



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

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

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> HHTI-LR RFP TL ITP-LP DS	
<b>Solicitation No. - N° de l'invitation</b> W8476-226536/B	<b>Date</b> 2024-01-02
<b>Client Reference No. - N° de référence du client</b> W8476-226536	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$QD-030-29257	
<b>File No. - N° de dossier</b> 030qd.W8476-226536	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Standard Time EST <b>on - le 2024-02-13</b> Heure Normale du l'Est HNE	
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Brière-Provost, Mathieu	<b>Buyer Id - Id de l'acheteur</b> 030qd
<b>Telephone No. - N° de téléphone</b> (819) 790-1635 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Defence Communications Division. (QD)  
11 Laurier St./11, rue Laurier  
Place du Portage, Phase III, 8C2  
Gatineau, Québec K1A 0S5

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

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## PART 1 - GENERAL INFORMATION

### Laser Range Finder Hand-Held Thermal Imager -- Long Range (LRF HHTI-LR) Procurement

The Canadian Armed Forces (CAF) require the ability to detect, identify, target and track threats or objects of interest within the battlespace. One key tool carried by our troops - and currently past its end of life - is a hand-held thermal imager with a laser range finding capability. This capability gap will be resolved through the procurement of the LRF HHTI-LR System. The main component of this system is a hand-held binocular device with a laser range finder, a cooled thermal channel, a secondary channel for day & low light conditions and a laser pointer. The LRF HHTI-LR will be used by soldiers and sailors to enable timely detection, recognition and identification of objects of interest under varying conditions of light and visibility. It will be capable of accurate geolocation and imaging of targets and onward transmission of target data and imagery to other systems. The system will be used by the Canadian Army in the roles of combat arms leader, sniper, reconnaissance and other similar roles. It will also be used by the Royal Canadian Navy by boarding parties, to enhance general situational awareness, and for security surveillance when in port.

This Request for Proposal (RFP) process will result in 1 evaluation phase, comprised of multiple steps, which will result in 2 contracts, 1 Acquisition contract and 1 In-Service Support contract, that will be awarded to the same company.

#### 1.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 and 7 - Resulting Contract Clauses;
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 6 and 7 - Resulting Contract Clauses;
  - (b) the Bidder's security capabilities must be met as indicated in Part 6 and 7 - Resulting Contract Clauses.
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

#### 1.2 Debriefings

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

#### 1.3 Canada Post Corporation's (CPC) Connect service

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

Solicitation No. - N° de l'invitation

W8476-226536

Client Ref. No. - N° de réf. du client

W8476-226536

Amd. No. - N° de la modif.

File No. - N° du dossier

036QD.W8476-226536

Buyer ID - Id de l'acheteur

036QD

CCC No./N° CCC - FMS No./N° VME

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## 1.4 Controlled Goods

This procurement is subject to the Controlled Goods Program. The Defence Production Act defines Canadian Controlled Goods as certain goods listed in Canada's Export Control List, a regulation made pursuant to the Export and Import Permits Act (EIPA).

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

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

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

Delete: 60 days  
Insert: 180 days

### 2.2 Submission of Bids

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

To submit a bid using epost Connect service, the Bidder must either:

- 1- Send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
- 2- send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, in order to ensure a response, an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.

If the Bidder sends an email requesting epost Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003 \(Para 8.2\)](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

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

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested

improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 15 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

### 2.3 Former Public Servant

[A3025T](#) (2020-05-04), Former Public Servant - Competitive Bid

### 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 15 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 Bid Challenge and Recourse Mechanisms

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

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid in accordance with section 08-2 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

- 3.1.1 Bids must be submitted by using the epost Connect service provided by Canada Post Corporation.  
The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC headquarters is: [tpsgc.dgareceptiondessomissions-abbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessomissions-abbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca)
- 3.1.2 To submit a bid using epost Connect service, the Bidder must either:
- 1- Send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
  - 2- send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- 3.1.3 If the Bidder sends an email requesting epost Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
- 3.1.4 If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after the solicitation closing date and time.
- 3.1.5 The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
- 3.1.6 It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
- 3.1.7 For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
- i. receipt of a garbled, corrupted or incomplete bid;
  - ii. availability or condition of the epost Connect service;
  - iii. incompatibility between the sending and receiving equipment;
  - iv. delay in transmission or receipt of the bid;
  - v. failure of the Bidder to properly identify the bid;
  - vi. illegibility of the bid;

vii.security of bid data; or,  
viii.inability to create an electronic conversation through the epost Connect service.

- 3.1.8 The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- 3.1.9 Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
- 3.1.10 A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.

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

Bidders must submit their technical bid in accordance with the Technical Bid Evaluation - Instructions to Bidders and Evaluation Procedures at Annex H.

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

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

### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment at Annex A.

### **Section III: Certifications**

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

### **Section IV: Industrial and Technological Benefits Bid**

Bidders must submit the required certifications and information required in accordance with Annex C - industrial and Technological Benefits of the RFP.

### **3.2 Electronic Payment of Invoices – Bid**

If the bidder is willing to accept payment of invoices by Electronic Payment Instruments, complete Annex F - Electronic Payment Instruments, to identify which ones are accepted.

If Annex F - 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.

### **3.3 Technical Difficulties of Bid Transmission**

Despite anything to the contrary in (05), (06) or (08) of 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.

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

Canada will use the Phased Bid Compliance Process described below.

### **4.1 Phased Bid Compliance Process**

#### **4.1.1 (2018-07-19) General**

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

The bidder acknowledges that the reviews in phase i and ii of this PBCP are preliminary and do not preclude a finding in phase iii that the bid is non-responsive, even for mandatory requirements which were subject to review in phase i or ii and notwithstanding that the bid had been found responsive in such earlier phase. Canada may deem a bid to be non-responsive to a mandatory requirement at any phase. The bidder also acknowledges that its response to a notice or a compliance assessment report (CAR) (each defined below) in phase i or ii may not be successful in rendering its bid responsive to the mandatory requirements that are the subject of the notice or CAR, and may render its bid non-responsive to other mandatory requirements.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2022-03-29) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late

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receipt by Canada of a response, however caused.

#### 4.1.2 (2018-03-13) Phase I: Financial Bid

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

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- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

#### 4.1.3 (2018-03-13) Phase II: Technical and ITB Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical and ITB Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion on a paper based evaluation. This review will not assess whether the Technical and ITB Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.

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- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **4.1.4 (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 , through a Live Demonstration of both mandatory and rated criteria, and an evaluation of the Financial and Industrial and Technological Benefits Bid.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

#### **4.2 Evaluation Procedures**

- a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical, financial, and Industrial and Technological Benefits - Value Proposition evaluation criteria.
- b) An evaluation team composed of representatives of Canada and consultants will evaluate the bids.
- c) PSPC will engage the services of a fairness monitor for this procurement. The fairness monitor will not be part of the evaluation team but will observe the evaluation of the bids with respect to Canada's adherence to the evaluation process described in this bid solicitation.
- d) Please note that adding, deleting or modifying any clause in this request for proposal will automatically render the bid non-compliant. If the bidder feels that any part of the document is not clear and needs clarification, we strongly encourage the bidder to ask any question at the solicitation phase and Canada will answer through a Question and Answers type amendment.

#### **4.2.1 Technical Evaluation**

- a) Mandatory requirements that are subject to evaluation are listed in Annex H-2B SRS Compliance Matrix and will be assessed on a Pass or Fail basis.
- b) Bidders must meet all Mandatory Requirements as specified in Annex H-2B SRS Compliance Matrix. If any of the Mandatory Requirements are not met, the bid will be deemed non-responsive and will not be further evaluated.
- c) The technical evaluation will be conducted in accordance with Annex H-2B SRS Compliance Matrix.
- d) The Phased Bid Compliance Process will apply to all Mandatory Technical Criteria but does not apply to gate 2a, 2b and 3.

#### **4.2.2 Industrial and Technological Benefits (ITB) Evaluation**

- a) Value Proposition evaluation criteria are detailed in Annex C.
- b) The Phased Bid Compliance Process will apply to all Mandatory ITB - VP Criteria.

#### **4.2.3 Financial Evaluation**

- a) The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.
- b) Pricing submitted in a foreign currency will be converted to Canadian dollars based on the exchange rate provided by the Bank of Canada, at 16h30 on the date of Bid closing. Canada will use this website to calculate the exchange rate: <https://www.bankofcanada.ca/rates/exchange/daily-exchange-rates/>. Unless otherwise stated by the Bidder, it will be assumed that the bid is being submitted in Canadian currency.
- c) Exchange rate fluctuation protection is not offered for this requirement. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive. However, Bidders may choose to submit their bids in the currency of their choice. A bid submitted in multiple currencies will not be deemed compliant. The Contract will be awarded in Canadian dollars.
- d) The Bid Weighted Price will be evaluated using the Financial Bid Evaluation Methodology described below at 4.3.1.
- e) The bidder must fill Annex A, Basis of Payment and follow the instructions on this spreadsheet in order to be deemed compliant.
- f) The Phased Bid Compliance Process will apply to all Financial Bid Evaluation.

### **4.3 Basis of Selection**

#### **4.3.1 Basis of Selection - Highest responsive combined rating**

- a) To be declared responsive, a bid must:
  - 1. comply with all the requirements of the bid solicitation;
  - 2. meet all mandatory evaluation criteria; and
  - 3. obtain the required minimum points for the technical evaluation and Industrial and Technological Benefits criteria which are subject to point rating.

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4. Bids not meeting (1) or (2) or (3) above will be declared non-responsive.

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

c) To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained divided by the maximum number of points available, then multiplied by the weighting of 30%.

d) To establish the pricing score, each responsive bid will be prorated against the lowest Financial Bid's Weighted Price and the ratio of 55%. The items % weight is specified in the Annex A - Basis of Payment.

The calculation to determine the pricing points will be as follow:

(Lowest extended price given in a bid / Evaluated Bid) multiplied by the item's weight %

For example, for item 1.1 LRF HHTI LR System worth 32% of the pricing points: If we evaluate Bidder A who has bid 1,000\$ (extended price), and the lowest bid was made by Bidder B at 800\$, then the calculation would be:

$$(800\$ / 1000\$) \times 32\% = 25.6\%$$

e) To establish the Value Proposition score, each responsive bid will be evaluated in accordance with Annex C - ITB Evaluation Plan.

f) For each responsive bid, the technical merit score, the pricing score, and the value proposition score will be added to determine its combined rating.

g) After the technical, financial and ITB evaluation are done, the three scores in % will be added to create the final scoring.

h) Neither the responsive bid obtaining the highest technical score nor the one with the lowest Financial Bid's Weighted Price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit, price, and ITB-VP will be recommended for a contract award.

## **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 declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### **5.1.2 Asbestos**

Subject to the evaluation procedures contained in the bid solicitation, bidders/suppliers acknowledge that only bids with a certification that the equipment offered is asbestos-free will be considered. Failure to provide this certification completed with the bid will result in the equipment offered being treated as containing asbestos and the bid non-compliant.

The Bidder certifies that:

( ) the equipment offered is asbestos-free.

### **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 provided will render the bid non-responsive.

#### **5.2.1 Security Requirements – Required Documentation**

In accordance with the [requirements of the Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>), the Bidder must provide a completed Contract Security Program Application for Registration (AFR) form to be given further consideration in the procurement process.

Bidders are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, bidders who do not provide all the required information at bid closing will be

given the opportunity to complete any missing information from the AFR form within a period set by the Contracting Authority. If that information is not provided within the timeframe established by the Contracting Authority (including any extension granted by the Contracting Authority in its discretion), or if Canada requires further information from the bidder in connection with assessing the request for security clearance (i.e., information not required by the AFR form), the Bidder will be required to submit that information within the time period established by the Contracting Authority, which will not be less than 48 hours. If, at any time, the Bidder fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared non-compliant.

## 5.2.2 Controlled Goods and Dual-Use Goods

### 1. Controlled Goods and Dual-Use Goods - General

#### a. Bid Involving Production of or Access to Controlled Goods

(1) When the Bid solicitation will result in a contract involving the production of or access to controlled goods, as defined under and subject to the *Defence Production Act*, R.S. 1985, c. D-1, (section 35 and Schedule to the Act) Bidders are advised that under Canada's legislation only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) may lawfully examine, possess, or transfer controlled goods. Details on how to register under the CGP are available at: <https://www.tpsgc-pwgsc.gc.ca/pmc-cgp/enregistrement-register/ld-nscrptn-gl-rgstrtn-eng.html>.

Requirements are as follows:

(a) When the Bid solicitation includes controlled goods information, controlled technology or controlled technical data, the Bidder and any subcontractor must be registered, exempt, or excluded under the CGP before receiving the Bid solicitation. Requests for technical data or specifications related to controlled goods should be made in writing to the Procurement Practitioner identified in the Bid solicitation and must contain the following details:

- i. A valid CGP registration number and expiry date in the case of persons authorized to do business in Canada; or
- ii. 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 controlled technology or controlled technical data 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 and/or authorized by the applicable foreign country 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 the contract award, the successful Bidder 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 successful Bidder has provided proof, satisfactory to the Procurement Practitioner that the successful Bidder and any subcontractor are registered, exempt, or excluded under the CGP.

(d) Failure to provide proof, satisfactory to the Procurement Practitioner, 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 the 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.

(e) Bidders are advised that all information provided 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.

(2) Before receiving the goods, technology and technical data and /or before giving access to the controlled goods, technology and technical data to any other third party, the Bidder must obtain retransfer authorization through the Procurement Practitioner.

(3) When the successful United States (U.S.) Bidder and/or any U.S. subcontractor manufacture or export defense articles covered under the United States Munitions List (USML), the successful Bidder and/or any U.S. subcontractor must be registered, at time of contract award, with the U.S. Department of State in accordance with the ITAR. All successful U.S. Bidder and/or any subcontractor must provide their U.S. Department of State certificates to confirm their registration status.

(4) (Optional) Demilitarization Instructions. The company must provide demilitarization instructions drafted as per the Business Owner's requirements for any new Controlled Goods procured under this Contract.

**b. Bid involving Production of or Access to Dual-Use Goods**

(1) When the Bid solicitation and/or resulting contract includes Dual-Use Goods, Bidders are advised that access to Dual-Use Goods, technology and technical data is subject to export control regulations and may require transfer approval by the applicable foreign country.

(2) When the Bid solicitation and/or resulting contract includes Dual-Use Goods, requests for goods, technology and technical data related to Dual-Use Goods, should be made in writing to the Procurement Practitioner identified in the Bid solicitation.

(3) The Bidder must obtain retransfer authorization through the Procurement Practitioner before receiving the goods, technology and technical data and /or before giving access to the Dual-Use goods, technology and technical data to any third party.

**2. Identification and Marking of Controlled Goods and Dual-Use Goods**

**a. Identification of Controlled and Dual-Use Goods**

(1) **Controlled Goods:** Use the following Clause when a Bid involves controlled goods.

When the Bid solicitation process involves Controlled Goods as defined in the Schedule to the Defence Production Act, the Bidder must identify those controlled goods to the Department of National Defence.

(2) **Dual-Use Goods: Use the following Clause when a Bid involves dual-use goods.**

When the Bid solicitation process involves Dual-Use Goods as listed on the Export Control List (groups 1, 2, 5 [article 5504]), or as found in the U.S. Commerce Control List (500 or 600 series), the Bidder must identify those Dual-Use Goods to the Department of National Defence. Dual-Use Goods are controlled in Canada under the *Export and Import Permits Act*.

**b. Marking of hard copy and electronic copy**

(1) On each page of the controlled drawings or technical documents, add "Controlled Goods/Marchandises contrôlées" or "Dual-Use Goods/marchandises à double usage", as applicable.

(2) On both the front & back pages of controlled documents, add the following notice:

This documentation contains Controlled Goods information in accordance with the Schedule to the Defence Production Act and, therefore, must be given the proper security to prevent the unauthorized examination, possession or transfer to a third party. Total destruction is required on disposal. Cette documentation contient des renseignements sur des marchandises contrôlées, conformément à l'annexe de la Loi sur la production de défense. Il faut donc lui accorder la protection appropriée afin d'en empêcher l'examen ou la possession par une personne non autorisée ou le transfert non autorisé à un tiers. La destruction totale est requise lors de l'élimination

(3) For deliverables provided in electronic format, the metadata file should identify the "controlled goods" or "dual-use goods" status of drawings and technical documents with a DMC of "D" for controlled items and DMC "A" for non-controlled items or a DMC of "Q" for export controlled items that do not require registration".

**3. Submission of Bids**

a. When the Bid response includes Controlled Goods and/or Dual-Use Goods, the Bidder must provide a copy of all documents associated with the export approval issued by a foreign government.

b. If the technical proposal package contains Controlled Goods as defined by the Defence Production Act, (i.e. controlled technical data or a sample of a controlled good) the Bidder must so inform the Contract Authority by adding the statement "This Bid Contains Controlled Goods" on the outer envelope of the Bid submission."

c. Bidders are advised that goods and technical data related to Controlled and Dual-Use Goods provided by Canada, are solely for the purposes of this Bid solicitation, are not to be copied, or used for any other purposes, or released to any third party without prior approval from the Procurement Practitioner.

**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](#) website.

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

#### **5.2.4 Insurance**

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.

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 6 - RESULTING CONTRACT CLAUSES, ACQUISITION CONTRACT**

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

### **6.1 Security Requirements**

**6.1.1** The following security requirements at Annex D1 (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

### **6.2 Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex B1.

### **6.3 Standard Clauses and Conditions**

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

#### **6.3.1 General Conditions**

[2030](#) (2022-12-01), General conditions: Higher Complexity - Goods, apply to and form part of the Contract.

#### **6.3.2 Supplemental General Conditions**

[4006](#) (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

[4010](#) (2022-12-01), Services: Higher complexity, apply to and form part of the Contract.

[4013](#) (2022-06-20), Compliance with on-site measures, standing orders, policies, and rules, apply to and form part of the Contract.

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The period of the Contract is from date of Contract award, with a duration of 2 years.

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional 1 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.

#### **6.4.2 Delivery Date**

All the deliverables must be received on or before 2 years after contract award.

### **6.4.3 Delivery Points**

Delivery of the requirement will be made to:

Department of National Defence  
25 CFSD Montreal  
6363 rue Notre Dame St. E  
Montreal, Quebec H1N 3V9

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Mathieu Brière-Provost  
Title: Team Leader, Procurement  
Public Works and Government Services Canada  
Acquisitions Branch  
Electronics, Munitions and Tactical Systems Procurement Directorate (EMTSPD)  
Address: Portage III, 11 rue Laurier, Gatineau, Québec, K1A 0S5

Telephone: 819 790-1635  
E-mail address: Mathieu.briere-provost

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.

#### **6.5.2 Project Authority**

The Project Authority for the Contract is:

To be determined at contract award

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project 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.

#### **6.5.3 Contractor's Representative**

To be determined at contract award

### **6.6 Payment**

#### **6.6.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under this Contract, the Contractor will be paid firm prices in accordance with Annex A – Basis of Payment (Acquisition).

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## 6.6.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ (*To be determined at contract award*) Customs duties are excluded and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. 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.
3. 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.

## 6.6.3 Limitation of Price

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.

## 6.6.4 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units 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 delivered has been accepted by Canada.

## 6.6.5 Task Authorization

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

### 6.6.5.1 Task Authorization Process

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

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### **Task Authorization Process:**

1. The Procurement Authority will provide the Contractor with a description of the task using the DND 626, Task Authorization Form specified in Annex E.
2. 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.
3. The Contractor must provide the Project 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.
4. The Contractor must not commence work until a TA authorized by the Project 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.

#### **6.6.5.1 Task Authorization Limit**

The Procurement Authority may authorize individual task authorizations up to a limit of \$(*To be determined at contract award*), Applicable Taxes included, inclusive of any revisions.

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

#### **6.6.5.2 Minimum Work Guarantee - All 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.

#### **6.6.5.3 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 30 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.

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

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

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

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s) (*If the bidder fills out Annex F and identifies an Electronic Payment Type, it will be identified here at contract award*):

- 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)

## **6.8 Invoicing Instructions**

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

2. A separate Invoice must be submitted for:
  - a. Each SOW defined LRF kit (to include a LRF device and all components); and
  - b. Each ILS deliverable.
3. Each equipment invoice must be supported by:
  - a. A delivery document, validated by the designated DND Supply Depot as being compliant with the Packaging requirements specified in the Contract; and
  - b. A copy of the contracted warranty, with start/end dates.
4. Each ILS deliverable invoice must be supported by:
  - a. A delivery document, validated by the relevant a DND Receiving Authority; and
  - b. A copy of the receipts, vouchers for all travel and living expenses, if applicable.
5. Invoices must be distributed as follows:
  - a. One (1) copy must be forwarded electronically to the Procurement Authority for payment; and
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## **6.9 Certifications and Additional Information**

### **6.9.1 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.

### **6.9.2 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.

### **6.10 Applicable Laws**

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

### **6.11 Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions;
- (c) SACC Clause [2030](#) (2022-12-01), General conditions: Higher Complexity - Goods
- (d) Annex B1, Statement of Work Acq;

- (e) Annex D1, Security Requirements Check List Acq;  
(h) the Contractor's bid dated \_\_\_\_\_ (*insert at the time of contract award*)

## 6.12 Defence Contract

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

## 6.13 SACC Manual Clauses

SACC Manual clause [4003](#) (2010-08-16) Licensed Software  
SACC Manual clause [4006](#) (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information  
SACC Manual clause [A9062C](#) (2011-05-16) Canadian Forces Site Regulations  
SACC Manual clause [B1501C](#) (2018-06-21) Electrical equipment  
SACC Manual clause [C2000C](#) (2007-11-30) Taxes - Foreign-based Contractor  
SACC Manual clause [D5540C](#) (2021-05-20) ISO 9001:2015 Quality Management Systems - Requirements (Quality Assurance Code Q)  
SACC Manual clause [D5402C](#) (2021-05-20) Quality plan  
SACC Manual clause [D5510C](#) (2023-06-08) Quality assurance authority (Department of National Defence): Canadian-based contractor  
SACC Manual clause [D5515C](#) (2010-01-11) Quality Assurance Authority (Department of National Defence) - Foreign-based and United States Contractor  
SACC Manual clause [D6010C](#) (2007-11-30) Palletization  
SACC Manual clause [D5606C](#) (2017-11-28) Release documents (Department of National Defence): Canadian-based contractor  
SACC Manual clause [D5605C](#) (2021-05-20) Release Documents (Department of National Defence) - United States-based Contractor  
SACC Manual clause [D5604C](#) (2008-12-12) Release Documents (Department of National Defence) - Foreign-based Contractor  
SACC Manual clause [D5620C](#) (2012-07-16) Release Documents - Distribution

## 6.14 Controlled Goods Clause

### 1. Controlled Goods (only) – General.

#### a. Contract involving Production of or Access to Controlled Goods

(1) The Contract involves the production of or access to Controlled Goods as defined under and subject to the Defence Production Act, R.S. 1985, c. D-1, (section 35 and Schedule to the Act),

(2) The Contractor and any subcontractor, who are authorized to do business in Canada, 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 for registration or exemption is submitted to the CGP. No examination, possession or transfer of Controlled Goods can take place until the Contractor has provided proof, satisfactory to the Procurement Practitioner, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP.

(3) Failure to provide proof, satisfactory to the Procurement Practitioner, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP, within 30 calendar 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.

(4) When the Contract requires the manufacture or export of defense articles subject to the United States Munitions List (USML), the U.S. Contractor and/or any U.S. subcontractor are required to

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be registered at time of contract award with the U.S. Department of State in accordance with the ITAR. When the procurement is for Controlled Goods that falls under the USML, the U.S. Contractor and/or any U.S. subcontractor are to provide their U.S. Department of State certificate to confirm their registration status with the Director Defense Trade Control (DDTC).

(5) The Contractor, any subcontractors, and any other persons to whom the Contractor or its subcontractors will give access to the Controlled Goods must maintain current and valid registration, exemption or exclusion from the CGP for the duration of the Contract.

**(optional) Demilitarization Instructions.** The contractor must provide demilitarization instructions drafted as per DND requirements for any new Controlled Goods procured under this Contract and delivered to Business Owner.

## **2. Transfers/management of Controlled Goods or Dual-Use Goods.**

### **a. Transfer/management of Controlled Goods**

(1) When the Contract requires production of or access to Controlled Goods that are subject to the DPA, the Contractor and any subcontractor are hereby advised that, within Canada, only persons who are registered, exempt or excluded under the Control Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods.

(2) The Contractor must obtain written authorization from the Procurement Practitioner before receiving the goods, technology and technical data and/or before giving access to the Controlled Goods, technology and technical data to any third party.

(3) In those instances when licenses are required to ship/export these items, the contractor must obtain all licenses required by their government.

(4) The Contractor must account for the time required to obtain the licenses and for DND to obtain the retransfer approvals, in order to adjust the delivery schedule accordingly.

(5) The Contractor must provide to the Procurement Practitioner, a copy of the licenses associated with the acquisition, export and transfer approval, issued to them by a foreign government, prior to producing, accepting delivery or accessing the Control Goods.

(6) The Contractor and their subcontractor are hereby advised that controlled goods being accessed are subject to foreign export control regulations and as such, they must abide by and manage these controlled goods in accordance with the controls imposed by the country-of-origin regulations.

(7) The Contractor and their subcontractor are advised that goods, technology and technical data related to Controlled Goods provided by Canada, are solely for the purposes of this contract, are not to be copied, or used for any other purposes, or released to any third party without prior approval from the foreign country through the procurement practitioner.

### **b. Transfer/management of Dual-Use Goods**

(1) When the Contract requires the production of or access to Dual-Use Goods, the Contractor must provide to the Procurement Practitioner, a copy of the documents associated with the export and transfer approval, issued to them, by the foreign government, prior to producing, accepting delivery or accessing Dual-Use Goods.

(2) The Contractor must obtain authorization through the Procurement Practitioner before receiving the Dual-Use Goods, technology and technical data and/or before giving access to the Dual-Use Goods, technology and technical data to any third party.

(3) Any request to transfer Dual-Use Goods to a third party, including subcontractors, must be submitted to Canada, at least 60 calendar days before the planned transfer.

(4) The Contractor and their subcontractor are advised that goods, technology and technical data related to Dual-Use Goods provided by Canada, are solely for the purposes of this contract, are not to be copied or used for any other purposes, or released to any third party without prior approval from the foreign country through the procurement practitioner.

**c. Return of Controlled and Dual-Use Goods**

All Controlled and Dual-Use Goods related goods and technologies in possession of the Contractor must be returned to Canada, inclusive of any packing, shipping or delivery instructions, under the following circumstances:

- (1) whenever there is no more need or requirement for access, possession or transfer of one or more of the Controlled and Dual-Use Goods; or
- (2) at the expiry, or termination, of the Contract; or
- (3) as instructed by the Procurement Practitioner, in consultation with the Technical Authority.

**d. Security Breach within Canada – Controlled Goods**

Any security breach involving Controlled Goods identified in the Schedule to the *Defence Production Act* must immediately be reported to both the Procurement Practitioner and PSPC Controlled Goods Program.

**3. Identification and Marking of Controlled Goods and Dual-Use Goods.**

**a. Identification of Controlled and Dual-Use Goods**

- (1) **Controlled Goods:** Use the following statements when a contract involves 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 Business Owner.

- (2) **Dual-Use Goods:** Use the following statements when a contract involves dual-use goods.

The Contract involves Dual-Use Goods as listed on the Export Control List (groups 1, 2, 5 [article 5504]), or as found on the U.S. Commerce Control List (500 or 600 series). The Contractor must identify those dual-use goods to the Department of National Defence. Dual-Use Goods are controlled in Canada under the *Export and Import Permits Act*.

**b. Categorization of Controlled Goods and Dual-Use Goods**

When the Contract requires the production or provision of goods subject to any export control regulations, the contractor must provide, no later than the time of delivery, the complete reference to the category in the Schedule to the DPA, the specific references to the Wassenaar Arrangement, the European Union Military List, the European Union Dual-Use Category, the applicable USML reference in the ITAR, or the CCL category in the U.S. EAR under which the items are found. More precisely, every invoice, customs paperwork or end-use assurance must include the country export regulation the items originate from and provide the complete export regulation category code. Items that are serialized, the serial numbers must be listed on the invoice or on the customs paperwork. Submitted at least 60 days prior to the scheduled delivery date of the deliverable end item.

**c. Marking of hard copy and electronic copy**

(1) On each page of the controlled drawings or technical documents, add "Controlled Goods/Marchandises contrôlées" or "Dual-Use Goods/marchandises a double usage", as applicable.

(2) On both the front & back pages of controlled documents, add the following notice: This documentation contains controlled goods information in accordance with the Schedule to the Defence Production Act and, therefore, must be given the proper security to prevent the unauthorized examination, possession or transfer to a third party. Total destruction is required on disposal. Cette documentation contient des renseignements sur des marchandises contrôlées, conformément à l'annexe de la Loi sur la production de défense. Il faut donc lui accorder la protection appropriée afin d'en empêcher l'examen ou la possession par une personne non autorisée ou le transfert non autorisé à un tiers. La destruction totale est requise lors de l'élimination.

(3) For deliverables provided in electronic format, the Metadata file should identify the "controlled goods" or "dual-use goods" status of drawings and technical documents with a DMC of "D" for controlled items and DMC "A" for non-controlled items or a DMC of "Q" for export controlled items that do not require registration".

**d. Technical data summary**

The contractor shall furnish the Business Owner with a Technical Data Summary, a technical description or a technical specification, which shall include the physical and performance characteristics and a functional description of the deliverable end item, and where applicable a complete list of accessories and peripheral items required to complete the deliverable end item being supplied. For a deliverable end item procured by the contractor from a subcontractor or supplier, the contractor shall furnish the name of the manufacturer and its part numbers along with the necessary documentation.

**6.15 Packaging Requirement using Specification D-LM-008-036/SF-000 (Department of National Defence)**

The Contractor must prepare each HHTI system, which includes all the elements of Table 4.1 titled "Preliminary Equipment Breakdown Structure (with Field Manuals) of Annex B - Statement of Work, Acquisition, 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 1 kit, containing all the elements described above, by package.

**6.16 Shipping instructions (Department of National Defence)**

To be added at contract award.

## 6.17 Non-Conforming Deliveries

If the Contractor seeks to use non-conforming materials or work in the deliveries, the Contractor must follow D-02-006-008/SG-001 The Design Change, Deviation and Waiver Procedure and provide the related and completed form, which will be provided to the Contractor by the QAR when necessary.

FORM DND 675 – Request for Waiver or Deviation – is used to request and obtain waivers to permit the acceptance of items, which through error during manufacture, do not conform to the technical data requirements of the contract OR is used to request and obtain authorization for a temporary departure from the technical data requirements of the contract to be incorporated in any number of items being manufactured to the contract.

Waiver – The written authorization granted after manufacture to permit the acceptance of items which during production or after having been submitted for inspection, are found to depart from the technical data requirements of the contract, but are considered suitable for use “as is” or after approved repair.

Deviation – Written authorization for a temporary departure, granted prior to the manufacture of an item, to depart from a particular performance or design requirement of a contract, specification, or referenced document, for a specific number of items, a specified service, or a specific period of time. This departure is NOT recorded in the technical data for future manufacture.

The DND may approve or not approve the application for a Waiver or Deviation in its sole and absolute discretion and may provide approval subject to any amendments to, or conditions on, the approval of the application for a Waiver or Deviation which are deemed necessary by DND.

Any approval of an application for a Waiver or Deviation will not release the Contractor from due performance of its obligations under the contract, except to the extent specifically set out in the approved application for a Waiver or Deviation.

If an application for a Waiver or Deviation is approved, the Contractor must undertake all actions to rectify the non-conformance IAW the timeframes and any other requirements for such rectification, or to meet any conditions specified in the approved application for a Waiver or Deviation.

When the Contractor has rectified the non-conformance(s) in an approved application for a Waiver or Deviation, it must notify the QAR and seek closure of the application for a Waiver or Deviation by submitting, with the notice, evidence to demonstrate that the applicable non-conformance(s) have been rectified.

## 6.18 Dispute Resolution

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

## **PART 7 - RESULTING CONTRACT CLAUSES, IN-SERVICE SUPPORT CONTRACT**

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

### **7.1 Security Requirements**

**7.1.1** The following security requirements at Annex D2 (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

### **7.2 Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex B2 - ISS.

### **7.3 Standard Clauses and Conditions**

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

#### **7.3.1 General Conditions**

[2035](#) (2022-12-01), General conditions: Higher Complexity – Services, apply to and form part of the Contract.

#### **7.3.2 Supplemental General Conditions**

[4006](#) (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

[4012](#) (2012-07-16), Goods - Higher Complexity, apply to and form part of the Contract.

### **7.4 Term of Contract**

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

The ISS Contract will start after a successful First Article Acceptance Test, with a duration of 4 years.

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 8 additional 1 year period(s) under the same conditions.

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.

#### **7.4.2 Option years price increase**

The Contractor agrees that, during the extended period of the Contract, pricing at Annex A, Basis of Payment, 2.1, Table 7-8-9-11 is to be increased in accordance with the Consumer Price Index (CPI), Monthly, not seasonally adjusted, Goods product group only, which can be found here:

<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000401>

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The calculation will be as follow: Goods column CPI amount of the month and year that the contract ended (Divided) by the Goods column CPI amount of the same month one year prior, put in percentage, 2 decimals rounded up.

Example: If we use June 2023 as the contract end date, divided by June 2022, it would give:

$144.4/142.4 = 1.0140 =$  An increase of 1.4%.

### **7.4.3 Delivery Points**

Delivery of the requirement will be made to:

Department of National Defence  
25 CFSD Montreal  
6363 rue Notre Dame St. E  
Montreal, Quebec H1N 3V9

### **7.5 Authorities**

#### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Mathieu Brière-Provost  
Title: Team Leader, Procurement  
Public Works and Government Services Canada  
Acquisitions Branch  
Electronics, Munitions and Tactical Systems Procurement Directorate (EMTSPD)  
Address: Portage III, 11 rue Laurier, Gatineau, Québec, K1A 0S5

Telephone: 819 790-1635

E-mail address: Mathieu.briere-provost

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 Project Authority**

The Project Authority for the Contract is:

To be determined at contract award

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project 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 Contractor's Representative**

To be determined at contract award

## **7.6 Payment**

### **7.6.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under this Contract, the Contractor will be paid firm prices in accordance with Annex A – Basis of Payment (ISS).

### **7.6.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ (*To be determined at contract award*) Customs duties are excluded and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. 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.
3. 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.

### **7.6.3 Limitation of Price**

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

### **7.6.4 Multiple Payments**

Canada will pay the Contractor upon completion and delivery of units 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;
- d. all such documents have been verified by Canada;
- e. the Work delivered has been accepted by Canada.

### **7.6.5 Task Authorization**

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

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### 7.6.5.1 Task Authorization Process

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

#### Task Authorization Process:

1. The Procurement Authority will provide the Contractor with a description of the task using the DND 626, Task Authorization Form specified in Annex E.
2. 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.
3. The Contractor must provide the Project 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.
4. The Contractor must not commence work until a TA authorized by the Project 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.

### 7.6.5.2 Task Authorization Limit

The Procurement Authority may authorize individual task authorizations up to a limit of \$(*To be determined at contract award*), Applicable Taxes included, inclusive of any revisions.

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

### 7.6.5.3 Minimum Work Guarantee - All 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.

### 7.6.5.4 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 30 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.

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

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

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

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s) (*If the bidder fills out Annex F and identifies an Electronic Payment Type, it will be identified here at contract award*):

- g. Visa Acquisition Card;
- h. MasterCard Acquisition Card;
- i. Direct Deposit (Domestic and International);
- j. Electronic Data Interchange (EDI);
- k. Wire Transfer (International Only);
- l. Large Value Transfer System (LVTS) (Over \$25M)

## 7.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. A separate Invoice must be submitted for each tasking.
3. Each Tasking invoice must be supported by:
  - a. a copy of the tasking order , validated by the designated a Tasking Authority
  - b. a copy of a delivery document, validated by the designated DND Receiving Authority
  - c. a copy of the repair warranty, with start/end dates.
4. Invoices must be distributed as follows:
  - a. One (1) copy must be forwarded electronically to the Procurement Authority for payment.
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 7.9 Certifications and Additional Information

### 7.9.1 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.

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

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

### 7.10 Applicable Laws

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

### 7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions;
- (c) SACC Clause [2035](#) (2022-12-01), General conditions: Higher Complexity – Services
- (d) Annex B2, Statement of Work ISS;
- (e) Annex D2, Security Requirements Check List ISS;
- (h) the Contractor's bid dated \_\_\_\_\_ (*insert at the time of contract award*)

## 7.12 Defence Contract

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

## 7.13 SACC Manual Clauses

SACC *Manual* clause [4003](#) (2010-08-16) Licensed Software

SACC *Manual* clause [4006](#) (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information

SACC *Manual* clause [A9062C](#) (2011-05-16) Canadian Forces Site Regulations

SACC *Manual* clause [B1501C](#) (2018-06-21) Electrical equipment

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

SACC *Manual* clause [D5540C](#) (2021-05-20) ISO 9001:2015 Quality Management Systems - Requirements (Quality Assurance Code Q)

SACC *Manual* clause [D5402C](#) (2021-05-20) Quality plan

SACC *Manual* clause [D5510C](#) (2023-06-08) Quality assurance authority (Department of National Defence): Canadian-based contractor

SACC *Manual* clause [D5515C](#) (2010-01-11) Quality Assurance Authority (Department of National Defence) - Foreign-based and United States Contractor

## 7.14 Controlled Goods Clause

### Controlled Goods (only) – General.

#### a. Contract involving Production of or Access to Controlled Goods

(1) The Contract involves the production of or access to Controlled Goods as defined under and subject to the *Defence Production Act*, R.S. 1985, c. D-1, (section 35 and Schedule to the Act),

(2) The Contractor and any subcontractor, who are authorized to do business in Canada, 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 for registration or exemption is submitted to the CGP. No examination, possession or transfer of Controlled Goods can take place until the Contractor has provided proof, satisfactory to the Procurement Practitioner, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP.

(3) Failure to provide proof, satisfactory to the Procurement Practitioner, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP, within 30 calendar 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.

(4) When the Contract requires the manufacture or export of defense articles subject to the United States Munitions List (USML), the U.S. Contractor and/or any U.S. subcontractor are required to be registered at time of contract award with the U.S. Department of State in accordance with the ITAR. When the procurement is for Controlled Goods that falls under the USML, the U.S. Contractor and/or any U.S. subcontractor are to provide their U.S. Department of State certificate to confirm their registration status with the Director Defense Trade Control (DDTC).

(5) The Contractor, any subcontractors, and any other persons to whom the Contractor or its subcontractors will give access to the Controlled Goods must maintain current and valid registration, exemption or exclusion from the CGP for the duration of the Contract.

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**(optional) Demilitarization Instructions.** The contractor must provide demilitarization instructions drafted as per DND requirements for any new Controlled Goods procured under this Contract and delivered to Business Owner.

#### **4. Transfers/management of Controlled Goods or Dual-Use Goods.**

##### **b. Transfer/management of Controlled Goods**

- (1) When the Contract requires production of or access to Controlled Goods that are subject to the DPA, the Contractor and any subcontractor are hereby advised that, within Canada, only persons who are registered, exempt or excluded under the Control Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods.
- (2) The Contractor must obtain written authorization from the Procurement Practitioner before receiving the goods, technology and technical data and/or before giving access to the Controlled Goods, technology and technical data to any third party.
- (3) In those instances when licenses are required to ship/export these items, the contractor must obtain all licenses required by their government.
- (4) The Contractor must account for the time required to obtain the licenses and for DND to obtain the retransfer approvals, in order to adjust the delivery schedule accordingly.
- (5) The Contractor must provide to the Procurement Practitioner, a copy of the licenses associated with the acquisition, export and transfer approval, issued to them by a foreign government, prior to producing, accepting delivery or accessing the Control Goods.
- (6) The Contractor and their subcontractor are hereby advised that controlled goods being accessed are subject to foreign export control regulations and as such, they must abide by and manage these controlled goods in accordance with the controls imposed by the country-of-origin regulations.
- (7) The Contractor and their subcontractor are advised that goods, technology and technical data related to Controlled Goods provided by Canada, are solely for the purposes of this contract, are not to be copied, or used for any other purposes, or released to any third party without prior approval from the foreign country through the procurement practitioner.

##### **c. Transfer/management of Dual-Use Goods**

- (1) When the Contract requires the production of or access to Dual-Use Goods, the Contractor must provide to the Procurement Practitioner, a copy of the documents associated with the export and transfer approval, issued to them, by the foreign government, prior to producing, accepting delivery or accessing Dual-Use Goods.
- (2) The Contractor must obtain authorization through the Procurement Practitioner before receiving the Dual-Use Goods, technology and technical data and/or before giving access to the Dual-Use Goods, technology and technical data to any third party.
- (3) Any request to transfer Dual-Use Goods to a third party, including subcontractors, must be submitted to Canada, at least 60 calendar days before the planned transfer.

(4) The Contractor and their subcontractor are advised that goods, technology and technical data related to Dual-Use Goods provided by Canada, are solely for the purposes of this contract, are not to be copied or used for any other purposes, or released to any third party without prior approval from the foreign country through the procurement practitioner.

**d. Return of Controlled and Dual-Use Goods**

All Controlled and Dual-Use Goods related goods and technologies in possession of the Contractor must be returned to Canada, inclusive of any packing, shipping or delivery instructions, under the following circumstances:

- (1) whenever there is no more need or requirement for access, possession or transfer of one or more of the Controlled and Dual-Use Goods; or
- (2) at the expiry, or termination, of the Contract; or
- (3) as instructed by the Procurement Practitioner, in consultation with the Technical Authority.

**e. Security Breach within Canada – Controlled Goods**

Any security breach involving Controlled Goods identified in the Schedule to the *Defence Production Act* must immediately be reported to both the Procurement Practitioner and PSPC Controlled Goods Program.

**5. Identification and Marking of Controlled Goods and Dual-Use Goods.**

**e. Identification of Controlled and Dual-Use Goods**

- (1) **Controlled Goods:** Use the following statements when a contract involves 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 Business Owner.

- (2) **Dual-Use Goods:** Use the following statements when a contract involves dual-use goods.

The Contract involves Dual-Use Goods as listed on the Export Control List (groups 1, 2, 5 [article 5504]), or as found on the U.S. Commerce Control List (500 or 600 series). The Contractor must identify those dual-use goods to the Department of National Defence. Dual-Use Goods are controlled in Canada under the *Export and Import Permits Act*.

**f. Categorization of Controlled Goods and Dual-Use Goods**

When the Contract requires the production or provision of goods subject to any export control regulations, the contractor must provide, no later than the time of delivery, the complete reference to the category in the Schedule to the DPA, the specific references to the Wassenaar Arrangement, the European Union Military List, the European Union Dual-Use Category, the applicable USML reference in the ITAR, or the CCL category in the U.S. EAR under which the items are found. More precisely, every invoice, customs paperwork or end-use assurance must include the country export regulation the items originate from and provide the complete export regulation category code. Items that are serialized, the serial numbers must

be listed on the invoice or on the customs paperwork. Submitted at least 60 days prior to the scheduled delivery date of the deliverable end item.

**g. Marking of hard copy and electronic copy**

(1) On each page of the controlled drawings or technical documents, add "Controlled Goods/Marchandises contrôlées" or "Dual-Use Goods/marchandises a double usage", as applicable.

(2) On both the front & back pages of controlled documents, add the following notice: This documentation contains controlled goods information in accordance with the Schedule to the Defence Production Act and, therefore, must be given the proper security to prevent the unauthorized examination, possession or transfer to a third party. Total destruction is required on disposal. Cette documentation contient des renseignements sur des marchandises contrôlées, conformément à l'annexe de la Loi sur la production de défense. Il faut donc lui accorder la protection appropriée afin d'en empêcher l'examen ou la possession par une personne non autorisée ou le transfert non autorisé à un tiers. La destruction totale est requise lors de l'élimination.

(3) For deliverables provided in electronic format, the Metadata file should identify the "controlled goods" or "dual-use goods" status of drawings and technical documents with a DMC of "D" for controlled items and DMC "A" for non-controlled items or a DMC of "Q" for export controlled items that do not require registration".

**h. Technical data summary**

The contractor shall furnish the Business Owner with a Technical Data Summary, a technical description or a technical specification, which shall include the physical and performance characteristics and a functional description of the deliverable end item, and where applicable a complete list of accessories and peripheral items required to complete the deliverable end item being supplied. For a deliverable end item procured by the contractor from a subcontractor or supplier, the contractor shall furnish the name of the manufacturer and its part numbers along with the necessary documentation.

**7.15 Packaging Requirement using Specification D-LM-008-036/SF-000 (Department of National Defence)**

The Contractor must prepare each HHTI system, which includes all the elements of Table 4.1 titled "Preliminary Equipment Breakdown Structure (with Field Manuals) of Annex B - Statement of Work, Acquisition, 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 1 kit, containing all the elements described above, by package.

**7.16 Shipping instructions (Department of National Defence)**

To be added at contract award.

**7.17 Non-Conforming Deliveries**

If the Contractor seeks to use non-conforming materials or work in the deliveries, the Contractor must follow D-02-006-008/SG-001 The Design Change, Deviation and Waiver Procedure and provide the related and completed form, which will be provided to the Contractor by the QAR when necessary.

FORM DND 675 – Request for Waiver or Deviation – is used to request and obtain waivers to permit the acceptance of items, which through error during manufacture, do not conform to the technical data

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requirements of the contract OR is used to request and obtain authorization for a temporary departure from the technical data requirements of the contract to be incorporated in any number of items being manufactured to the contract.

Waiver – The written authorization granted after manufacture to permit the acceptance of items which during production or after having been submitted for inspection, are found to depart from the technical data requirements of the contract, but are considered suitable for use “as is” or after approved repair.

Deviation – Written authorization for a temporary departure, granted prior to the manufacture of an item, to depart from a particular performance or design requirement of a contract, specification, or referenced document, for a specific number of items, a specified service, or a specific period of time. This departure is NOT recorded in the technical data for future manufacture.

The DND may approve or not approve the application for a Waiver or Deviation in its sole and absolute discretion and may provide approval subject to any amendments to, or conditions on, the approval of the application for a Waiver or Deviation which are deemed necessary by DND.

Any approval of an application for a Waiver or Deviation will not release the Contractor from due performance of its obligations under the contract, except to the extent specifically set out in the approved application for a Waiver or Deviation.

If an application for a Waiver or Deviation is approved, the Contractor must undertake all actions to rectify the non-conformance IAW the timeframes and any other requirements for such rectification, or to meet any conditions specified in the approved application for a Waiver or Deviation.

When the Contractor has rectified the non-conformance(s) in an approved application for a Waiver or Deviation, it must notify the QAR and seek closure of the application for a Waiver or Deviation by submitting, with the notice, evidence to demonstrate that the applicable non-conformance(s) have been rectified.

## **7.18 Dispute Resolution**

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

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## **ANNEX A – BASIS OF PAYMENT**

Annex A is separate from this main RFP body document and will be an integral part of this contract. See the attached Annex A document herewith.

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## **ANNEX B1 – STATEMENT OF WORK, ACQUISITION**

Annex B1 is separate from this main RFP body document and will be an integral part of this contract. See the attached Annex B1 document herewith.

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## **ANNEX B2 – STATEMENT OF WORK, IN-SERVICE SUPPORT**

Annex B2 is separate from this main RFP body document and will be an integral part of this contract. See the attached Annex B2 document herewith.

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## **ANNEX C – INDUSTRIAL AND TECHNOLOGICAL BENEFITS VALUE PROPOSITION**

Annex C is separate from this main RFP body document and will be an integral part of this contract. See the attached Annex C document herewith.

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## **ANNEX D1 – SECURITY REQUIREMENTS CHECK LIST, ACQUISITION CONTRACT**

Annex D1 is separate from this main RFP body document and will be an integral part of this contract. See the attached Annex D1 document herewith.

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## **ANNEX D2 – SECURITY REQUIREMENTS CHECK LIST, IN-SERVICE SUPPORT CONTRACT**

Annex D2 is separate from this main RFP body document and will be an integral part of this contract. See the attached Annex D2 document herewith.



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### Instructions for completing DND 626 - Task Authorization

**Contract no.**

Enter the PWGSC contract number in full.

**Task no.**

Enter the sequential Task number.

**Amendment no.**

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

**Increase/Decrease**

Enter the increase or decrease total dollar amount including taxes.

**Previous value**

Enter the previous total dollar amount including taxes.

**To**

Name of the contractor.

**Delivery location**

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

**Delivery/Completion date**

Completion date for the task.

**for the Department of National Defence**

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

**Services**

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

**Cost**

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

**GST/HST**

The GST/HST cost as appropriate.

**Total**

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

**Applicable only to PWGSC contracts**

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

**Note:**

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

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

**N° du contrat**

Inscrivez le numéro du contrat de TPSGC en entier.

**N° de la tâche**

Inscrivez le numéro de tâche séquentiel.

**N° de la modification**

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

**Augmentation/Réduction**

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

**Valeur précédente**

Inscrivez le montant total précédent, y compris les taxes.

**À**

Nom de l'entrepreneur.

**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). **Nota :** la personne qui signe cette attache de signature confirme que les travaux respectent la portée du contrat, que suffisamment de fonds sont prévus au contrat pour couvrir cette tâche et que le budget alloué à l'unité ou pour le projet le permet.

**Services**

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

**Prix**

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

**TPS/TVH**

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

**Total**

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

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

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

**Nota :**

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

## **ANNEX F – ELECTRONIC PAYMENT INSTRUMENTS**

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

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

## ANNEX G – FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
  - A2. The Bidder certifies being a public sector employer.
  - A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
  - A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

**OR**

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

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

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## **ANNEX H – TECHNICAL BID EVALUATION - INSTRUCTIONS TO BIDDERS AND EVALUATION PROCEDURES**

Annex H is separate from this main RFP body document. See the attached Annex H document herewith.