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THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the insurance requirements, the DND 626 Task Authorization Form, the Loan Agreement, the Infrastructure Licensing Agreements and any other annexes.

This solicitation contains mandatory requirements. All elements of this solicitation that are mandatory requirements are identified with the words "shall", "must" or "mandatory". An entire section of this solicitation may be designated as mandatory.

Bids must comply with each and every mandatory requirement. Whether or not expressly stated for each mandatory requirement in this solicitation, if a bid does not comply with a mandatory requirement, the bid will be considered non-responsive and will receive no further consideration.

1.2 Summary

- 1.2.1** The Department of National Defence (DND) has a requirement for an In-Service Support (ISS) contract which includes warehouse operations, site management, Weapon Effects Simulation (WES) equipment level one maintenance, kitting and de-kitting of soldiers and vehicles, soldier briefs and exercise operations support at the four Canadian Forces Bases across Canada.

PWGSC intends to put in place a six (6) year contract, with eight (8) additional one (1) year option periods, for the WES Interim ISS - Service Support Contractor (SSC) requirement.

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- 1.2.2** 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 E titled Federal Contractors Program for Employment Equity - Certification.
- 1.2.3** This procurement is not subject to national security exceptions.
- 1.2.4** This requirement is classified as Federal Supply Classification JX6910B (Training Aids – Operation & Maintenance) which is subject to the Canadian Free Trade Agreement (CFTA); Canada - European Union Comprehensive Economic and Trade Agreement (CETA); World Trade Organization Agreement on Government Procurement (WTO-AGP); Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP) and the Canada - Korea Free Trade Agreement (CKFTA).
- 1.2.5** 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, the Bidder should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of PWGSC (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- 1.2.6** This bid solicitation is to establish a contract with task authorizations for the delivery of the requirement detailed in the bid solicitation to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador shall be treated as a separate procurement, outside the resulting contract.
- 1.2.7** This procurement is subject to the Controlled Goods Program. The [Defence Production Act](#) provides a list of controlled goods.
- 1.2.8** There is an optional site visit associated with this requirement. Consult Part 2 – Bidder Instructions.
- 1.2.9** This bid solicitation allows bidders to use the Canada Post Corporation (CPC) Connect service provided by CPC to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.
- 1.2.10** This document provides details on the Crown's requirements for Indigenous Benefits. The Bidder must refer to Part 2 – Bidder Instructions, Part 3 – Bid Preparation Instructions and Part 7 – Resulting Contract Clauses for further information.
- 1.2.11** The Bidder should meet the environmentally preferable packaging specifications as indicated in the Statement of Work (SOW).

1.3 Debriefings

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

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1.4 Phased Bid Compliance Process

The Phased Bid Compliance Process (PBCP) applies to this requirement.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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 (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days
Insert: 360 days

- b) Insert:

Technical Difficulties of Bid Transmission

This section applies despite anything to the contrary in this solicitation or the Standard Instructions.

Where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- (i) The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR
- (ii) The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

Completeness of the Bid

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

1. That certifications and securities required at bid closing are included.
2. That bids are properly signed, that the bidder is properly identified.
3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.
4. That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
5. All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

For any questions, please contact PA Politiques / AP Policy (TPSGC/PWGSC)
TPSGC.PAPolitiques-APPolicy.PWGSC@tpsgc-pwgsc.gc.ca.

2.2 Submission of Bids

Bids must be submitted only to PWGSC Bid Receiving Unit, by CPC Connect service, by the date, time and place indicated in the bid solicitation.

Note: For bidders choosing to submit using CPC Connect service for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.pareceptiondessomissions-apbidreceiving.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 an epost Connect conversation is sent to the email address above at least six days before the solicitation closing date.

In case of incompatibility or inability to transmit by CPC Connect service, transmission by facsimile to the Bid Receiving Unit, as identified on the front page of this solicitation, in addition to CPC Connect service is permitted.

2.3 Former Public Servant

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

Definitions

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

- a. an individual;
- b. an individual who has incorporated;

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- 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;

- 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 no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the 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 10 calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site.

Arrangements have been made for the site visit to be held at _____ (insert address) on _____ (insert date). The site visit will begin at _____ (insert time [for e.g. 14:00 EST or EDT]), in _____ (insert location/room number).

Bidders are requested to communicate with the Contracting Authority no later than _____ (insert date and time) to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

2.8 Data to be Provided to the Contractor as Government Furnished Information (GFI)

The Annex A – Statement of Work, Appendix 6 - Data to be Provided to the Contractor as Government Furnished Information (GFI) is not included in the downloadable Request for Proposal (RFP) package on the buyandsell website. During the solicitation period, DND publications that are referenced in the RFP and are not commercially available can be issued to Bidders under separate cover upon request from the Bidder.

Step 1: Bidders must obtain from its employee(s) and subcontractor(s) the completed and signed Non-Disclosure Agreement found at Annex I, and provide it to the Contracting Authority before receiving an electronic copy of the Annex A – Statement of Work, Appendix 6 - Data to be provided to the Contractor as Government Furnished Information (GFI).

Step 2: This information requires access to Controlled Goods that are subject to the *Defence Production Act*, R.S. 1985, c. D-1. Within Canada, only persons who are registered exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Bidders must provide the Contracting Authority with proof of compliance with the Controlled Goods Program prior to receiving the Annex A – Statement of Work, Appendix 6 - Data to be provided to the Contractor as Government Furnished Information (GFI). The Contracting Authority will verify the Controlled Goods compliance prior to releasing the supporting documentation.

Details on how to register under the CGP are provided at the following link:

[Register in the Controlled Goods Program – Register to examine, possess or transfer controlled goods – Controlled goods: Examining, possessing or transferring – Canada.ca \(tpsgc-pwgsc.gc.ca\).](#)

Step 3: It is imperative that the Bidder's request for Annex A – Statement of Work, Appendix 6 - Data to be Provided to the Contractor as Government Furnished Information (GFI) be made as soon as possible to ensure timely receipt of the associated publications. Bidders are required to submit their request to the Contracting Authority.

Step 4: The Supporting documentation will be issued electronically through epost Connect.

2.9 Bid Challenge and Recourse Mechanisms

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- (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.

2.10 Indigenous Benefits Plan

The Government of Canada is committed to reconciliation and meaningful engagement with Indigenous Businesses Peoples. Bidders are required to include a plan for meaningful employment, sub-contracting, training, skills development/apprenticeship opportunities for Indigenous Businesses and Peoples throughout the duration of the Contract.

Meaningful engagement with Indigenous peoples across Canada is a priority of the Federal government and our Departments. Public Works and Government Service Canada has worked successfully in the past to leverage training opportunities, employment, sub-contracting and capacity building for Indigenous Businesses and Peoples and is pleased to continue working collaboratively with Indigenous communities and stakeholders on Federal projects. In particular, the Contractor is expected to:

- Assist in the development of Indigenous workers and businesses that will contribute to the economic development of Indigenous communities.
- Help stimulate Indigenous employment and business development.
- Provide opportunity for Indigenous businesses through sub-contracting and/or joint ventures with the general business community when bidding on tenders.
- Build Indigenous capacity by providing on the job training, skills development/apprenticeship and mentorship.

The Bidder must provide as part of their proposal, a draft Indigenous Participation Plan as detailed in Annex L.

2.11 Environmentally Preferable Packaging

The Bidder should meet the environmentally preferable packaging specifications for this procurement as indicated in the Statement of Work (SOW).

In accordance with the Policy on Green Procurement and the Government of Canada actions on plastic waste in federal operations, the Government of Canada is committed to supporting the procurement of environmentally preferable plastic products and the reduction of associated plastic packaging waste to protect the environment by integrating environmentally preferable packaging specifications.

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All packaging material related to this requirement, except for excluded material and specialized packaging as defined below, must be reusable, returnable, or recyclable in accordance with the definitions set forth in the Supply Manual Glossary.

Excluded material

Environmentally preferable material alternatives in packaging tape are not widely available. As a result, packaging tape is considered to be excluded from the environmentally preferable packaging specifications until the market has progressed and studies become available to determine otherwise.

Specialized packaging

Packaging can be considered "specialized" if the intended use of the packaging requires technical performance specifications with no environmentally preferable alternatives. For example, when transporting hazardous materials, if there is a need for a specific density of materials, or if they must be temperature controlled.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, 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: Indigenous Participation Plan
Section III: Financial Bid
Section IV: Certifications

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (three hard copies) and two soft copies on USB keys

Section II: Indigenous Participation Plan (three hard copies) and two soft copies on USB keys

Section III: Financial Bid (three hard copies) and two soft copies on USB keys

Section IV: Certifications (three hard copies) and two soft copies on USB keys

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording

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

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

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

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

In order to assist Canada in meeting the objectives of the [Policy on Green Procurement](#), when feasible bidders should prepare and submit their bid as follows:

- 1) Include all environmental certification(s) relevant to your organization (such as ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all third party environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (such as Canadian Standards Association (CSA Group), Underwriters Laboratories (ULSolutions); Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3) Unless otherwise noted, bidders are encouraged to submit bids electronically. If hard copies are required, bidders should:

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- a. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably managed forest and containing minimum 30% recycled content; and
 - b. use an environmentally preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of Cerlox, duo tangs, spiral binding or binders, and must not contain any single-use plastics.

Canada is committed to achieving [net zero greenhouse gas \(GHG\) emissions by 2050](#) in an effort to position Canada for success in a green economy and to mitigate climate change impacts. As a result, future solicitations may include the following:

- there may be evaluation criteria or other instructions in the solicitation or contract documents related to measuring and disclosing your company's GHG emissions;
- you may be requested or required to join one of the following initiatives to submit a bid, offer or arrangement or if you are awarded the contract:
 - Canada's Net-Zero Challenge;
 - the United Nations Race to Zero;
 - the Science-based Targets Initiative;
 - the Carbon Disclosure Project;
 - the International Organization for Standardization;
- you may be required to provide other evidence of your company's commitment and actions toward meeting net zero targets by 2050.

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

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability 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 using 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.

In their technical bid, Bidders must describe their capability, experience, and project management team as well as provide client contact information.

Section II: Indigenous Participation Plan

As part of their Indigenous Participation Plan, Bidders must explain and demonstrate how they propose to incorporate Indigenous Participation in carrying out the Work.

Section III: Financial Bid

Bidders must submit their financial bid in accordance with the Appendix B – Financial Evaluation Tables, attached as separate excel spreadsheets.

3.1.1 Electronic Payment of Invoices – Bid

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

If Annex D - 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

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

Section IV: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids. PWGSC has engaged "Samson" as fairness monitor for this procurement. The fairness monitor will not be part of the evaluation team, but will, among other things, observe the evaluation of the bids with respect to Canada's adherence to the evaluation process described in this bid solicitation.
- (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) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2023-06-08) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (d) 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 PWGSC.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.

- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

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

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meet any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical and management criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical and management 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.
- (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.

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- (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) 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.
- (h) 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

Mandatory technical evaluation criteria are included in Appendix A - Mandatory Technical Evaluation Criteria.

The PBCP will apply to all mandatory technical criteria.

The Bidder must complete the compliance matrix in Appendix A in full and provide the following:

Compliance Demonstration Method

“D” - The Bidder must provide details as to how the work will be undertaken, or how the stated requirement will be met;

“W” – The Bidder must include the requested information with the bid.

Compliant (Yes/No)

Yes: Indicates full compliance or acceptance of this clause or terms and conditions in all respects.

No: The Bidder is to specifically indicate all areas with which it shall not comply.

Proposal Reference

The Bidder must confirm compliance to mandatory requirements and indicate down to the lowest level (e.g. paragraph number and sub paragraph number) of the supporting documentation where the compliance can be clearly identified and proven to the satisfaction of the evaluation team.

To demonstrate experience, the Bidder must include the following information; customer organisation, customer reference (including point of contact information), contract location, type of

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service provided, resources dedicated to the contract, start and end dates of the provision of service.

Appendix A - Mandatory Technical Evaluation Criteria

Ser #	SOW Reference	Requirement Description	Compliance Demonstration Method (D,W)	Compliance Verification	Compliant (Yes/No)	Proposal Reference
ORGANIZATION						
1	N/A	Bidder's corporate structure	W	The Bidder must provide their Corporate Structure that will support this Contract including identifying existing staff and-departments that perform procurement, invoicing, contracts, sub-contracting, shipping and payments.		
2		Bidder's corporate experience	W	The Bidder must demonstrate that they have 3 years in the past 5 years' experience contracting with a government organisation.		
3	3.2, 3.3 5.1, 5.3 5.4, 5.5, 5.6	Bidder's Staffing Plan	D	The Bidder must include a Staffing Plan that incorporates the following as a minimum: <ul style="list-style-type: none"> • An organization chart with full time manning levels, and individual job descriptions, to support the Core requirements of this Contract. • Approach to recruitment activities that will be completed in order to: <ul style="list-style-type: none"> ○ Recruit the initial resources required at each site; ○ Meet temporary hires required for large scale or extended exercises; and ○ Replace resources. 		
4	3.2, 3.3 5.1, 5.3 5.4, 5.5, 5.6	Bidder's Staffing Plan	D	The Bidder must include a plan showing how their proposed organization chart will be able to support both static and deployed training events at the same time.		

Ser #	SOW Reference	Requirement Description	Compliance Demonstration Method (D,W)	Compliance Verification	Compliant (Yes/No)	Proposal Reference
5	3.2.2	The Bidder must identify individuals to fulfill WES SSC PM & WES SSC OpsM	W	The Bidder must provide the Resume of perspective employees for the following two roles: <ul style="list-style-type: none"> WES SSC PM – showing 3 years’ experience in the last 7 years as a project manager working on government contracts. WES SSC OpsM – showing 3 years’ experience in the last 7 years of providing military stakeholder engagement and customer liaison. 		
CORE AND TASKINGS WORK MANAGEMENT						
6	1.5	Differentiate between ‘Core’ and ‘Tasking’ activities	D	The Bidder must demonstrate a clear understanding of what is ‘Core Work’ and how their proposed staffing will achieve that work under this Statement of Work.		
CANADA INTERFACE						
7	3.1.1	Working with stakeholders	D	The Bidder must describe how the WES SSC PM, WES SSC OpsM, and WES SSC OSR Det Comd intend to work with the stakeholders detailed in Annex A SOW para 3.1.1.		
OEM CONTRACTOR INTERFACE						
8	N/A	Working with other companies to deliver a service	W	The Bidder must demonstrate that they have 3 years within the past 5 years’ experience partnering and coordinating with another company to deliver a service to a single client.		
9	1.4.1	Working with OEM	D	The Bidder must detail the steps they will take to work symbiotically with the OEM Contractor to meet Canada’s requirement to support WES.		
OPERATIONAL SUPPORT MANAGEMENT						

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Ser #	SOW Reference	Requirement Description	Compliance Demonstration Method (D,W)	Compliance Verification	Compliant (Yes/No)	Proposal Reference
10	N/A	Maintenance Operations	W	The Bidder must demonstrate that they have 3 years' experience in the past 5 years' in the management and operation of maintenance.		
11	5.6.1 5.6.2	Maintenance Operations	D	The Bidder must describe the management and processes they will use to ensure that the Maintenance Support requirements of the Contract are satisfied. To include as a minimum: <ul style="list-style-type: none"> • Logistic Management Software • Inspection and preventative maintenance • Restorative maintenance • Third party inspections, maintenance and repairs to non-OEM equipment. 		
SUPPLY AND LOGISTICS						
12	N/A	Warehouse Operations	W	The Bidder must demonstrate that they have 3 years' experience in the past 5 years in the management and operation of a warehouse.		
13	5.6.1 5.6.2 5.6.3	Inventory control and tracking experience – electronic resource tracking system	W	The Bidder must demonstrate that they have 3 years' experience in the past 5 years conducting inventory control and using an electronic management system.		
TRAINING SUPPORT						
14	N/A	Training experience	W	The Bidder must demonstrate that they have 3 years' experience in the past 5 years developing and providing technical training to their own staff and to large groups of clients.		

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Ser #	SOW Reference	Requirement Description	Compliance Demonstration Method (D,W)	Compliance Verification	Compliant (Yes/No)	Proposal Reference
15	1.5.1 4.1	Transition-in Plan	D	The Bidder must explain their plan to Transition-In their employees to fulfil the roles and tasks required by the SOW		
16	1.4.3, 3.6 4.1.1.3 4.1.1.4 5.5.2, 5.5.4 5.5.8 5.5.10.6	Provision of Training on the WES System	D	The Bidder must describe the management arrangements and processes to be used by the Bidder to ensure that the training support requirements of the Contract are satisfied, including: <ul style="list-style-type: none"> • WES User training • Maintenance of the training packages • Provision of training resources 		

4.1.3 Financial Evaluation

4.1.3.1 Mandatory Financial Criteria Evaluation of Price - Bid

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Delivered Duty Paid (DDP), Canadian customs duties and excise taxes included.

The financial bid evaluation matrix is found in Appendix B attached as separate excel spreadsheets.

Should any financial proposal appear to Canada to be significantly insufficient to cover Costs based on a Bidder's solution or raises material concerns to Canada as to the Bidder's capability to perform the Work for the proposed Price, Canada will conduct a financial evaluation to determine if a Bidder has provided an unrealistic bid as provided in the example below. If the Bidder has provided an unrealistic bid, it will be declared non-responsive and not given any further consideration.

	\$\$
Bid 1	55
Bid 2	50
Bid 3	45
Bid 4	35
Gov. Cost Estimate	46
Average of Bids	46.2
Standard Deviation	7.4
Low Bid threshold	38.8

In the example, the average of all of the bids Total Evaluated Price is \$46,200. The standard deviation of the bid Costs is \$7,400. The Low Bid risk zone would be any Total Evaluated Price below \$38,800 ($\$46,200 - \$7,400 = \$38,800$). In this case the Low Bid (LB) of \$35,000 will be considered an unrealistic bid and given no further consideration.

4.1.3.2 Transition-In Costs

The Transition-In costs/prices will be excluded as part of the overall Total Evaluation Price, however will be evaluated throughout the financial evaluation phase. Should the Transition-In costs appear to Canada to be unrealistically high, incomplete or those costs that are significantly inflated based on the Transition-In requirements, Canada will conduct a financial evaluation to determine if a Bidder has provided an unrealistic bid as provided in the example below. If the Bidder has provided an unrealistic high bid, it will be declared non-responsive and not given any further consideration.

Transition-In (High Bid)	\$\$
Bid 1	5
Bid 2	6
Bid 3	3
Bid 4	14
Gov. Cost Estimate	6
Average of Bids	6.8
Standard Deviation	3.8
**High Bid threshold	10.6

** In this case the High Bid (Transition-In) of \$14,000 will be considered an unrealistic bid and given no further consideration.

4.1.3.3 Phase-Out Period Costs

The costs for the Phase-Out Period as described in paragraph 6.2.1 of Annex A, will be excluded as part of the Total Evaluation Price and won't be evaluated throughout the multi-phased financial evaluation phase as described in Part 4.

Appendix B to Part 4 – Financial Bid Evaluation Matrix

(Provided in a separate document)

4.2 Basis of Selection

4.2.1 Mandatory Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory criteria and compliance requirements to be declared responsive.

The responsive bid with the lowest evaluated price will be recommended for award of a contract.

Example Bid Evaluation:

	Bidder 1 Year 1 to 6 Totals	Bidder 2 Year 1 to 6 Totals	Bidder 3 Year 1 to 6 Totals	Bidder 4 Year 1 to 6 Totals
Table 2 – General Personnel and Positions	\$5,000,000	\$5,500,000	\$6,000,000	\$6,500,000
Table 3 – Core Requirements	\$25,000,000	\$27,000,000	\$30,000,000	\$20,000,000
Table 4 – Contract Deliverables	\$700,000	\$500,000	\$350,000	\$200,000
Table 5 – Task Authorization Total	\$12,000,000	\$15,000,000	\$13,000,000	\$20,000,000
TOTAL EVALUATION PRICE	\$42,700,000	\$48,000,000	\$49,350,000	\$46,700,000

In this example Bidder 1 is the successful bidder with the lowest total Evaluation Price of \$42,700,000.

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 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Security Requirements – Required Documentation

In accordance with the requirements of the Contract Security Program of PWGSC (<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.

5.2.3 Federal Contractors Program for Employment Equity - Bid Certification

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

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award. 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 E 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 E - Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.4 Additional Certifications Precedent to Contract Award

5.2.4.1 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 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 or her services in relation to the Work to be performed and to submit his or 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 or her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.4.2 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.

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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.

5.2.5 Infrastructure Licensing Agreements

The Contractor must sign, date and deliver to the Contracting Authority the Infrastructure Licensing Agreements found in Annex J, without change, prior to award of the Contract.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

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

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;

6.1.2 Before access to sensitive information is provided to the Bidder, the following conditions must be met:

- (a) the Bidder's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
- (b) the Bidder's security capabilities must be met as indicated in Part 7 - Resulting Contract Clauses.

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

6.2 Financial Capability

6.2.1 Financial Capability Requirement: The Bidder must have the financial capability to fulfill this requirement. To determine the Bidder's financial capability, the Contracting Authority may, by written notice to the Bidder, require the submission of some or all of the financial information detailed below during the evaluation of bids. The Bidder must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:

- (a) Audited financial statements, if available, or the unaudited financial statements (prepared by the Bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Bidder's last three fiscal years, or for the years that the Bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
- (b) If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Bidder must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
- (c) If the Bidder has not been in business for at least one full fiscal year, the following must be provided:
 - i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and

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- ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.

 - (d) A certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.

 - (e) A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Bidder outlining the total of lines of credit granted to the Bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.

 - (f) A detailed monthly Cash Flow Statement covering all the Bidder's activities (including the requirement) for the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.

 - (g) A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.

6.2.2 If the Bidder is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.

6.2.3 If the Bidder is a subsidiary of another company, then any financial information in 1. (a) to (f) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Bidder, and the financial capability of a parent cannot be substituted for the financial capability of the Bidder itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by PWGSC, is provided with the required information.

6.2.4 Financial Information Already Provided to PWGSC: The Bidder is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:

- (a) the Bidder identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and

- (b) the Bidder authorizes the use of the information for this requirement.

It is the Bidder's responsibility to confirm with the Contracting Authority that this information is still on file with PWGSC.

6.2.5 Other Information: Canada reserves the right to request from the Bidder any other information that Canada requires to conduct a complete financial capability assessment of the Bidder.

6.2.6 Confidentiality: If the Bidder provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the [Access to Information Act](#), R.S., 1985, c. A-1, Section 20(1) (b) and (c).

6.2.7 Security: In determining the Bidder's financial capability to fulfill this requirement, Canada may consider any security the Bidder is capable of providing, at the Bidder's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).

6.3 Controlled Goods Program – Bid

6.3.1 As the resulting contract will require the production of or access to controlled goods that are subject to the [Defence Production Act](#), R.S. 1985, c. D-1, bidders are advised that within Canada only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: [Controlled Goods Program](#) and registration is carried out as follows:

- (a) When the bid solicitation includes controlled goods information or technology, the Bidder must be registered, exempt or excluded under the CGP before receiving the bid solicitation. Requests for technical data packages or specifications related to controlled goods should be made in writing to the Contracting Authority identified in the bid solicitation and must contain the CGP registration number or written proof of exemption or exclusion of the Bidder and of any other person to whom the Bidder will give access to the controlled goods.
- (b) When the bid solicitation does not include controlled goods information or technology but the resulting contract requires the production of or access to controlled goods, the successful Bidder and any subcontractor who will be producing or accessing controlled goods must be registered, exempt or excluded under the CGP before examining, possessing or transferring controlled goods.
- (c) When the successful Bidder and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the successful Bidder and any subcontractor must, within seven (7) working days from receipt of written notification of contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the successful Bidder has provided proof, satisfactory to the Contracting Authority, that the successful Bidder and any subcontractor are registered, exempt, or excluded under the CGP.

Failure to provide proof, satisfactory to the Contracting Authority, that the successful Bidder and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the resulting contract except to the extent that Canada is responsible for the failure due to delay in processing the application.

Solicitation No. - N° de l'invitation
W8486-217384/001/QT
Client Ref. No. - N° de réf. du client
W8486-217384

Amd. No. - N° de la modif.
File No. - N° du dossier
004qtW8486-217384

Buyer ID - Id de l'acheteur
004qt
CCC No./N° CCC - FMS No./N° VME

6.3.2 Bidders are advised that all information on the Application for Registration (or exemption) Form will be verified and errors or inaccuracies may cause significant delays and/or result in denial of registration or exemption.

6.4 Insurance – Proof of Availability Prior to Contract Award

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex K.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

PART 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 and the Infrastructure Licensing Agreements at Annex J.

7.1.1 Task Authorization

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

The Technical Authority will provide the Contractor, through the Contracting Authority, with a description of the task using the DND 626, Task Authorization Form specified in Annex F.

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.

The Contractor must provide the Technical Authority, within 14 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 not commence work until a TA authorized by the Procurement Authority and Contracting Authority 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.

7.1.1.2 Task Authorization Limit

The Procurement Authority may authorize individual task authorizations, with a copy to the Technical Authority and Contracting Authority, up to a limit of \$1,500,000.00 CAD, Applicable Taxes included, inclusive of any revisions.

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

7.1.1.3 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.

7.1.1.4 Periodic Usage Reports - Contracts with Task Authorizations

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

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 14 calendar days after the end of the reporting period.

Reporting Requirement- Details

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

For each authorized task:

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

For all authorized tasks:

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

7.1.1.5 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by the Directorate of Land Procurement 6-5-5. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

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 PWGSC.

7.2.1 General Conditions

1031-2 (2012-07-16), Contract Cost Principles, apply to and form part of the Contract; and

2035 (2023-11-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

4007 (2022-12-01), Canada to own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

7.3 Security Requirements

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

7.3.1.1 Security Requirements for Canadian Supplier

1. The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of SECRET, issued by the Contract Security Program (CSP), PWGSC.
2. This contract includes access to **Controlled Goods**. Prior to access, the contractor must be registered in the Controlled Goods Program of PWGSC.
3. The Contractor personnel requiring access to CLASSIFIED/PROTECTED information, assets or sensitive site(s) must EACH hold a valid personnel security screening at the level of SECRET, or RELIABILITY STATUS, as required, granted or approved by the CSP, PWGSC.
4. The Contractor personnel requiring access to COMSEC information/assets must be citizens of Canada, hold a valid security clearance commensurate with the information/assets that will be accessed, have a need-to-know and have undergone a COMSEC briefing and signed a COMSEC Briefing certificate. Access by Canadian permanent residents must be approved by the Head IT Security Client Services at CSEC on a case-by-case basis.
5. The Contractor MUST NOT remove any CLASSIFIED/PROTECTED information or assets from the identified site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
6. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
7. The winning bidder/contractor must submit the completed FOCI package including the associated documentation as prescribed in the FOCI Guidelines by the due date identified in the email sent by the FOCI Office.

8. The winning bidder/contractor MUST NOT access COMSEC information and assets until they are in possession of a FOCl determination letter and a Communications Security Establishment determination letter specific to this contract.
9. The winning bidder/contractor must implement the risk mitigation measures identified and approved by the FOCl Office prior to accessing any COMSEC Classified information and assets.
10. The winning bidder/contractor must maintain the risk mitigation measures throughout the duration of the contract, including any contract extension(s), if applicable.
11. The winning bidder/contractor may not be able to maintain their organization and personnel clearances if the FOCl evaluation determines that no risk mitigation measures are possible. Under such circumstances, the security requirements of the contract will not be met.
12. The winning bidder/contractor's organization security clearance may be suspended if the winning bidder/contractor does not implement risk mitigation measures required by the CSP.
13. The winning bidder/contractor must inform the FOCl Office immediately of any changes to the organization's corporate or ownership structure as well as any changes in foreign income or foreign debt from what was reported in the initial FOCl assessment. The winning bidder/contractor may be subject to a FOCl re assessment.
14. The Contractor 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).

NOTE: There are multiple levels of personnel security screenings associated with this file. In this instance, a Security Classification Guide must be added to the SRCL clarifying these screenings. The Security Classification Guide is normally generated by the organization's project authority and/or security authority.

7.3.2 Security Requirements for Foreign Suppliers

1. Canadian persons that examine, possess, or transfer controlled goods (*refer to Note) that are domestically controlled by PWGSC for Contracts and Subcontracts are required to register with PWGSC's Controlled Goods Program (CGP) before accessing controlled goods, unless excluded from CGP registration as defined by the Controlled Goods Regulations.

Throughout the duration of this Contract and Subcontract, the Foreign recipient Contractor and Subcontractor must adhere to its respective national policies pertaining to the examination, possession, or transfer of controlled goods and must immediately report to its responsible National Security Authority (NSA) all cases in which it is known or there is reason to suspect that controlled goods, furnished or generated pursuant to this Contract and Subcontract have been lost or disclosed to unauthorized persons (entities not registered with the CGP or entities not excluded from CGP registration), including but not limited to a third party government, person, firm, or representative thereof. Controlled goods which are lost or compromised while handled outside of Canada, should be immediately reported, as per the requirements of the Treasury Board of Canada Secretariat's Controlled Goods Directive and Directive on Material Management and to the Canadian Government Authority owner of the controlled goods, for example the

Canadian Department that issued the controlled goods to the Foreign recipient Contractor and Subcontractor, as part of this Contract and Subcontract. Additionally, controlled goods that are lost or disclosed to unauthorized persons which are subject to the United States of America's (U.S.) the export controls of International Traffic in Arms Regulations of the United States of America International Traffic in Arms Regulations, will require the NSA or the Canadian Government Authority owner to report the situation to the U.S. exporter or the U.S. Department of State's Directorate of Defense Trade Controls (DDTC).

*Note: Controlled goods are goods, including components and their associated technologies (e.g., blueprints, technical specifications, etc.), that primarily have a military or national security significance, including "defense articles" that are controlled by the United States' International Traffic in Arms Regulations. The list of controlled goods Controlled Goods List contained in the Schedule to the Defence Production Act (section 35) details the specific controlled goods that are domestically controlled by PWGSC.

2. The Foreign recipient Contractor must identify an authorized Contract Security Officer (CSO) to be responsible for the overseeing of the security requirements, as defined in this contract. This individual will be appointed by the proponent Foreign recipient Contractor's Chief Executive Officer or Designated Key Senior Official, defined as an Owner, Officer, Director, Executive, and/or partner who occupies a position which would enable them to adversely affect the organization's policies or practices in the performance of the contract.

3. Until the Foreign recipient's responsible National Security Authority (NSA) or Designated Security Authority (DSA) for industrial security of their country has provided Canadian DSA with the required written Personnel Security Screening assurances, the Foreign recipient Contractor personnel SHALL NOT HAVE ACCESS to CANADA PROTECTED / CLASSIFIED information/assets, and SHALL NOT ENTER "Government of Canada" or "Contractor" sites where such information or assets are kept, without an escort. An escort is defined as "a Government of Canada" or "Contractor" employee who holds the appropriate Personnel Security Clearance at the required level.

4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of their respective National Security Authority (NSA) or Designated Security Authority (DSA), in accordance with the National legislation, regulations and policies of their country / the Canadian DSA.

5. A Communications Security (COMSEC) account at the SECRET level must be issued and confirmed by the National Communication Security Authority (NCSA) of the contractor and subcontractor's country. The foreign recipient contractor and subcontractor requiring access to either accountable COMSEC material (ACM) or COMSEC information or assets must be citizens of the contractor and subcontractor's country, hold a valid personnel security clearance commensurate with the information or assets that will be accessed, have a need to know, have undergone a COMSEC briefing and signed a COMSEC Briefing Certificate. Access by foreign nationals must be approved by the NCSA of the contractor and subcontractor's country, on a case-by-case basis. Such approvals must be communicated in writing to the Canadian Designated Security Authority of Canada (DSA).

6. The Foreign recipient Contractor shall not use the CANADA PROTECTED / CLASSIFIED information/assets for any purpose other than for the performance of the Contract without the prior written approval of the Government of Canada. This approval must be obtained from the Canadian DSA.

7. The Foreign recipient Contractor visiting Canadian Government or industrial facilities, under this contract, will submit for approval a Request for Visit form to Canada's Designated Security

Authority (DSA) through their respective National Security Authority (NSA) or Designated Security Authority (DSA).

8. The Foreign recipient Contractor shall immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that CANADA PROTECTED / CLASSIFIED information/assets pursuant to this Contract has been compromised.

9. The Foreign recipient Contractor shall immediately report to its respective National Security Authority (NSA) or Designated Security Authority (DSA) all cases in which it is known or there is reason to suspect that CANADA PROTECTED / CLASSIFIED information/assets accessed by the Foreign recipient Contractor, pursuant this Contract, have been lost or disclosed to unauthorized persons.

10. The Foreign recipient Contractor shall not disclose CANADA PROTECTED / CLASSIFIED information/assets to a third party government, person, firm or representative thereof, without the prior written consent of the Government of Canada. Such consent shall be sought through the recipient's National Security Authority/ Designated Security Authority (NSA/DSA) / Canadian DSA.

11. The Foreign recipient Contractor must comply with the provisions of the Security Requirements Check List attached at Annex C.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to _____ inclusive.

The Transition-In Period start date (the date upon which the Contractor must start Transition-In is _____. The Transition-In period is the time from _____ to _____ inclusive. During the Transition-In Period, the Contractor must perform the Work as provided for in paragraph 4.0 of the Annex A - Statement of Work.

7.4.2 Option to Extend the Contract

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex A of the Contract.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Solicitation No. - N° de l'invitation
W8486-217384/001/QT
Client Ref. No. - N° de réf. du client
W8486-217384

Amd. No. - N° de la modif.
File No. - N° du dossier
004qtW8486-217384

Buyer ID - Id de l'acheteur
004qt
CCC No./N° CCC - FMS No./N° VME

Name: Kathie Eddy
Title: Supply Team Leader
Department: Public Works and Government Services Canada
Directorate: Land and Aerospace Equipment Procurement and Support Sector
Telephone: 873-353-9727
E-mail: kathie.eddy@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

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - ____
E-mail address: _____

In its absence, the Technical Authority is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - ____
E-mail address: _____

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

7.5.3 Procurement Authority

The Procurement Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - ____
E-mail address: _____

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

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

7.5.4 Contractor's Representative

To be completed by bidder.

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
E-mail address: _____

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

In consideration of the provision of all services, equipment and other requirements outlined in the Contract, the Contractor will be paid in accordance with the Basis of Payment, Annex B.

7.7.2 Profit in the Case of a Contract Amendment

The Contractor acknowledges and agrees that the markup included in the price of any Work added to the Contract by amendment will not exceed the percentages detailed in the Basis of Payment at Annex B – Schedule 3b for which the Contractor is entitled to invoice for the Work.

7.7.3 Limitation of Expenditure – Overall Contract Value

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

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or

-
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.4 Method of Payment

7.7.4.1 Monthly Payments for the Firm Priced Transition-In Period as described in Annex A Statement of Work Section 4.0

In accordance with Annex B – Schedule 1, Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

7.7.4.2 Monthly Payments for the Firm Priced Core Work as described in Annex A Statement of Work Sections 3.2, 3.3, 3.5, 3.6, 5.0 to 5.6, and 7.0 to 7.2

In accordance with Annex B – Schedule 2, Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

7.7.4.3 Payment Methods for Task Authorizations as described in Annex A Statement of Work Sections 3.4, 6.0 to 6.5

Task Authorizations shall be paid by Canada under one of the following methods as agreed to in the Task Authorization.

Firm or ceiling prices, subject to downward adjustment negotiated by the Procurement Authority, and/or the Contracting Authority, as applicable prior to the Work being authorized, subject to a limitation of expenditure, Costs reasonably and properly incurred, as determined by government audit in accordance with the firm hourly rates and markups detailed in the Basis of Payment, Annex B, Schedules 3a and 3b .

Progress payments, milestone payments or a combination of one or more will be negotiated by the Procurement and/or Contracting Authority prior to issuance of the task and, as applicable, will be incorporated into each Task Authorization, if any.

For Progress Payments or Milestones Payments:

Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for Costs incurred in the performance of the Work or Milestone payments in accordance with the negotiated Schedule of Milestones for the Task Authorization in accordance with 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 has been submitted by the Contractor, including the Monthly Progress Report in accordance with the invoicing instructions provided in the Contract;
- b. the total amount for all progress or 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 progress or milestone Payment and as applicable any deliverable(s) required have been completed and accepted by Canada.

The balance of the amount payable for each Task Authorization will be paid upon completion and delivery of all Work required under the Task Authorization if the Work has been accepted by Canada and a final claim for the payment is submitted.

Progress/Milestone 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/Milestone payments or otherwise must be refunded promptly to Canada.

7.7.5 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.

7.8 T1204 – Direct Request by Customer Department

Pursuant to paragraph 221 (1)(d) of the [Income Tax Act](#), R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

7.9 Taxes – Foreign-based Contractor

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

7.10 Customs Duties – Contractor Importer

As the goods to be supplied under the Contract are defence supplies, customs duties on importation to Canada may be remitted under the Tariff Item Number 9982.00.00 of the Schedule to the *Customs Tariff*.

Remission of customs duties payable may be granted under the Tariff Item Number 9982.00.00 when the total contract value of the defence supplies is C\$250,000 or more. This reflects the import value of the goods plus the duty that would be applicable in the absence of the *Customs Tariff*.

The Contractor will be responsible for pre-arranging remission on importation or for paying customs duties on importation and applying to Canada Border Services Agency for a refund. The Contractor is also responsible for applying to PWGSC in good time for the certification required by the *Customs Tariff*.

7.11 Electronic Payment of Invoices

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

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

7.12 Discretionary Audit – Commercial Goods and/or Services

The following are subject to government audit before or after payment is made:

- a. The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
- b. The accuracy of the Contractor's time recording system.
- c. The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).

-
- d. Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.

Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

7.13 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

7.14 Time and Contract Price Verification

Time charged and the contract price of incidental materials used are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

7.15 Shipping Instructions – Delivery at Destination

Goods must be consigned to the destination specified in the DND626 Task Authorization and Delivered Duty Paid (DDP) Incoterms 2000 for shipments from a commercial contractor.

7.16 Invoicing Instructions – Progress Payment Claim – Supporting Documentation Required

7.16.1 The Contractor must submit a claim for payment using form Annex G - PWGSC-TPSGC 1111, Claim for Progress Payment.

Each claim must show:

- a. all information required on form PWGSC-TPSGC 1111;
- b. all applicable information detailed under the section entitled "Invoice Submission" of the General Conditions;
- c. a list of all expenses; and
- d. expenditures plus pro-rated profit or fee.

Each claim must be supported by the following, as applicable:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
- c. a copy of the monthly progress report.

For Task Authorizations, each claim must also provide:

- a. a summary of the progress made by the Contractor against the approved Work;
- b. the number of approved labour hours, by skill set, put against each phase of the project;

- c. a breakdown of the number of hours, by skill set, being claimed; and
- d. any other pertinent information required to substantiate the progress of the Work.

7.16.2 Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied, if applicable. 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.

7.16.3 The Contractor must prepare and certify the claim on form PWGSC-TPSGC 1111 Claim for Progress Payment at Annex G, and forward it to the Project Authority identified under the section entitled "Authorities" of this Contract for appropriate certification after inspection and acceptance of the Work takes place. The Project Authority will then forward the information on to all relevant parties for appropriate signature(s) and onward submission to the Payment Office for the remaining certification and payment action.

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

7.17 Certifications and Additional Information

7.17.1 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.

7.17.2 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.

7.17.3 Indigenous Business Certification

The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Indigenous Business" detailed in Annex 9.4 of the Supply Manual.

The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six 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 by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.

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

7.18 Applicable Laws

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

7.19 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, Higher Complexity – Services 2035 (2023-11-28);
- c) the Contract Cost Principles 1031-2 (2012-07-16);
- d) the Supplemental General Conditions, Canada to Own Intellectual Property Rights in Foreground Information 4007 (2022-12-01);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List;
- h) Annex L, Indigenous Participation Plan;
- i) Annex I, Non-Disclosure Agreement;
- j) Annex K, Insurance Requirements;
- k) Annex H, Loan Agreement;
- l) Annex J, Infrastructure Licensing Agreements;
- m) the signed Task Authorizations (including all of its annexes, if any);
- n) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:* ", as clarified on _____ " **or** ", as amended on _____ " *and insert date(s) of clarification(s) or amendment(s)*).

Following these Articles of Agreement, Annex J (Infrastructure) will fall second in the priority of documents for the Work to be conducted under the Contract related to infrastructure access, rules and any design or construction.

Following these Articles of Agreement, Annex H (Loan Agreement) will fall second in the priority of documents for the parts of the Work conducted under the Contract related to the Government Furnished Equipment loaned to the Contractor pursuant to a loan agreement entered into under this Contract.

7.20 Government Furnished Equipment

In addition to the obligations of the Contractor relating to Government Property found in General Conditions, Higher Complexity – Services 2035 (2023-11-28), the following applies;

The Contractor will be provided with Government Furnished Equipment (GFE) Listing, as Identified in Annex A – Statement of Work - Appendix 9.

Prior to receiving the GFE, the Contractor must sign and date a completed Loan Agreement, as identified in Annex H and return a copy to the Technical Authority with a copy to the Contracting Authority.

If the Contractor requires additional GFE they must make a request to the Technical Authority by email. This includes temporary use GFE, for use in training or testing, or long term use GFE which will be added to the Annex H - Loan Agreement.

The Contractor must abide by the terms of all signed loan agreements, the terms of which survive the expiry of this Contract. In the event of a conflict between the terms of the Annex H - Loan Agreement, signed by both Parties, and the terms of any other part of this Contract, the terms of the Annex H - Loan Agreement will prevail.

7.21 Defence Contract

The Contract is a defence contract within the meaning of the [Defence Production Act](#), R.S.C. 1985, c. D-1, and must be governed accordingly.

Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the [Defence Production Act](#).

7.22 Government Property

Canada intends to supply the Contractor with the Government Property as indicated in the Infrastructure Licensing Agreements at Annex J.

The section of the General Conditions entitled "Government Property" also applies to the use of the Government Property by the Contractor.

7.23a Foreign Nationals (Foreign Contractor)

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

7.23b Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

7.24 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex K. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.25 Dispute Resolution

Any dispute between the Parties of any nature arising out of or in connection with this Contract, including a dispute concerning the interpretation of the Statement of Work, will be subject to resolution pursuant to this Section:

7.25.1 Any such dispute will first be referred to the Contractor's Representative and the Contracting Authority who will attempt to amicably resolve the dispute.

7.25.2 In the event that the representatives of the Parties specified above are unable to resolve the dispute within five (5) business days, it will be submitted to a progressively higher level of management within the Parties' organizations, as follows.

Government of Canada (GOC)	CONTRACTOR	Period of Time for Resolution **
Manager, PWGSC	One level higher *	10 business days
Director, PWGSC	Director Level	10 business days
Director-General, PWGSC	Vice-President Level	10 business days
Assistant Deputy Minister, PWGSC	President	20 business days

***One level higher than the named Contractor's Representative**

****Unless otherwise mutually agreed by the Contractor and the Government of Canada**

7.25.3 In the event the representatives of the Parties specified in Section 7.25.2 above are unable to resolve the dispute, the Contracting Authority will, within ten (10) business days after the completion of the dispute resolution procedures outlined above render a written decision which decision will include a detailed description of the dispute and the reasons supporting the Contracting Authority's decision. The Contracting Authority will deliver a signed copy thereof to the Contractor. The decision of the Contracting Authority will be binding for all purposes of this Contract unless the Contractor delivers a written notice disputing it (referred to as a "Notice of Dispute") to the Contracting Authority within twenty (20) business days after receipt of the written decision and advises if it intends to submit the dispute for determination in accordance with Article 7.25.4.

7.25.4 Notice

Where the Contractor has delivered a Notice of Dispute in accordance with Section 7.25.3; it will submit the dispute for determination within 160 business days of the delivery of that Notice of Dispute to:

- a. The Federal Court of Canada or to any court having concurrent jurisdiction with the Federal court of Canada with respect to the dispute; or
- b. an Alternate Dispute Resolution such as mediation, but other than arbitration; or
- c. arbitration with the prior consent of Canada;

but in either such event, the Contractor will proceed diligently with the performance of this Contract, including but not limited to the performance of existing Task Authorizations and the acceptance of future Task Authorizations.

Pursuant to Section 7.25.4, if the dispute is submitted for determination through mediation, it will be on the Terms of Mediation set out in Article 7.25.5.

Pursuant to Section 7.25.4, if the Contractor is requesting arbitration, it will be on the Terms of Arbitration set out in Section 7.25.6.

7.25.5 Terms of Mediation

7.25.5.1 Notice:

The Contractor's notice requesting mediation (referred to as the "Notice of Mediation"), in accordance with Section 7.25.4, will be in writing and will specify the issues in dispute. It will be sent to the Contracting Authority. Sections 7.25.5.2 to 7.25.5.13 below will apply to the mediation.

7.25.5.2 Selection of Mediator:

The Parties agree to jointly select a mediator. If the Parties cannot agree on the choice of mediator within ten (10) business days from the date of the Notice of Mediation, then a mediator will be chosen, upon application by the Parties by the ADR Institute of Canada.

7.25.5.3 Location:

The mediation will be held in the City of Ottawa in the province of Ontario, unless the Parties agree otherwise in writing.

7.25.5.4 Language of Mediation:

The language of the mediation proceedings and reports of the mediator will be English, unless the Parties agree otherwise in writing.

7.25.5.5 Exchange of Information:

The Parties agree to an exchange of all information upon which they intend to rely in any oral or written presentation during the mediation. This exchange will be completed by the Parties no later than ten (10) business days prior to the date set for the mediation.

7.25.5.6 Costs:

The parties agree that they will each be responsible for the Costs of their own legal counsel, personal travel and any other costs that may arise in relation to the mediation. Fees and expenses of the mediator and all administrative Costs of the mediation, such as the cost of the mediation room, if any, will be borne equally by the Parties.

7.25.5.7 Schedule:

The Parties will jointly select a date for the mediation that is no later than twenty (20) business days from the date of the Notice of Mediation.

7.25.5.8 Confidentiality:

All information exchanged during this mediation will be regarded as "without prejudice" communications for the purpose of settlement negotiations and will be treated as confidential by the Parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable will not be rendered inadmissible or non-discoverable by virtue of its use during the mediation.

7.25.5.9 Caucusing:

The mediator is free to caucus with the Parties individually, to improve the chances of a mediated settlement. Any confidential information revealed to the mediator by one Party during such caucusing may only be disclosed to the other Party with the former Party's express permission.

7.25.5.10 Prohibition against Future Assistance:

It is agreed that the mediator will neither represent nor testify on behalf of any of the Parties in any subsequent legal proceeding between the Parties or where they are opposed in interest. It is further agreed that the personal notes and written opinions of the mediator in relation to this mediation are confidential and will not be used in any subsequent proceeding between the Parties or where they are opposed in interest.

7.25.5.11 Termination:

Either Party may terminate the mediation at any time.

7.25.5.12 Mediator's Report:

In the event that no agreement is reached, or is reached on some issues only, the mediator will promptly provide a report to the Parties stating only that no agreement was reached on some or all of the outstanding issues.

7.25.5.13 No New Steps:

During the course of the mediation, the Parties agree to take no new steps in any legal proceeding between them, which concerns the same matter, as is the subject of this mediation.

7.25.6 Terms of Arbitration

7.25.6.1 Notice:

The Contractor's notice requesting arbitration (referred to as the "Notice of Arbitration"), in accordance with Section 7.25, will be in writing and will specify the issues in dispute. It will be sent to the Contracting Authority who can reject or accept such request. If Canada accepts the Contractor's request, the dispute will be submitted to binding arbitration pursuant to the *Commercial Arbitration Act* (R.C.S. 1985, c. 17 (2nd Supp.)), as amended) and the *Commercial Arbitration Code* referred to in the Act. Sections 7.25.5.2 to 7.25.5.13 below will also apply to the arbitration.

7.25.6.2 Commencement of the Proceedings:

The arbitral proceeding commences on the date of receipt of the Notice of Arbitration.

7.25.6.3 Selection of Arbitrator(s):

The Parties agree to jointly select either one or three arbitrator(s). If the Parties cannot agree on the choice and number of arbitrator(s) (either one or three) within fifteen (15) days from the date of commencement of the proceedings, then an arbitrator will be chosen, upon application by the Parties, by the ADR Institute of Canada.

7.25.6.4 Location:

The arbitration will take place in the City of Ottawa in the province of Ontario, unless the Parties agree otherwise in writing.

7.25.6.5 Language of Arbitration:

The language of the arbitration proceedings and the language of the arbitral decision will be in English, unless the Parties agree otherwise in writing.

7.25.6.6 Costs:

The Parties agree that they will each be responsible for the Costs of their own legal counsel, travel expenses and any other Costs incurred in preparing each Party's case for arbitration. Fees and expenses of the arbitrators(s) and all the administrative Costs of the arbitration, such as the cost of the hearing room, if any, will be borne equally by the Parties.

7.25.6.7 Statement of Claim:

Within twenty (20) business days of the selection of the arbitrator(s), the Contractor will submit a written statement of claim to the arbitrator(s) and to the Contracting Authority, containing a statement of facts, issues in dispute and remedies sought.

7.25.6.8 Statement of Defence:

Within twenty (20) business days following the receipt of the statement of claim, the Contracting Authority will submit a written Statement of Defence to the arbitrator(s) and to the Contractor.

7.25.6.9 Hearing Date:

The Parties will jointly select a date for the hearing that is no later than twenty (20) business days from the date following the submission of the Contracting Authority's Statement of Defence.

7.25.6.10 Exchange of Information:

Each Party will deliver to the other Party and to the arbitrator(s) no later than ten (10) business days prior to the date set for the hearing, a copy of all documents and other materials on which the Party intends to rely during the arbitral hearing.

7.25.6.11 Arbitral Award:

The arbitrator(s) will make every reasonable effort consistent with article 17 of the *Commercial Arbitration Code* to complete the proceedings and render the award within six (6) months of the

commencement date. The arbitral award will be in writing and will include reasons for the decision.

7.25.6.12 Governing Law Clause:

The arbitrator(s) will resolve this dispute in accordance with the laws of Ontario.

7.25.6.13 Judgment:

Judgment upon any arbitral award rendered may be entered in any court having jurisdiction thereof.

7.25.6.14 Final and Binding Award:

Subject only to the provisions of Chapter VII (Recourse against Award) of the *Commercial Arbitration Code*, the Parties agree that the arbitral award and determination of the arbitrator(s) will be final and binding on both Parties.

7.25.6.15 Prohibition against Future Assistance:

It is agreed that the arbitrator(s) will neither represent nor testify on behalf of any of the Parties in any subsequent proceeding between the Parties or where they are opposed in interest. It is further agreed that the personal notes and written opinions of the arbitrator(s) made in relation to this arbitration are confidential and may not be used in any subsequent proceeding between the Parties or where they are opposed in interest. Where a dispute relates to monies withheld by Canada pursuant to any provision of this Contract, any amount not in dispute will be paid and the remainder will be so withheld pending final resolution of the dispute and will be disposed of in accordance with its terms.

7.26 Controlled Goods

The Contract involves controlled goods as defined in the Schedule to the [Defence Production Act](#). The Contractor must identify those controlled goods to the Department of National Defence.

7.27 Controlled Goods Program

As the Contract requires production of or access to controlled goods that are subject to the [Defence Production Act](#) R.S. 1985, c. D-1, the Contractor and any subcontractor are advised that, within Canada, only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at the [Controlled Goods Program](#) website.

When the Contractor and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the Contractor and any subcontractor must, within seven (7) working days from receipt of written notification of the contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the Contractor has provided proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP.

Failure of the Contractor to provide proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under

the Contract except to the extent that Canada is responsible for the failure due to delay in processing the application.

The Contractor and any subcontractor must maintain registration, exemption or exclusion from the CGP for the duration of the Contract and in any event for so long as they will examine, possess or transfer controlled goods.

7.28 Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex I and provide it to the Technical Authority, with a copy to the Contracting Authority, before they are given access to information by or on behalf of Canada in connection with the Work.

7.29 Hazardous Waste Disposal

The Contractor must dispose of any hazardous waste removed or uncovered in the performance of the Work in accordance with any applicable law.

7.30 Bar Coding – Material Marking

The Contractor must apply bar code information on items with the Permanent System Control Number (PSCN) or NATO Stock Number (NSN) provided elsewhere in the Contract or by the Department of National Defence (DND), using bar code standard UCC/EAN-128 (Uniform Code Council/EAN International) with Application Identifier 241 for PSCN or 7001 for NSN. Below the bar code symbol, the Contractor must apply the Human-Readable Interpretation (HRI) markings.

These markings must be applied and positioned in accordance with Department of National Defence standard D-02-002-001/SG-001, Identification Marking Of Canadian Military Property (in effect at the closing date of the bid solicitation), and must be of such quality that it will remain readable for the expected life of the item. The bar code must be imprinted upon material which will be compatible with the item to which it is to be attached, which items include, but are not limited to, items constructed of plastic, metal, cloth, synthetics or paper, or a combination of two or more of them.

7.31 Wood Packaging Materials

All wood packaging materials used in shipping must conform to the International Standards for Phytosanitary Measures No. 15: Regulation of Wood Packaging Material in International Trade (ISPM 15).

Pertinent additional information on Canada's import and export programs is provided in the following Canadian Food Inspection Agency policy directives:

D-98-08 - Entry Requirements for Wood Packaging Materials Produced in All Areas Other Than the Continental United States

D-13-01 – Canadian Heat Treated Wood Products Certification Program (HT Program).

7.32 Delivery of Dangerous Goods and Hazardous Products

1. The Contractor must mark dangerous goods/hazardous products which are classed as dangerous/hazardous as follows:
 - a. shipping container - in accordance with the Transportation of Dangerous Goods Act, 1992, c. 34; and

-
- b. immediate product container - in accordance with the Hazardous Products Act, R.S., 1985, c. H-3.
2. The Contractor must provide bilingual Safety Data Sheets, indicating the NATO Stock Number as follows:
 - a. two hard copies:
 - i. one copy to be enclosed with the shipment, and
 - ii. one copy to be mailed to:
National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
Attention: DSCO 5-4-2
 - iii. one copy sent in any electronic format to the following address: MSDS-
FS@FORCES.GC.CA.
 3. The Contractor will be responsible for any damages caused by improper packaging, labelling or carriage of dangerous goods/hazardous products.
 4. The Contractor must ensure they adhere to all levels of regulations regarding dangerous goods/hazardous products as set forth by federal, provincial and municipal laws and by-laws.

The Contractor must contact the consignee (i.e. Supply Depot Traffic Section) at least 48 hours before shipping dangerous goods/hazardous products in order to schedule a receiving time.

7.33 Dangerous Goods and Hazardous Products – Labelling and Packaging Compliance

1. The Contractor must ensure proper labelling and packaging in the supply and shipping of dangerous goods/hazardous products to the Government of Canada.
2. The Contractor will be held liable for any damages caused by improper packaging, labelling or carriage of dangerous goods/hazardous products.
3. The Contractor must clearly mark all merchandise labels with the percentage of volume that is a hazardous item. Failure to do so will result in the Contractor being held responsible for damages caused in the movement of goods/products by government vehicles or government personnel.
4. The Contractor must adhere to all applicable laws regarding dangerous goods/hazardous products.

7.34 Packaging Requirement Using Specification D-LM-008-036/SF-000

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

The Contractor must package item(s) in quantities of _____ (*to be inserted at task award*) by package.

7.35 End of Contract Period

At least ninety (90) days prior to the end of the Contract period (including any extension or option period then in effect), the Contractor shall provide to the Procurement Authority (with a copy to

the Contracting Authority) a complete list of all work in progress and Task Authorizations in progress, together with a description of the status for each, including percentage completed and estimated time to complete. Any Work which the Contractor believes cannot be completed before the end of the Contract period must be specifically identified and the rationale as to why it cannot be completed must be explained.

7.36 Transition Period – End of Contract

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of 90 days under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 30 calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

7.37 Warranty

Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision imposed by law, the Contractor warrants that, for 12 months (or any other period stated in the Contract), the Work will be free from all defects in design, material or workmanship, and will conform to the requirements of the Contract. The warranty period begins on the date of delivery, or if acceptance takes place at a later date, the date of acceptance. With respect to Government Property not supplied by the Contractor, the Contractor's warranty will extend only to its proper incorporation into the Work.

In the event of a defect or non-conformance in any part of the Work during the warranty period, the Contractor, at the request of Canada to do so, must as soon as possible repair, replace or otherwise make good at its own option and expense the part of the Work found to be defective or not in conformance with the requirements of the Contract.

The Work or any part of the Work found to be defective or non-conforming will be returned to the Contractor's plant for replacement, repair or making good. However, when in the opinion of Canada it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be paid the fair and reasonable Cost (including reasonable travel and living expenses) incurred in so doing, with no allowance for profit, less an amount equal to the Cost of rectifying the defect or non-conformance at the Contractor's plant.

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

The Contractor must remedy all data and reports pertaining to any correction or replacement under this section, including revisions and updating of all affected data, manuals, publications, software and drawings called for under the Contract, at no cost to Canada.

If the Contractor fails to fulfill any obligation described in this section within a reasonable time of receiving a notice, Canada will have the right to remedy or to have remedied the defective or non-

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W8486-217384

Amd. No. - N° de la modif.
File No. - N° du dossier
004qtW8486-217384

Buyer ID - Id de l'acheteur
004qt
CCC No./N° CCC - FMS No./N° VME

conforming work at the Contractor's expense. If Canada does not wish to correct or replace the defective or non-conforming work, an equitable reduction will be made in the Contract Price.

The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. The warranty applies to any part of the Work repaired, replaced or otherwise made good pursuant to subsection 2, for the greater of:

- a. the warranty period remaining, including the extension, or
- b. 90 days or such other period as may be specified for that purpose by agreement between the Parties.

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004qt
CCC No./N° CCC - FMS No./N° VME

ANNEX A

STATEMENT OF WORK

(Provided in a separate document)

ANNEX B

BASIS OF PAYMENT

B1. Basis of Payment

In consideration of the Contractor's satisfactory performance of its obligations under this Contract for the time periods outlined below, the Contractor shall be paid the latest relevant rates, prices and markups as detailed herein.

B3. Transition-In Requirements

For the Transition-In Requirements as described in Annex A, paragraph 4.0 and effective Contract award to _____, the Contractor will be paid firm monthly prices in accordance with the Firm Prices detailed in Annex B - Schedule 1.

B4. Firm Priced Core Work – Contract Years 1 to 6

For the Work described in sections 3.2, 3.3, 3.5, 3.6, 5.0 to 5.6, and 7.0 to 7.2 of the Annex A - Statement of Work:

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid firm monthly prices as outlined in Schedule 2. Customs duties are included and Applicable Taxes are extra.

For the firm price portion of the Work, 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.

B5. Task Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorizations (TA) the Contractor will be paid as detailed below, customs duties are included and Goods and Services Tax or Harmonized Sales Tax (GST/HST) are extra, if applicable.

The Contractor must indicate in its price proposals what portion of the Work, if any, will be completed using personnel for which the Contractor is being reimbursed under the Firm Price portion of the Contract (i.e. contributed labour). The level of effort associated with the contributed labour must be specified in the Contractor's price proposal; however, the contributed labour Costs associated with a Task Authorization will not be billable under the Task Authorizations. Other Costs associated with the work will be negotiated prior to the Task Authorization being authorized (eg: Travel and Living).

The Work will be negotiated between the Procurement Authority and/or Contracting Authority (as applicable) and the Contractor, either as a firm price, or ceiling price subject to downward adjustment prior to the Work being authorized.

B5.1 Labour:

- (a) For Contract Years 1 to 6, the Contractor will be paid the Firm Hourly Rates inclusive of overhead (labour burden rate) and profit in accordance with Schedule 3a to this Annex B.

All (direct/indirect) Costs associated with the administration and management to TA work, including but not limited to bid requests, evaluation of the bids, inspection of the Work, invoicing, etc, are to be costed within the firm fixed price of the Contract and will not be reimbursed under any authorized Task Authorization.

B5.2 Other:

- (a) For Contract Years 1 to 6, the Contractor will be paid the Firm Markup of ____% on non-labour components in accordance with Schedule 3b to this Annex B.

All (direct/indirect) Costs associated with the administration and management to TA work, including but not limited to bid requests, evaluation of the bids, inspection of the Work, invoicing, etc, are to be costed within the firm fixed price of the Contract and will not be reimbursed under any authorized Task Authorization.

B6. Travel and Living Expenses

For the Travel and Living described in paragraph 3.4 of Annex A – Statement of Work:

For commercial travel, the Contractor will be reimbursed its authorized travel and living expenses, reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".

All travel must have the prior authorization of the Procurement Authority and/or Contracting Authority, as applicable. All payments are subject to government audit.

B7. Economic Price Adjustment

For Option Years 7 to 14, as per Schedules 2 and 3a of Annex B, the Contractor will be paid the firm all-inclusive monthly prices adjusted annually in accordance with the Economic Price Adjustment formula detailed below.

The Firm Fixed Prices will be adjusted annually, on January 1 of each year, commencing in Year 7, if any of the Option Years are awarded. The adjustment will be equal to the increase in the average all-items Consumer Price Index, monthly (Statistics Canada. Table 18-10-0004-01 Consumer Price Index, monthly, not seasonally adjusted) for December of that previous year over the same Index for the previous December, for the location where the Costs are incurred, as published by Statistics Canada for the previous year. Where the CPI rate is a negative value, it will be treated as zero for the purposes of this adjustment.

Example:

Contract Year 7 (Firm Fixed Monthly Price \$1,000 – Year 6)

EPA= ((Consumer Price Index, monthly, not seasonally adjusted December 2029 ÷ Consumer Price Index, monthly, not seasonally adjusted December 2028)-1)

= ((151.6 ÷ 149.6) - 1)

= 0.0133

= 1.33%

The Firm Fixed Price for Year 7 would be:

= (Annual Firm Fixed Price of year 6) × (1+ 0.0133)

= (\$1,000.00 *1.0133)
= \$1013.30

Mark-up rates are not subject to escalation or change. The mark-up rates will be equal to the percentage as provided for from the previous Contract Year.

B8. GST/HST

All prices and amounts of money are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated.

B9. Definitions

(a) Calendar Year (CY) – the year for which the period of time is from 01 January to 31 December of the same year.

(b) Hourly Rate - a firm hourly rate to be charged for each hour worked and prorated for any period less than an hour.

(c) Markup – the amount added to cost in determining the selling price to cover overhead and profit.

(d) Ceiling Price - the maximum price to be paid to the Contractor as established in the Contract and the Contractor will not receive additional compensation for the defined Work. As provided in the Contract, the Ceiling Price is subject to downward adjustment only.

(e) Firm Fixed Price (FFP) - the price for the Work which is not subject to any adjustment unless certain provisions (such as a Contract change) is incorporated into the Contract.

B10. Phase-Out Period

For the Phase-Out Period described in paragraph 6.2.1 of Annex A, (effective _____ to _____), (to be completed at contract award), the Contractor will be paid monthly for the actual hours worked during the Phase-Out Period and other direct Costs reasonably and properly incurred in accordance with the Firm Monthly Rates and Markups detailed in Schedule 3a and 3b of Annex B. All payments are subject to government audit.

Should any of the optional years be awarded, Canada will adjust the Phase-Out start date accordingly. The monthly billing prices for the final contract year will apply until the Phase-Out Period commences.

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Schedules

Schedule 1 – Firm Price Transition-In

Firm Price for Month 1	Firm Price for Month 2	Firm Price for Month 3	Firm Price for Month 4
\$	\$	\$	\$

Schedule 2 - Firm Monthly Prices

Firm Monthly Price for CY 2024	Firm Monthly Price for CY 2025	Firm Monthly Price for CY 2026	Firm Monthly Price for CY 2027	Firm Monthly Price for CY 2028	Firm Monthly Price for CY 2029
\$	\$	\$	\$	\$	\$

Schedule 3a – Labour Rates for Task Authorization Work

LABOUR CATEGORY	Hourly Rates for CY 2024	Hourly Rates for CY 2025	Hourly Rates for CY 2026	Hourly Rates for CY 2027	Hourly Rates for CY 2028	Hourly Rates for CY 2029
WES SSC Program Manager						
WES SSC Operations Manager						
Administrative Support						
IS/IT Support						
WES SSC OSR Det Comd						
WES SSC OSR						

Notes:

- (a) All rates above are firm and in Canadian dollars;
- (b) All rates above exclude any and all applicable taxes; and
- (c) All rates above are based on calendar years (CY).

Schedule 3b – Markup % for Task Authorization Work Categories

WORK CATEGORY	SOW Paragraph Reference	Markup % for CY 2024	Markup % for CY 2025	Markup % for CY 2026	Markup % for CY 2027	Markup % for CY 2028	Markup % for CY 2029
Purchasing Support	Para 5.3.3 and 5.6.3						

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In Person PRMs	Para 5.3.5.4.1						
Site Management	Para 6.3						
Operational Support	Para 6.4						
Logistics Support	Para 6.5						

Note: The markup values in Schedule 3b are to be applied only on non-labour components of Task Authorization proposals. The markup will be applied on material, subcontractor or other direct costs submitted within a Task Authorization proposal.

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ANNEX C

SECURITY REQUIREMENTS CHECK LIST

(Provided in a separate document)

See below for the Security Requirements Checklist (SRCL) Supplemental Security Guide.

**Security Requirement Checklist (SRCL) Supplemental Security Guide
W8486-217384 Amendment 2**

Part A - Multiple Release Restrictions: Security Guide							
To be completed in addition to SRCL question 7.b) when release restrictions are therein identified. Indicate to which levels of information release restrictions apply. Make note in the chart if a level of information bears multiple restrictions (e.g. a portion of the SECRET information bears the caveat Canadian Eyes Only while the remainder of the SECRET information has no release restrictions.)							
Canadian Information							
Citizenship Restriction	PROTECTED			CLASSIFIED			
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	TOP SECRET (SIGINT)
No Release Restrictions	X	X		X	X		
Not Releasable							
Restricted to: CANADA/USA							
Permanent Residents Included*							
NATO Information							
Citizenship Restriction	NATO UNCLASSIFIED		NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	
All NATO Countries							
Restricted to:							
Permanent Residents Included*							
Foreign Information							
Citizenship Restriction	PROTECTED			CLASSIFIED			
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	TOP SECRET (SIGINT)
No Release Restrictions							
Restricted to :							
Permanent Residents Included*							
COMSEC Information							
Citizenship Restriction	PROTECTED			CLASSIFIED			
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	TOP SECRET (SIGINT)
Not Releasable							
Restricted to: CANADA					X		
DND ONLY Embedded Contractor (Access to Controlled Goods)							
Restriction							
SECRET clearance with CEO applies							

*When release restrictions are indicated, specify if permanent residents are allowed to be included.

Security Requirement Checklist (SRCL) Supplemental Security Guide
W8486-217384 Amendment 2

Part B - Multiple Levels of Personnel Screening: Security Classification Guide <small>To be completed in addition to SRCL question 10.a) when multiple levels of personnel screening are therein identified. Indicate which personnel screening levels are required for which portions of the work/access involved in the contract.</small>			
Level of Personnel Clearance (e.g. Reliability, Secret)	Position / Description/Task	Access to sites and/or information. Levels of Information to be accessed.	Citizenship Restriction (if any)
Enhanced Reliability	All positions accessing Department of National Defense Facilities on a regular basis.	Minimum requirements for access to Department of National Defense facilities with the exception of sites and information indicated below.	None
Secret	All positions working with Classified or Protected information: <ul style="list-style-type: none"> • Operations Manager • On-Site Representatives 	Commensurate to the level of information.	None
Secret	All positions working in vicinity of communications security (COMSEC) information and assets.	Access to Canadian Army vehicles and facilities that have communications security (COMSEC) information and assets.	Canadian citizens. Requests for exception may be considered by CSE on a case by case basis

Part C – Safeguards / Information Technology (IT) Media – 11d = yes
IT security requirements must be specified in a separate technical document and submitted with the SRCL

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ANNEX D to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

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

ANNEX E to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

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

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

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

OR

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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

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ANNEX F

DND 626 TASK AUTHORIZATION FORM

Contract Item no. N° d'article du contrat		Services	Cost Prix
1			
		GST/HST TPS/TVH	
		Total	

APPLICABLE ONLY TO PWGSC CONTRACTS: The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract.
NE S'APPLIQUE QU' AUX CONTRATS DE TPSC : La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.

for the Department of Public Works and Government Services
 pour le ministre des Travaux publics et services gouvernementaux

DND 626 (01-03) Design: Forms Management 903-0202
 Conception: (Dossier des formulaires) 903-0202

**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 them one(x) that will apply to the task quote (e.g. milestone payments; per item rates/labour category hourly rates; travel and living rates; firm price/costing 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.

Expédié 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). **Note :** 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 (joindre 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 celles/celles qui s'appliqueraient à la soumission pour la tâche à accomplir (p.ex. acompte forcé sur les étapes franchies, taux quotidiens ou taux horaire établi selon la catégorie de main-d'œuvre, frais de déplacement et de séjour, prix fixe ou prix plafonné, etc.). Toutes les modalités du contrat s'appliquent à cette autorisation de tâche et ne peuvent être négociées 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 inscrit 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.

Note :
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.

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ANNEX G

PWGSC-TPSGC 1111 – CLAIM FOR PROGRESS PAYMENT



Public Works and Government Services Canada
 Travaux publics et Services gouvernementaux Canada

**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
	File No. - N° du dossier		Contract Serial No. N° de série du contrat
Contractor's Procurement Business Number (PBN) Numéro d'entreprise-appvisionnement (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	
Description: (Expenditures must be claimed in accordance with the basis and/or method of payment of the contract) Description : (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 GST 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		

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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.

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'oeuvre 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.

Contractor's Signature - Signature de l'entrepreneur

Title - Titre

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

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

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.

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.

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.

Contractor's Signature - Signature de l'entrepreneur

Title - Titre

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

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.

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.

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

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.

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

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

PWGS 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.

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.

Contracting Authority Signature de l'autorité contractante

Title - Titre

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

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

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

Client Signature du client

Title - Titre

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

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.

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.

Client Signature du client

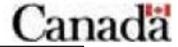
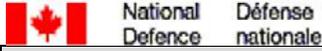
Title - Titre

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

PWGS TPSGC 1411 (2011-11)

ANNEX H

LOAN AGREEMENT



LOAN OF DEFENCE MATERIEL AGREEMENT

Covering the loan of Department of National Defence (DND) equipment in support of a valid DND contract (Repair & Overhaul and/or other)

DQA LOAN NUMBER:

INSTRUCTION TO CONTRACTOR/BORROWER:

1. Sign, scan and return to originator.
2. The following items are not to be included in this Agreement: consumable materials, equipment for catering contractors or commercially available equipment.

Contract Number:	Contract Description:
Loan duration:	
Address of Contractor:	Address for equipment delivery:
Contractor/borrower	DND Procurement Authority
Name:	Name and Rank:
Position:	Position:
Phone number:	Phone number:

Purpose of the loan:	Purposes for which the loaned materiel can be used:
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Buyer ID - Id de l'acheteur
004QT
CCC No./N° CCC - FMS No./N° VME

Security arrangements specific to this loan:	Person responsible for the care and custody of this equipment:
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LOAN AGREEMENT

BETWEEN

HIS MAJESTY THE KING IN RIGHT OF CANADA, as represented by the Minister of National Defence (hereinafter also referred to as "His Majesty" or "the Lender")

AND

XXXXXXXXXXXXXXXXXX, an entity which has the capacity and the authority to enter into this Loan Agreement, has its head office located at XXXX and is incorporated under the laws of XXX _____ (hereinafter referred to as the "Borrower")

WHEREAS the Borrower wishes to borrow from His Majesty certain movable public property, other than money, to be used exclusively and solely by the Borrower which is listed and more particularly described in Schedule A to this Loan Agreement and includes any item of it listed in Schedule 'A'; and

WHEREAS His Majesty considers that the national interest would be served in loaning the above mentioned public property to the Borrower and, as a result, has decided to enter into an agreement with the Borrower pursuant to, and in accordance with, the terms and conditions hereinafter set forth;

NOW THEREFORE this Loan Agreement witnesses that His Majesty and the Borrower have, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1 – Interpretation

In this Loan Agreement, unless the context otherwise requires:

- a. "Contract" means X contract, dated x, x, 20xx, between X and X;
- b. Loan Agreement means this loan agreement, including its Schedule(s), as amended from time to time;
- c. "Parties" means His Majesty and the Borrower and "Party" means each one of His Majesty and the Borrower; and
- d. "Property" means the public property listed and more particularly described in Schedule A to this Loan Agreement and includes any item of it. Property shall also include all parts, mechanisms and devices and replacement of Property, including any item of it, in accordance with Articles 11 and 12, unless the context otherwise requires.

Article 2 – Loan

- (1) Subject to the terms and conditions of this Loan Agreement, His Majesty shall loan the Property to the Borrower for the exclusive and sole use of the Borrower for a term commencing on the Effective Date and ending on the date of the linked contract.

- (2) After the Effective Date, before the Property, including each item, will be released by the Lender to the Borrower, the Borrower shall submit a request in writing to the DND Procurement Authority responsible for the Contract.
- (3) The Property shall always remain and be deemed to be personal and movable public property of Her Majesty.

Article 3 – Description and Value of Loan Property

- (1) The Property, and its value, is described in Schedule A to this Loan Agreement.
- (2) His Majesty's loan control number is xxxxxxxxxxxxxx and shall be quoted on all correspondence.
- (3) The Unit Price of each individual item of Property is listed in Schedule A to this Loan Agreement. The Borrower acknowledges and agrees that the aggregate value of the Property is \$xxxxxxx as of the date of this Loan Agreement, and may be subject to future adjustment upon request. Any such adjustment shall be made to Schedule A without the need for a formal amendment to this Loan Agreement.

Article 4 - Purpose of Loan Agreement

- (1) Both Parties agree and acknowledge that the purpose of this Loan Agreement is to allow the Borrower to use the Property, as received, in support of the Borrower performing the work for the Department of National Defence under the Contract. The Property is subject to the general terms and conditions of the Contract.
- (2) The Borrower shall not use the Property for commercial work or other work in support of the Department of National Defence without the prior written consent of the Lender.

Article 5 – Costs

- (1) The Borrower shall bear all costs and expenses, including but not limited to labour and materials, associated with this Loan Agreement and the loan of the Property, including but not limited to transportation (including but not limited to packaging, storage and shipping) in taking receipt of and returning the Property, losses and deficiencies, insurance, repairs, maintenance and laundering where applicable.

Article 6 – Property Identification

- (1) The Borrower shall ensure that the Property, including each item, is at all times clearly identified as the property of the Government of Canada.
- (2) The Borrower shall ensure that the Property, including each item, is at all times either tagged or labeled with a clearly visible identification number corresponding to that shown in the Loan Agreement.
- (3) The Borrower shall change the identification number referred to in Article 6 (2) within thirty (30) days of being notified of a change to the number by the Lender.

Article 7 – Inspection

- (1) The Lender shall have the right to inspect the Property, including each item, at the location where it is stored and/or used by the Borrower at any reasonable time and to view its state of repair.
- (2) The Borrower shall provide the Lender, and the Lender's servants, employees, members of Her Majesty's armed forces, agents, contractors and assigns, access to the location(s) stated in Article 7 (1) on the date(s) and time(s) requested by the Lender and shall provide the Lender all reasonable assistance required for that purpose.

Article 8 – No Charge for Loan of the Property

No charge shall be payable by the Borrower to the Lender for the loan of the Property under this Agreement.

Article 9 – Safekeeping of the Property

The Borrower shall be responsible for the proper custody, safe keeping, care and maintenance of the Property while it is in the possession, custody or control of the Borrower or its employees, contractors, agents or assigns.

Article 10 - Stocktaking / Disposal

- (1) The Borrower shall comply with the requirements and responsibilities included in the Department of National Defence Supply Administration Manual, Chapter 6.3 Government Owned Materiel in Contractor Custody, Paragraphs 2.33-2.35, and Chapter 4.3 Stocktaking, all as amended from time to time. The Borrower will carry out a manual stocktaking of all loaned Property at the frequency indicated by each loaned items' cycle count indicator and directed by the Borrower.
- (2) In addition to the requirements in Article 10 (1), the Borrower shall carry out a review of the Property annually to determine if the Property is, in whole or in part, no longer required for the Borrower to perform the work under the Contract.
- (3) The Borrower shall request in writing the Contract Procurement Authority's prior written permission to dispose of and/or transfer the Property, in whole or in part, that meet the criteria in Article 10 (2) and shall prepare and handle the necessary documentation.

Article 11 – Repair and Maintenance

- (1) Subject to Article 12, the Borrower shall, at its own cost and expense, maintain, service and keep the Property in good repair, condition and working order, to the satisfaction of the Lender, including the maintenance and calibration in accordance with Lender standards or instructions, where provided, during the term of this Loan Agreement and shall furnish and install all parts, mechanisms and devices required therefore. All parts, mechanisms and devices so furnished and installed shall immediately become part of the Property for all purposes thereof and all parts, mechanisms and devices which have been replaced or are no longer required shall be returned to the Lender within a reasonable delay.
- (2) The Borrower shall be responsible to the Lender for any loss or damage resulting from the Borrower's failure, in the Lender's opinion, to comply with Article 11(1) and/or Article 12(1), other than loss or damage, as determined by the Lender, caused by ordinary wear and tear.

Article 12 – Loss or Damage

- (1) In the event that any item of the Property shall become, for any reason, lost, stolen, or in the Lender's opinion destroyed or damaged beyond repair, or in the event of any condemnation, confiscation, theft or seizure or expropriation of such items, other than a confiscation, seizure or expropriation by His Majesty, the Borrower shall, within two (2) working days of the occurrence of any of the foregoing events, promptly inform the Contract Procurement Authority in writing thereof.
- (2) The Lender may elect to receive a cash payment equal to the replacement value of such item as listed in Schedule A to the Loan Agreement or to direct the Borrower to take immediate steps to cause the replacement of such item with property which is free and clear of all liens and encumbrances and which, in the opinion of the Lender, is similar in condition and value to the item of Property prior to the occurrence of any of the foregoing events. Such replacement shall take place at the Borrower's expense and, upon completion of the replacement, such replacement or part shall be included in the definition of Property in this Loan Agreement. The replaced item of the Property shall be returned by the Borrower to the Lender within a reasonable delay and, once received by the Lender, shall be released from the terms of this Loan Agreement. Schedule A to this Loan Agreement will be updated to reflect this Article 12 without a formal written amendment to the Loan Agreement.
- (3) The Lender agrees not to elect to receive a cash payment if the item of the Property is still required to complete the purpose as specified in Article 4 or if the Borrower's insurance policy precludes the payment of cash instead of replacing the Property, as evidenced to the reasonable satisfaction of the Lender.

Article 13 - Termination / Return of Equipment

- (1) After twenty-four (24) hours' notice to the Borrower, the Lender may terminate this Loan Agreement or any part thereof at any time, and recall the Property concerned with that termination.
- (2) Unless the Lender otherwise advises the Borrower in writing, the Borrower shall return the Property to the destination designated in the return notice upon the expiration of the Loan Agreement. In the event that the Borrower completes its work under the Contract prior to the expiration of the Loan Agreement, the Borrower shall request return instructions from the Lender. When the Property is ready to be returned to the Lender, the Borrower shall prepare a condition report and advise the Procurement Authority to arrange for any necessary inspection and evaluation of the condition of the Property. The Property shall be properly identified with a condition tag (CF942) duly filled out, cleaned, in good condition and the proper packaging method shall be used. If the property is not returned to the Borrower within 90 calendar days of the termination of the Loan Agreement, the Lender may designate that property as lost and Article 12 of this contract shall apply.

Article 14 – Capability of the Property upon Return

- (1) Upon the expiry of this Agreement or its earlier termination under Article 11(1), the Borrower guarantees that, on the return of the Property, the Property will be in good repair condition and working order, reasonable wear and tear, as determined by the Lender, excluded.
- (2) The Borrower agrees to fulfill the guarantee in Article 18(1) by demonstrating to the Lender, at the Borrower's cost and expense, the proper operation of the Property as part

of the Borrower's operating system immediately prior to returning the Property to the Lender.

Article 15 – Condition / Limitation of Liability and Indemnity

- (1) The Borrower acknowledges and agrees that the Property will be loaned to the Borrower "as is" by the Lender. The Borrower acknowledges and agrees that the Lender has not made or shall be deemed to have made, by virtue of having loaned the Property to the Borrower or otherwise, any representations, warranties or guarantees, whether express or implied, as to:
 - a. the condition, quality, safety, correctness, accuracy or fitness for a particular purpose of the loaned Property; or
 - b. that specific results will be obtained from the use of the Property; or
 - c. that the Property is suitable for the Borrower's purposes.
- (2) The Lender agrees and acknowledges that the Lender shall not assume any liability for the Borrower's results or lack of results achieved or the ability or inability of the Borrower to use the Property arising from any cause.
- (3) The Borrower shall be responsible and liable and agrees that the Lender shall not be responsible or liable, for any loss, claim, action, demand, damage or proceeding of any kind arising out of or related to this Loan Agreement or caused by the Property or the transportation, operation, use of or possession, custody or control of the Property by the Borrower or the Borrower's employees, contractors, agents and assigns, to the Borrower, the Lender or third parties.
- (4) The Borrower shall be responsible and liable, and agrees that the Lender shall not be responsible or liable, for any loss, theft, destruction, damage, condemnation, confiscation, seizure or expropriation or other event to the Property while in the Borrower's or its employees', contractors', agents' and assign's possession, custody or control.
- (5) His Majesty shall not be liable for indirect or consequential damages or for any purely economic loss or loss of profit arising from the performance of, or failure to perform, any provision of this Loan Agreement.
- (6) The Borrower shall at all times indemnify and save harmless His Majesty, His Officers, servants, agents, employees, contractors, assigns and members of His Majesty's armed forces from and against all claims, demands, damages, losses, costs, expenses, actions, causes of action, suits or other proceedings and claims of any kind by whomsoever made, including but not limited to those related to injury to persons (including injuries resulting in death) and loss of or damage to property of the Parties or third parties, brought or prosecuted, in any manner based upon, occasioned by, or attributable to the loan of the Property or as a result of the operation, use, possession, custody, control or transportation of the Property by the Borrower or its employees, contractors, agents and assigns or any action taken or things done by virtue of this Loan Agreement.

Article 16 - Effective Date and Renewal

- (1) The Effective Date of this Loan Agreement shall be upon the date that the last signing authority executes this Loan Agreement.

-
- (2) Upon the written request of the Borrower at least thirty (30) working days before the end date of the Agreement, the Lender may, by way of amendment, extend the term of this Loan Agreement for consecutive periods not to exceed two (2) years for each consecutive period, on the same terms and conditions as herein contained, save and except as to term.

Article 17 – Encumbrance/Assignment

- (1) The Borrower shall not lease, sell, dispose of or accept any remuneration for the use of, the Property, in whole or in part, or suffer any lien, mortgage, hypothec or pledge upon any interest in the Property.
- (2) This Loan Agreement shall not assigned, in whole or in part, by the Borrower without the prior written consent of His Majesty and any assignment made without such consent shall be of no force or effect in relation to any obligations or liabilities due to His Majesty pursuant to this Loan Agreement.

Article 18 – Governing Law

This Loan Agreement, including all matters relating to its validity and performance, shall be interpreted, construed and governed by the laws in force in the Province of *Ontario*.

Article 19 – No Agency, Partnership, Employee/Employer, Joint Venture Member

Neither Party is an agent, partner, employee/employer or joint venture member of or for the other for any purposes of this Loan Agreement and nothing in this Loan Agreement shall be construed to enable either to act or represent themselves as such.

Article 20 – Entire Agreement

This Loan Agreement shall constitute the entire and sole agreement between the Parties with respect to the loan of the Property and shall supersede all other communications, negotiations, representation or warranty, arrangements and agreements of any nature between them prior to the Effective Date of this Loan Agreement.

Article 21 - Notices

- (1) When either Party is obligated or entitled to give any notice, request, approval, demand, consent, direction or any other communication, hereinafter referred to as "Notice", to the other, such Party shall first communicate the substance thereof as expeditiously as possible. Such Notice however shall only be effective as stipulated below.
- (2) Any Notice pursuant to this Loan Agreement shall be in writing and shall be given by hand delivery or email to the appropriate official as identified hereinafter.
- (a) If hand delivered, such Notice shall be deemed to have been validly received on the date of its reception and if sent by email on the date of its transmittal.
- (b) Any Notice or correspondence related to this Loan Agreement shall be addressed to the respective Parties at the following addresses:

To the Lender: TBD

To The Borrower: TBD

- (3) Either Party may, by Notice, change any of the above designations.

Article 22 – Amendments and Waivers

- (1) This Loan Agreement shall not be amended except expressly, in writing, by authorized representatives of the Parties. No variation of any nature to this Loan Agreement and no representation, agreement, arrangement or other communication shall be binding on the Lender or the Borrower unless allowed for in this Loan Agreement or such is expressly contained in writing and executed by authorized representatives of the Parties, as an amendment to this Loan Agreement.
- (2) No waiver shall be valid, binding or affect the rights of the Parties, unless such waiver is given or made by the waiving Party by Notice.
- (3) A waiver by a Party of any provision of this Loan Agreement shall not constitute a continuing waiver nor a waiver of any other provision, unless such waiver expressly provides otherwise.

Article 23 – Loan Agreement to Ensure

This Loan Agreement shall ensure to the benefit of, and shall be binding upon, the successors and permitted assignees of His Majesty and of the Borrower.

Article 24 – Language of Choice

This Loan Agreement has been prepared in English in accordance with the wishes of the Parties hereto.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN DULY EXECUTED ON BEHALF OF THE PARTIES BY THEIR AUTHORIZED REPRESENTATIVES

Signed for and on behalf of:

His Majesty the King in Right of Canada acting through and represented by the Minister of National Defence

Name:

Title:

Date:

Signed for and on behalf of:

XXXXX acting through and represented by XXX

Name:

Title:

Date:

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004QT
 CCC No./N° CCC - FMS No./N° VME

SCHEDULE A

Date: Loan number:

The Property listed in Schedule "A" includes automated items, which are managed through DRMIS.

Qty	Unit of issue	Nato Stock Number	Description of Property	Cycle Count Indicator code	DMC	Value per unit (\$)	Total value
Total aggregate value of all Property subject to this Loan Agreement					\$0.00		

ANNEX I

NON-DISCLOSURE AGREEMENT

(To be signed by the commercial entities)

By participating in the Request for Information (RFI) process, and in consideration of the opportunity to participate in defining Canada's Weapon Effects Simulation (WES) Interim In-Service Support (ISS) (WES Interim ISS) procurement process, for being given access to information that is confidential, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the participant agrees to the terms of the following non-disclosure agreement (the "**Non-Disclosure Agreement**"):

- a) The participant acknowledges that Canada's security measures and many other aspects of the WES Interim ISS requirement are treated as confidential by Canada.
- b) For the purpose of this Non-Disclosure Agreement "Sensitive Information" means any documents, instructions, guidelines, data, material, advice or any other information relating to or regarding the WES Interim ISS requirement whether received orally, in printed form or otherwise that is identified by Canada as classified, protected, proprietary or sensitive either verbally in the case of oral communications or in writing in all other cases. Sensitive Information does not include any information that:
 - i) was already known to the participant before receiving it from Canada;
 - ii) becomes rightfully known to the participant from a third party not under any confidentiality obligation to Canada;
 - iii) is or becomes publicly available through no fault of or failure to act by the participant that would be a breach of this Non-Disclosure Agreement; or
 - iv) is required to be disclosed by law or regulation, including for a judicial proceeding.
- c) Subject to the provisions of this Non-Disclosure Agreement, the participant agrees not to disclose, nor permit the disclosure of any Sensitive Information to third parties, or use nor permit the use of, directly or indirectly, the Sensitive Information, except to the extent required in order to analyze possible potential designs or solutions as part of the RFI, provided those third parties have the requisite security clearances and have also agreed to keep the information confidential on terms and conditions substantially the same as those in this Non-Disclosure Agreement.
- d) The participants may choose to involve third parties including potential subcontractors in the RFI process provided that these third parties and their representatives must also have the requisite security clearances and have agreed in writing to keep all information confidential on terms and conditions substantially the same as those in this Non-Disclosure Agreement.
- e) If the participant chooses to involve third parties, the participant additionally agrees to immediately provide Canada, upon request, a list of the third parties and a brief description of the information disclosed to those third parties. Canada reserves the right to ask about details regarding the information disclosed.
- f) All Sensitive Information will remain the property of Canada and must be returned to the Contracting Authority or destroyed, at the option of the Contracting Authority, if requested

by the Contracting Authority, within 30 calendar days following that request. If requested by Canada, the participant must confirm that the information has been destroyed.

- g) Also, the participant must at all times treat information designated as Sensitive Information appropriately and ensure it cannot be accessed by anyone except a person with a "need to know" for the purpose of designing or proposing a solution or performing a resulting contract, provided that person also has the appropriate security clearance and has signed a non-disclosure agreement with terms substantially the same as those contained in this Non-Disclosure Agreement.
- h) The participant agrees that a breach of this Non-Disclosure Agreement may result in disqualification of the participant from any future related procurement(s) at any time, or immediate termination of any resulting contract. The participant also acknowledges that a breach of this Non-Disclosure Agreement may result in a review of the participant's security clearance and/or a review of the participant status as an eligible bidder for other requirements.
- i) The participant further acknowledges and agrees that Canada may be irreparably harmed if the participant breaches its confidentiality obligations under this Non-Disclosure Agreement and that such harm could not be compensated reasonably or adequately in damages. Canada is entitled to take such actions as it deems necessary to enforce this Agreement including injunctive and any other equitable remedies that it may wish to pursue.
- j) This Non-Disclosure Agreement remains in force indefinitely and, unless superseded or replaced in writing by Canada, applies to all information disclosed at any point in the WES Interim ISS procurement process, including, but not limited to, the Request for Information Phase, the Review and Refine Requirements Phase and the Request for Proposal Phase, and the resulting Contract Phase. If the participant wishes to be discharged from its obligations with respect to any records that include the Sensitive Information, the participant may return all the records to an appropriate representative of Canada including the Technical Authority or Contracting Authority as defined under the Contract or any alternative representative of Canada who is designated in writing, together with a reference to this Non-Disclosure Agreement. In that case, all Sensitive Information known to the participant and its personnel (i.e., Sensitive Information that is known, but not committed to writing) would remain subject to this Non-Disclosure Agreement, but there would be no further obligations with respect to the secure storage of the records containing that Sensitive Information (unless the participant created new records containing the Sensitive Information). Canada may require that the Entity provide written confirmation that all hard and soft copies of records that include Sensitive Information have been returned to Canada.
- k) This Non-disclosure Agreement constitutes the entire agreement between the participant and Canada pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the participant and Canada pertaining to the subject matter.
- l) If any provision of this Non-Disclosure Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such provision will be deemed deleted from this Non-Disclosure Agreement and replaced by a valid and enforceable provision which so far as possible achieves the intent in agreeing to the original provision. The remaining provisions of this Non-Disclosure Agreement will continue to be in full force and effect.
- m) A failure to insist upon strict compliance with any of the terms of this Non-Disclosure Agreement in any instance shall not be construed as a waiver of such terms in the future.

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004QT
CCC No./N° CCC - FMS No./N° VME

- n) This Non-Disclosure Agreement is governed by the laws in force in the Province of Ontario, including the federal laws applicable therein without regard to any choice of law rules. The courts of the Province of Ontario will have exclusive jurisdiction over all matters arising in relation to this Non-Disclosure Agreement and the participant hereby submits to the jurisdiction of the courts of the Province of Ontario.

Executed this ___ day of ___ [insert year] by

[Supplier-Commercial Entity, please insert legal name here], by its Authorized Signatory

Signature:
Title:
Print Name:

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ANNEX J

INFRASTRUCTURE LICENSING AGREEMENTS

(To be provided at final Request for Proposal release)

ANNEX K

INSURANCE REQUIREMENTS

K1. Commercial General Liability Insurance

The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

The Commercial General Liability policy must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by PWGSC.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

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- n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
 - o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
 - p. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - q. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

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

K2. Automobile Liability Insurance

The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.

The policy must include the following:

- a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence;
- b. Accident Benefits - all jurisdictional statutes;
- c. Uninsured Motorist Protection;
- d. Trailer insurance policy or an endorsement added to insurance policy to cover trailers and their contents;

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

K3. Warehouseman's Legal Liability Insurance

The Contractor must obtain Warehouseman's Legal Liability Insurance coverage on Government Property, and maintain it in force while under its care, custody or control for storage, in an amount of not less than \$ _____. The Government's Property must be insured on a _____ basis. (Contracting officers must insert one of the following basis of valuation: "Replacement Cost (new)"; "Actual Cash Value (depreciated cost)" or "Agreed Value (appraisal)")

Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to Government Property to ensure that claims are properly made and paid.

The following endorsements must be included:

- a. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- b. Settlement of Claims: The insurance proceeds regarding any loss of or damage to Government Property must be payable to the appropriate party as directed by the Contracting Authority.
- c. Loss Payee: Canada as its interest may appear or it may direct.
- d. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Department of National Defence and PWGSC for any and all loss of or damage to the property however caused.

K4. All Risk Property Insurance

The Contractor must obtain All Risks Property insurance while the Government Property is under its care, custody or control, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$ _____. The Government's Property must be insured on _____ basis. (Contracting officers must insert one of the following basis of valuation: "Replacement Cost (new)"; "Actual Cash Value (depreciated cost)" or "Agreed Value (appraisal)")

Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.

The All Risks Property insurance policy must include the following:

- a. Notice of Cancellation: The Contractor will provide the Contracting Authority at least thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- b. Loss Payee: Canada as its interest may appear or as it may direct.
- c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Department of National Defence and PWGSC for any and all loss of or damage to the property however caused.

K5. All Risk in Transit Insurance

The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of not less than \$ _____ per shipment. Government Property must be insured on _____ basis. (Contracting officers must insert one of the following basis of valuation: "Replacement Cost (new)"; "Actual Cash Value (depreciated cost)" or "Agreed Value (appraisal)").

Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.

The All Risk Property in Transit insurance must include the following:

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

Loss Payee: Canada as its interest appears or as it may direct.

Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Department of National Defence and PWGSC for any and all loss of or damage to the property however caused.

Solicitation No. - N° de l'invitation
W8486-217384
Client Ref. No. - N° de réf. du client
W8486-217384

Amd. No. - N° de la modif.
File No. - N° du dossier
W8486-217384

Buyer ID - Id de l'acheteur
004QT
CCC No./N° CCC - FMS No./N° VME

ANNEX L

L1 INDIGENOUS PARTICIPATION PLAN

See Attachment A – Indigenous Procurement Plan Template for further details.