter les travaux.

### Nota :

Les travaux ne peuvent commencer avant la date de signature de ce formulaire par le responsable du MDN, pour les tâches dont le coût est inférieur au plafond établi par le MDN, et par le MDN et TPSGC pour les tâches dont le coût dépasse le plafond établi par le MDN.