



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

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Electronics, Simulators and Defence Systems Div.
/Division des systèmes électroniques et des systèmes de
simulation et de défense
11 Laurier St. / 11, rue Laurier
8C2, Place du Portage
Gatineau
Québec
K1A 0S5

Title - Sujet Polar Over-the-Horizon Radar Phase4 Radar Polaire Transhorizon RPT	
Solicitation No. - N° de l'invitation W7714-228152/B	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client W7714-228152	Date 2024-01-12
GETS Reference No. - N° de référence de SEAG PW-\$\$QF-125-29258	
File No. - N° de dossier 125qf.W7714-228152	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2024-03-28 Heure Normale de l'Est HNE	
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Lacoursiere, Paul	Buyer Id - Id de l'acheteur 125qf
Telephone No. - N° de téléphone (343) 551-1529 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

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

Amendment One

The purpose of the Polar Over The Horizon Radar (POTHR) Amendment One is to make changes to the evaluation criteria in the Terms and Conditions, Annex B and Annex E. The amendment is also to update information and dates in Annex H.

In the Terms and Conditions section.

Part 4 Evaluation Procedures and Basis of Selection

In Para 4.1 (a)

Delete (40-40-20)

Insert (50-35-15)

In Part 4, para 4.2 Basis of Selection

Delete: 4.2 Basis of Selection in its entirety

Insert: New Section 4.2 Basis of Selection below.

In 4.2 Basis of Selection

Basis of Selection – Highest Combined Rating of Technical Merit, Price and Indigenous Participation

- (a) This basis of selection is defined as the optimal combination of price, technical merit, quality, and the balance of overall benefits to the Crown and the Canadian people as set out in the bid solicitation evaluation criteria. The Bidder with the highest Total Weighted Score will be recommended for contract award.

For each responsive bid, the best value calculation will be determined as follows:

$$\frac{\text{Technical Point Rated Score} \times 50}{\text{Maximum Score Available for bid (170 points)}} + \frac{\text{Lowest Compliant bid Price} \times 35}{\text{Bidder's Total Evaluated bid Price}} + \frac{\text{Indigenous Participation Point Rated Score} \times 15}{\text{Maximum Score Available for bid (50 points)}} = \text{Total Weighted Score}$$

- (b) When a calculation includes a decimal, calculations will be rounded to the nearest hundredth value.

Example:

(i) 7.254 to the nearest hundredth = 7.25

(ii) 7.255 to the nearest hundredth = 7.26

- (c) Following the completion of the PBCP evaluations in Phase 3, the compliant Bidder with the highest overall Total Weighted Score (Best Value) will be recommended for the award of a contract.
- (d) Please refer to 3.1.1 in this Volume to determine the Total Evaluated bid Price for each Bidder.
- (e) In the case of a tie, the contractor with the lowest Total Evaluated bid Price will be recommended for the award of the contract.

Evaluation Example (50-35-15)

Basis of Selection – Highest Combined Rating Technical Merit (50%), Price (35%) and Indigenous Participation (15%)				
		Bidder 1	Bidder 2	Bidder 3
Technical Point Rated Score		156	151	127
Bid Evaluated Price		\$550,000.00	\$500,000.00	\$450,000.00
Indigenous Participation Point Rated Score		30	40	40
Calculations	Technical Merit Score	$156/170 \times 50 = 45.88$	$151/170 \times 50 = 44.41$	$127/170 \times 50 = 37.35$
	Pricing Score	$45/55 \times 35 = 28.64$	$45/50 \times 35 = 31.50$	$45/45 \times 35 = 35.00$
	Indigenous Participation Score	$30/50 \times 15 = 9$	$40/50 \times 15 = 12$	$40/50 \times 15 = 12$
Combined Rating		83.52	87.91	84.35
Overall Rating		3rd	1st	2nd

Annex B

Delete: Annex B in its entirety

Insert: New Annex B Below.

Annex E

Delete: Annex E in its entirety

Insert: New Annex E Below.

Annex H

Delete: Annex H in its entirety

Insert: New Annex H Below.

All other Terms and Conditions remain the same

ANNEX B

EVALUATION DOCUMENT

Part one: Technical Evaluation

Part two: Financial Evaluation

Part three: Indigenous Participation Evaluation

Part Four: Basis of selection

NOTE *Please submit response in separate documentations:*

Part One: MANDATORY AND POINT RATED TECHNICAL CRITERIA

1. Mandatory Technical Criteria

A breakdown of the mandatory technical criteria is given in Table 1-1 below.

Table 1-1: Mandatory Technical Criteria

	Mandatory Criteria	Bidder's Response (Include proposal reference with page and paragraph numbers)	For use by Canada	
			Evaluation of Bidder's Response	Compliant Not Compliant
M1	<p>Project Technical Approach</p> <p>As part of the Bid, the Bidder must demonstrate how the goods to be delivered will be compliant with the Statement of Requirements (SOR) in Appendix A of Annex A - Statement of Work (SOW). This demonstration must consist of responses to each individual requirement in the SOR, where each response must demonstrate to Canada, in its sole discretion, that the Bidder understands the corresponding requirement and must explain how the delivered goods will comply with that requirement.</p> <p>In addition, the Project Technical Approach must provide the following information:</p> <ul style="list-style-type: none"> a) A Design concept for the delivered goods, b) An analysis of the approximate power requirements of the delivered goods, and <p>Corporate Experience</p> <p>The Bidder, or partner(s)/subcontractor(s), referred hereinafter as the Bidding Team, must have completed, within ten (10) years prior to the closing date of this solicitation period, at least three (3) projects, as the prime Contractor, in radiofrequency transmission or reception, of similar complexity to the scope detailed in the</p>			
M2				

	Mandatory Criteria	Bidder's Response (Include proposal reference with page and paragraph numbers)	For use by Canada		
			Evaluation of Bidder's Response	Compliant	Not Compliant
	<p>Annex A - Statement of Work (SOW), of which two (2) must have a minimum value of two (2) million Canadian dollars excluding applicable Taxes. This requirement may be met through a combination of experience by the Bidder, or partner(s)/subcontractor(s).</p> <p>The Bidder must demonstrate the required experience by submitting at minimum the following information for each project:</p> <ol style="list-style-type: none"> Project title, Organization for which the work was completed, Project start and end dates, Outline of the Bidding Team's role within the project and work completed, Details of the radiofrequency work and explanation on how that work relates to the SOW, Value of each project, and A reference for each project who can confirm and validate the information provided. <p>For each reference provided, the Bidder must provide valid contact information so that Canada may, at its sole discretion, contact the reference to confirm the information provided is factual. The contact information must include the name and address of the company, Department or Agency to whom the service was provided and the name, title, and telephone number of a contact within the organization that can verify the information.</p>				
M3	Corporate Organizational Structure				

	Mandatory Criteria	Bidder's Response (Include proposal reference with page and paragraph numbers)	For use by Canada	
			Evaluation of Bidder's Response	Compliant Compliant Not Compliant
	<p>minimum of seven (7) years of project management experience, one (1) Systems Engineering Lead, with a minimum of ten (10) years of engineering experience in the field of radiofrequency system engineering, and one (1) Systems Engineer, with a minimum of five (5) years of engineering experience in the field of radiofrequency system engineering.</p> <p>As a minimum, the following information must be provided for each proposed team member:</p> <ol style="list-style-type: none"> Name and title, Title, role, and responsibility for the work to be completed in the SOW, Role and responsibility within the corporate organizational structure, Education background, and Work experience demonstrating how the individual's experience relates to the work to be completed in the SOW. 			
M4	<p>Project Management Documentation</p> <p>The Bidder must submit a Project Management Plan and a Risk Management Plan that outlines its approach and methodology to complete the work identified in Annex A - Statement of Work (SOW). The Project Management Documentation must include:</p> <ol style="list-style-type: none"> Team organization, responsibilities, and communication approach, Management approach in planning, integrating, monitoring, and controlling project, Management of Task Authorizations, and Compliance verification and reporting, and Responsibility Assignment Matrix (RAM) that demonstrates areas of responsibility among 			

	Mandatory Criteria	Bidder's Response (Include proposal reference with page and paragraph numbers)	For use by Canada		
			Evaluation of Bidder's Response	Compliant	Not Compliant
	<p>members of the Bidder's team.</p> <p>The team organization approach must demonstrate a method for effective performance and administration of the Work with little or no potential for disruption in schedule and cost.</p> <p>The Bidder must also provide a detailed schedule which shows all elements of Work to be performed. The schedule must include information on critical path, resources, network activity and schedule contingency for each task. The Bidder must thoroughly identify potential risks in performance of the Work, their evolution throughout the Contract period, and provide risk mitigation strategies that are sound and can be reasonably successfully implemented.</p> <p>The Project Management Documentation must include a comprehensive plan on how Task Authorizations will be managed. Detailed contingency plans which include the process for adding additional surge capacity must be identified.</p> <p>The proposed approach must also ensure that Canada will have full transparency and timely access to the Work throughout the Contract for participation in, or witnessing of system and sub-system testing, and the verification of the Contractor's compliance to elements of the Statement of Requirements (SOR).</p>				
M5	Task Authorization				
	The Bidder must propose at least one (1) resource for each Resource Category in Table 1-2 below for the Task Authorization component of Annex A - Statement of Work (SOW). The Bidder must demonstrate, to the satisfaction of Canada, that all proposed personnel				

	Mandatory Criteria	Bidder's Response (Include proposal reference with page and paragraph numbers)	For use by Canada	
			Evaluation of Bidder's Response	Compliant / Not Compliant
	meet the minimum mandatory education, or knowledge gained through experience, and the minimum mandatory experience.			

Table 1-2: Resource Category - Task Authorization

Resource Category	Mandatory Education or Knowledge Gained Through Experience	Experience	For use by Canada	
			Compliant	Not Compliant
Project Manager	<ul style="list-style-type: none"> Certificate, diploma, or degree in engineering, physics, science, mathematics, or project management field, from a recognized Canadian post-secondary institution or an acceptable equivalent from a foreign institution, as determined by one of the agencies referred by the Canadian Information Centre for International Credentials (CICIC). <p>OR</p> <ul style="list-style-type: none"> Seven (7) years of experience in the past ten (10) years working as a project management specialist. 	<ul style="list-style-type: none"> Minimum of seven (7) years of project management experience in the past ten (10) years on projects of similar scope and complexity. Similar scope and complexity refer to Defence and/or Security research and development Contracts over one (1) million dollars. 		
Senior Systems Engineer	<ul style="list-style-type: none"> Undergraduate degree in a program specializing in the engineering, physics, science, or mathematics field, from a recognized Canadian 	<ul style="list-style-type: none"> Minimum of six (6) years of system engineering experience in the past ten (10) years in radiofrequency transmission and/or reception. <p>AND</p>		

Resource Category	Mandatory Education or Knowledge Gained Through Experience	Experience	For use by Canada	
			Compliant	Not Compliant
	<p>University or an acceptable equivalent from a foreign institution, as determined by one of the agencies referred by the CICIC.</p> <p>OR</p> <ul style="list-style-type: none"> Six (6) years of experience in the past ten (10) years working as a systems engineer. 	<ul style="list-style-type: none"> Minimum of three (3) years of scientific or engineering experience in the past ten (10) years in the integration and development of radiofrequency transmission and/or reception platforms. 		
Systems Engineer	<ul style="list-style-type: none"> Undergraduate degree in a program specializing in the engineering, physics, science, or mathematics field, from a recognized Canadian University or an acceptable equivalent from a foreign institution, as determined by one of the agencies referred by the CICIC. <p>OR</p> <ul style="list-style-type: none"> Four (4) years of experience in the past ten (10) years working as a systems engineer. 	<ul style="list-style-type: none"> Minimum of four (4) years of system engineering experience in the past ten (10) years in radiofrequency transmission and/or reception. <p>AND</p> <ul style="list-style-type: none"> Minimum of three (3) years of scientific or engineering experience in the past ten (10) years in the integration and development of radiofrequency transmission and/or reception platforms. 		
Senior Software Engineer	<ul style="list-style-type: none"> Certificate, diploma, or degree in the computer science, engineering, physics, science, or mathematics field, from a recognized Canadian post-secondary institution or an acceptable equivalent from a foreign institution, as determined by one of the agencies referred by the 	<ul style="list-style-type: none"> Minimum of six (6) years of application software engineering experience in the past ten (10) years. <p>AND</p> <ul style="list-style-type: none"> Minimum of three (3) years of experience developing software applications in the past ten (10) years for radiofrequency transmission platforms. 		

Resource Category	Mandatory Education or Knowledge Gained Through Experience	Experience	For use by Canada	
			Compliant	Not Compliant
	<p>CICIC.</p> <p>OR</p> <ul style="list-style-type: none"> Six (6) years of experience in the past ten (10) years working as a software engineer. 			
Software Engineer	<ul style="list-style-type: none"> Certificate, diploma, or degree in the computer science, engineering, physics, science, or mathematics field, from a recognized Canadian post-secondary institution or an acceptable equivalent from a foreign institution, as determined by one of the agencies referred by the CICIC. <p>OR</p> <ul style="list-style-type: none"> Four (4) years of experience in the past ten (10) years working as a software engineer. 	<ul style="list-style-type: none"> Minimum of four (4) years of application software engineering experience in the past ten (10) years. <p>AND</p> <ul style="list-style-type: none"> Minimum of three (3) years of experience developing digital signal processing or radiofrequency transmission software applications in the past ten (10) years. 		
Senior Hardware Engineer	<ul style="list-style-type: none"> Undergraduate degree in an engineering program, specializing in the electronic, electrical, microwave, or mechanical field, from a recognized Canadian University or an acceptable equivalent from a foreign institution, as determined by one of the agencies referred by the CICIC. <p>OR</p>	<ul style="list-style-type: none"> Minimum of six (6) years of electronics, and/or microwave engineering experience in the past ten (10) years. <p>AND</p> <ul style="list-style-type: none"> Minimum of three (3) years of experience developing complex signal processing circuits and applications in the past ten (10) years. 		

Resource Category	Mandatory Education or Knowledge Gained Through Experience	Experience	For use by Canada	
			Compliant	Not Compliant
Hardware Engineer	<ul style="list-style-type: none"> Six (6) years of experience in the past ten (10) years working as a hardware engineer. Undergraduate degree in an engineering program, specializing in the electronic, electrical, microwave, or mechanical field, from a recognized Canadian University or an acceptable equivalent from a foreign institution, as determined by one of the agencies referred by the CICIC. <p>OR</p> <ul style="list-style-type: none"> Four (4) years of experience in the past ten (10) years working as a hardware engineer. 	<ul style="list-style-type: none"> Minimum of four (4) years of electronic, and/or microwave, engineering experience in the past ten (10) years. <p>AND</p> <ul style="list-style-type: none"> Minimum of two (2) years of hardware design, development, and testing of radiofrequency transmission systems in the past ten (10) years. 		
Technologist	<ul style="list-style-type: none"> Certificate, diploma, or degree in the electronic, microwave or mechanical discipline from a post-secondary Canadian institution or an acceptable equivalent from a foreign institution, as determined by one of the agencies referred by the CICIC. <p>OR</p> <ul style="list-style-type: none"> Six (6) years of experience in the past ten (10) years working as an electronic, microwave or mechanical technologist. 	<ul style="list-style-type: none"> Minimum of six (6) years of experience as an electronic, microwave, and/or mechanical technologist in the past ten (10) years. <p>AND</p> <ul style="list-style-type: none"> Minimum of three (3) years of experience as a hardware technologist in the past ten (10) years. 		

Resource Category	Mandatory Education or Knowledge Gained Through Experience	Experience	For use by Canada	
			Compliant	Not Compliant
Assembler		<ul style="list-style-type: none"> Minimum of three (3) years of experience as an assembler or fabricator in the past ten (10) years. 		

2. Point Rated Technical Criteria

A breakdown of the point rated technical criteria is given in Table 2-1 below. The Bid must meet the minimum allowable score for each criterion as defined in Table 2-2 to be selected.

Table 2-1: Point Rated Technical Criteria

Point Rated Criteria	Bidder's Response (Include proposal reference with page and paragraph numbers)	Rating Method	For use by Canada	
			Evaluation of Bidder's Response	Points Awarded
P1 Project Technical Approach The Project Technical Approach described in M1 will be further evaluated as follows: 1. Initial design concept		0 points – Bidder does not provide an end-to-end view in the form of a list or an annotated block diagram, nor an initial equipment selection that complies with all mandatory requirements within Annex A - Statement of Work (SOW). 5 points – Bidder provides an end-to-end view in the form of a list or an annotated block diagram in a way that complies with all mandatory requirements within Annex A - SOW. 10 points – Bidder provides an end-to-end view in the form of a list or an annotated block diagram as well as a complete end-to-end		

Point Rated Criteria	Bidder's Response (Include with page and reference with page and paragraph numbers)	Rating Method	For use by Canada	
			Evaluation of Bidder's Response	Points Awarded
		<p>identification of initial equipment selection, both of which are in a way that complies with all mandatory requirements within Annex A - SOW.</p> <p>20 points – Bidder provides an end-to-end view in the form of a list or an annotated block diagram as well as a complete end-to-end identification of initial equipment selection, and identifies how the proposed equipment will, at a minimum, comply with all mandatory requirements within Annex A - SOW.</p>		
2. Power requirements		<p>0 points – Bidder does not provide evidence of power requirements.</p> <p>3 points – Bidder provides the power requirements of some, but not all, equipment.</p> <p>5 points – Bidder provides the power requirement of all equipment.</p>		
3. Shelter layout		<p>0 points – Bidder does not provide any layout options.</p> <p>3 points – Bidder provides one layout option with supporting rationale.</p> <p>5 points – Bidder also provides evidence that shelter layout proposed meets the size and</p>		

Point Rated Criteria	Bidder's Response (Include proposal reference with page and paragraph numbers)	Rating Method	For use by Canada	
			Evaluation of Bidder's Response	Points Awarded
		weights constraints described in Annex A - SOW.		
P2 Corporate Experience			Total	
The Bidding Team's claimed transmitter projects described in M2 will be further evaluated as follows:			Minimum Mandatory Score: 16	
1. Transmitters			Maximum points: 30	
		0 points – None of the projects include digital waveform generators, digital-to-analog converters, or high-power amplifiers.		
		10 points – One (1) project that includes digital waveform generators, digital-to-analog converters, or high-power amplifiers.		
		20 points – Two (2) projects that each include digital waveform generators, digital-to-analog converters, or high-power amplifiers.		
		30 points – At least three (3) projects that each include digital waveform generators, digital-to-analog converters, or high-power amplifiers.		
P3 Corporate Experience			Total	
The Bidding Team's claimed receiver projects described in M2 will be further evaluated as follows:			Minimum Mandatory Score: 10	
			Maximum points: 30	

Point Rated Criteria	Bidder's Response (Include proposal reference with page and paragraph numbers)	Rating Method	For use by Canada	
			Evaluation of Bidder's Response	Points Awarded
1. Receivers		<p>0 points – None of the projects include radio receivers, analog-to-digital converters, or data recorders.</p> <p>5 points – One (1) project that includes radio receivers, analog-to-digital converters, or data recorders.</p> <p>10 points – Two (2) projects that each include radio receivers, analog-to-digital converters, or data recorders.</p> <p>15 points – At least three (3) projects that each include radio receivers, analog-to-digital converters, or data recorders.</p>		
Total			Minimum Mandatory Score: 0	Maximum points: 15
P4 Corporate Experience	The Bidding Team's claimed antenna projects described in M2 will be further evaluated as follows:			
1. Antennas		<p>0 points – None of the projects include antenna construction or installation.</p> <p>5 points – One (1) project that includes antenna construction or installation.</p> <p>10 points – At least two (2) projects that each include antenna construction or installation.</p>		

Point Rated Criteria	Bidder's Response (Include proposal reference with page and paragraph numbers)	Rating Method	For use by Canada	
			Evaluation of Bidder's Response	Points Awarded
			Minimum Mandatory Score: 0 Maximum points: 10	
P5 Corporate Organizational Structure				
The Bidding Team described in M3 will be further evaluated as follows:				
1. The Project Manager has managed a project, within ten (10) years prior to the closing date of this solicitation period, of value, excluding applicable Taxes, greater than:		0 point – 0 to 999,999.999 Canadian dollars. 1 point – One (1) million to 1,999,999.999 Canadian dollars. 3 points – Two (2) million to 4,999,999.999 Canadian dollars. 5 points – Five (5) million Canadian dollars and above.		
2. The Systems Engineering Lead has led the engineering effort for a radiofrequency transmission or reception project, within ten (10) years prior to the closing date of this solicitation period, of value, excluding applicable Taxes, greater than:		0 point – 0 to 999,999.999 Canadian dollars. 1 point – One (1) million to 1,999,999.999 Canadian dollars. 3 points – Two (2) million to 4,999,999.999 Canadian dollars. 5 points – Five (5) million Canadian dollars and above.		
3. The Systems Engineer has supported the engineering effort for a radiofrequency transmission or reception project, within ten (10) years prior to the closing date of this solicitation		0 point – 0 to 999,999.999 Canadian dollars. 1 point – One (1) million to 1,999,999.999 Canadian dollars. 3 points – Two (2) million to 4,999,999.999 Canadian dollars.		

Point Rated Criteria	Bidder's Response (Include proposal reference with page and paragraph numbers)	Rating Method	For use by Canada	
			Evaluation of Bidder's Response	Points Awarded
period, of value, excluding applicable Taxes, greater than:		5 points – Five (5) million Canadian dollars and above.		
Corporate Organizational Structure - Transmitters			Total	
The Bidding Team described in M3 will be further evaluated as follows:				
<p>P6</p> <p>1. The Bidding Team collectively have the number of years of experience listed, acquired within the ten (10) years prior to the closing date of this solicitation period, in the design, development, and module-level testing of digital waveform generators (only time from any individual members of the Bidding Team where design, development and module-level testing of digital waveform generators can be considered for the purpose of calculating time under this section).</p> <p>2. The Bidding Team collectively have the number of years of experience listed, acquired within the ten</p>		<p>0 points – 0 to 4.999 years.</p> <p>1 point – 5 to 9.999 years.</p> <p>3 points – 10 to 14.999 years.</p> <p>5 points – 15 or more years.</p>		
			Minimum Mandatory Score: 7	
			Maximum points: 15	

Point Rated Criteria	Bidder's Response (Include proposal reference with page and paragraph numbers)	Rating Method	For use by Canada	
			Evaluation of Bidder's Response	Points Awarded
(10) years prior to the closing date of this solicitation period, in the design, development, and module-level testing of digital-to-analog converters (only time from any individual members of the Bidding Team where design, development and module-level testing of digital-to-analog converters can be considered for the purpose of calculating time under this section).		5 points – 15 or more years.		
3. The Bidding Team collectively have the number of years of experience listed, acquired within the ten (10) years prior to the closing date of this solicitation period, in the design, development, and module-level testing of high-power amplifiers (only time from any individual members of the Bidding Team where design, development and module-level testing of high-power amplifiers can be considered for the		0 points – 0 to 4.999 years. 2 points – 5 to 9.999 years. 5 points – 10 to 14.999 years. 10 points – 15 or more years.		

Point Rated Criteria	Bidder's Response (Include proposal reference with page and paragraph numbers)	Rating Method	For use by Canada	
			Evaluation of Bidder's Response	Points Awarded
purpose of calculating time under this section).				
Minimum Mandatory Score: 7 Maximum points: 20				
P7 Corporate Organizational Structure - Receivers				
The Bidding Team described in M3 will be further evaluated as follows:				
1. The Bidding Team collectively have the number of years of experience listed, acquired within the ten (10) years prior to the closing date of this solicitation period, in the design, development, and module-level testing of radiofrequency receivers (only time from any individual members of the Bidding Team where design, development and module-level testing of radiofrequency receivers can be considered for the purpose of calculating time under this section).		0 points – 0 to 4.999 years. 1 point – 5 to 9.999 years. 3 points – 10 to 14.999 years. 5 points – 15 or more years.		
2. The Bidding Team collectively have the number of years of experience listed, acquired within the ten (10) years prior to the closing date of this solicitation period, in the		0 points – 0 to 4.999 years. 1 point – 5 to 9.999 years. 3 points – 10 to 14.999 years. 5 points – 15 or more years.		

Point Rated Criteria	Bidder's Response (Include with page and reference with page and paragraph numbers)	Rating Method	For use by Canada	
			Evaluation of Bidder's Response	Points Awarded
design, development, and module-level testing of analog-to-digital converters (only time from any individual members of the Bidding Team where design, development and module-level testing of analog-to-digital converters can be considered for the purpose of calculating time under this section).				
3. The Bidding Team collectively have the number of years of experience listed, acquired within the ten (10) years prior to the closing date of this solicitation period, in the design, development, and module-level testing of data recorders (only time from any individual members of the Bidding Team where design, development and module-level testing of data recorders can be considered for the purpose of calculating time under this section).		0 points – 0 to 4.999 years. 2 points – 5 to 9.999 years. 5 points – 10 to 14.999 years. 10 points – 15 or more years.		
			Total	

Point Rated Criteria	Bidder's Response (Include proposal reference with page and paragraph numbers)	Rating Method	For use by Canada	
			Evaluation of Bidder's Response	Points Awarded
			Minimum Mandatory Score: 0 Maximum points: 15	
P8	Project Management Documentation			
The Project Management Documentation described in M4 will be further evaluation as follows:				
1. Project management plan				
		0 points – Bidder does not propose a project organizational structure chart and identifies a list of deliverables to be produced consistent with Annex A - Statement of Work (SOW).		
		5 points – Bidder proposes a project organizational structure chart and identifies a list of deliverables to be produced consistent with Annex A - Statement of Work (SOW).		
		10 points – In addition to the above, the Bidder also proposes progress reviews and describes configuration management.		
2. Risk management plan		0 points – Bidder's proposal does not identify key schedule, technical, and cost risks.		
		5 points – Bidder's proposal identifies key schedule, technical, and cost risks.		
		10 points – In addition to the above, the Bidder has also identified five (5) potential largest project risk and has produced a plan to manage these risks.		
			Total	

Point Rated Criteria	Bidder's Response (Include proposal reference with page and paragraph numbers)	Rating Method	For use by Canada	
			Evaluation of Bidder's Response	Points Awarded
			Minimum Mandatory Score: 10 Maximum points: 20	
P9	Open Radiofrequency Architectures The Project Technical Approach described in M1 will be further evaluated as follows:			
	1. Open architectures	0 points – Bidder does not propose a solution employing the elements of an open radiofrequency nor hardware architecture nor an open software architecture. 10 points – The Bidder proposes a solution employing open hardware and software architectures and provides a fully documented Application Programming Interface (API).		
			Total Minimum Mandatory Score: 0 Maximum points: 10	

Table 2-2: Point Rated Technical Score

Point Rated Criteria		Maximum Score Available	Minimum Allowable Score	Bid Result		
				Achieved Score	Compliant	Not Compliant
P1	Initial design concept	20	10			
	Power requirements	5	3			
	Shelter layout	5	3			
P2	Transmitters	30	10			
P3	Receivers	15	0			
P4	Antennas	10	0			
P5	Project Manager	5	3			
	Systems Engineering Lead	5	3			
	Systems Engineer	5	1			
P6	Waveform generators	5	1			
	Digital-to-analog converters	5	1			
	High-power amplifiers	10	5			
P7	Radiofrequency receivers	5	0			
	Analog-to-digital converters	5	0			
	Data recorders	10	0			
P8	Project management plan	10	5			
	Risk management plan	10	5			
P9	Open architectures	10	0			
Total:		170	50			

NOTE Please submit response in separate documentations:

Part Two: Financial Bid Evaluation

Bidders must submit their financial Bid in accordance with the following:

- (a) A firm lot price for the Core component.
- (b) Firm hourly Labour Rates for the Task Authorization component.
- (c) A firm unit price for individual functional hardware components, for the Task Authorization component.
- (d) The total amount of Applicable Taxes is to be shown separately, if applicable.
- (e) The information should be provided in accordance with the Financial Bid Evaluation Matrix below.
- (f) For Canadian-based Bidders, prices must be in Canadian funds, Applicable Taxes excluded, and Canadian customs duties and excise taxes included.

For foreign-based Bidders, prices must be in Canadian funds, Applicable Taxes, Canadian customs duties and excise taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based Bidders.

For the purpose of the Bid solicitation, Bidders with an address in Canada are considered Canadian-based Bidders and Bidders with an address outside of Canada are considered foreign-based Bidders.

1.1 Item 1 - Core component

A firm lot price for the Work defined in Annex A - Statement of Work, excluding section 6 - Task Authorization Work. The total amount of Applicable Tax is to be shown separately, if applicable. Bidders are requested to detail the following elements of the Work, as applicable:

- (a) Labour: For each individual and/or labour category to be assigned to the Work, indicate the hourly rate, inclusive of overhead and profit, and the estimated number of hours.
- (b) Equipment: Specify each item required to compete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable. The items will be deliverable to Canada upon completion of the Contract.
- (c) Materials and Supplies: Identify each category of material and supplies required to complete the Work and provide the pricing basis.
- (d) Travel and Living Expenses: Indicate the number of trips and the number of days for each trip, the cost, destination, and purpose of each journey, together with the basis of these costs which may not exceed the limits of the Treasury Board (TB) Travel Directive. With respect to the TB Directive, only the meal, private vehicle and incidental allowances in Appendices B, C, and D of the Directive, <https://www.njc-cnm.gc.ca/directive/d10/en>, and the other provisions of the Directive referring to "travellers", rather than those referring to "employees", are applicable. The Treasury Board Secretariat's Special Travel Authorities, <https://www.canada.ca/en/treasury-board-secretariat/services/travel-relocation/travel->

[government-business.html](#), also apply.

- (e) **Subcontracts:** Identify any proposed subcontractor and provide for each one the same price breakdown information as contained in this article.
- (f) **Other Direct Charges:** Identify any other direct charges anticipated, such as long-distance communications and rentals, and provide the pricing basis.
- (g) **Applicable Taxes:** Identify any Applicable Taxes separately.
- (h) **Canadian Content:** Identify the costs of the proposal used to support calculations of offering 80% Canadian goods and/or services.

Bidders must propose milestone amounts in accordance with Table 2-1 below.

**Table 2-1: Proposed Milestones for Table 2.4 Items 1 through 4
(can be negotiated at Contract award).**

Milestone Number	Milestone Description and Required Deliverables	Percent %	Cumulative Percent
1	Kickoff meeting, with initial version of project management documents: 5.2.2 – Project Management Plan 5.2.4 – Work Breakdown Structure 5.2.5 – Risk Management Plan 5.2.6 – Master Project Schedule 5.2.7 – Systems Engineering Plan	5	5
2	Initial design review, with initial version of system design documents: 5.4.1 – System Design Document 5.4.2 – Traceability Matrix 5.4.3 – System Power Requirements 5.4.4 – Hierarchical Equipment List 5.4.5 – Equipment Specifications and Drawings	5	10
3	Preliminary design review, with updated version of system design documents: 5.4.1 – System Design Document 5.4.2 – Traceability Matrix 5.4.3 – System Power Requirements 5.4.4 – Hierarchical Equipment List 5.4.5 – Equipment Specifications and Drawings	10	20
4	Critical design review, with final version of system design documents: 5.4.1 – System Design Document 5.4.2 – Traceability Matrix 5.4.3 – System Power Requirements 5.4.4 – Hierarchical Equipment List 5.4.5 – Equipment Specifications and Drawings	15	35

Milestone Number	Milestone Description and Required Deliverables	Percent %	Cumulative Percent
5	Factory acceptance test plan: 5.5.1 – FAT Procedure 5.5.2 – FAT Traceability Matrix	2.5	37.5
6	Factory acceptance test readiness: 5.5.4 – FAT Readiness Review Report	2.5	40
7	Factory acceptance test completion: 5.5.6 – FAT Functional Configuration Audit	20	60
8	Local field test plan: 5.6.2 – Local Field Test Procedure 5.6.3 – Local Field Test Traceability Matrix	2.5	62.5
9	Local field test completion: 5.6.5 – Local Field Test Functional Configuration Audit	2.5	65
10	Site installation plan: 5.7.1 – Site Installation Drawings	2.5	67.5
11	Site installation completion: 5.7.4 – Install Systems at Sites	2.5	70
12	Site acceptance test plan: 5.8.1 – SAT Procedure 5.8.2 – SAT Traceability Matrix	2.5	72.5
13	Site acceptance test readiness: 5.8.4 – SAT Physical Configuration Audit Report 5.8.5 – SAT Readiness Review Report	2.5	75
14	Site acceptance test completion: 5.8.7 – SAT Functional Configuration Audit	10	85
15	Manuals and spares: 5.9.1 – Operation Procedure Manual 5.9.2 – System User Manual 5.9.3 a) – System Spare Parts	5	90
16	Holdback	10	100

1.2 Item 2 - Task Authorization component

1.1.1 Labour: The Bidder is requested to provide firm hourly rates for each category of resources for each year of the Contract period, including three (3) option years.

The total extended cost of labour will be calculated by taking the average hourly rate proposed for the Contract and option periods, multiplied by an annual estimated level of effort in hours as defined in Table 2-2 below. The estimated level of effort specified is only an approximation of requirements given in good faith and is provided for financial Bid evaluation purposes only. It does not represent a commitment by Canada.

Table 2-2: Task Authorization (Labour rates)

A Labour Category	Hourly Rate						H Estimated Annual Effort in Hours	I Total Cost by Resource (G x H)
	B Contract Year 1	C Contract Year 2	D Option Year 1	E Option Year 2	F Option Year 3	G Average (B+C+D+E+F) ÷5		
Project Manager							50	
Senior Systems Engineer							75	
Systems Engineer							225	
Senior Software Engineer							50	
Software Engineer							175	
Senior Hardware Engineer							75	
Hardware Engineer							200	
Technologist							650	
Assembler							50	

1.1.2 Additional hardware: The Bidder is requested to quote a firm unit price for each individual functional hardware component, listed in Section 5.9.3 of Annex A - Statement of Work, anticipated to be procured under the Task Authorization component.

For evaluation purposes, the unit price should be scaled to correspond to the cost per system channel. For example, if the proposed waveform generator component is a four (4) channel unit, then the unit price should be divided by four (4) to represent the price per channel. The estimated quantity is only an approximation of requirements given in good faith and is provided for financial Bid evaluation purposes only. It does not represent a commitment by Canada.

Table 2-3: Task Authorization (Hardware cost)

A Functional Component	Unit Price			E Average (B+C+D) ÷3	F Estimated Annual Quantity (channels)	G Total Price by Functional Component (E x F)
	B Option Year 1	C Option Year 2	D Option Year 3			
Waveform generator					16	
Digital up-converter					16	
Digital-to-analog converter					16	
High-power amplifier (with harmonic filtering)					16	
Four-way high-power combiner					4	
Antenna					4	
Transmission line					4	

2. Evaluation of Price

For evaluation purposes only, the price of the Bid will be determined as follows:

Table 2-4: Financial Bid Evaluation Matrix

Item	Description	Qty	Firm Price
1	<u>POTHR System</u> One (1) POTHR system as defined in Annex A - Statement of Work (SOW) and its appendices.	1	\$
2	<u>Program Management, Delivery & Execution</u> Manage, deliver, and execute the Work for all aspects related to the POTHR project as defined in Annex A - Statement of Work (SOW) and its appendices.	LOT	\$
3	<u>Manuals, Documentation & Publications</u> Generate and deliver Manuals and Documentation as defined in Annex A - Statement of Work (SOW) and its appendices.	LOT	\$
4	<u>Tools and Test Equipment</u> The provision of all tools and test equipment in support of the POTHR requirement as defined in Annex A - Statement of Work (SOW) and its appendices.	LOT	\$
Subtotal Core Component			
\$			
5	<u>Task Authorization (Labour Rates)</u> Labour rates for the Task Authorization work as defined in Table 2-2.	LOT	\$
6	<u>Task Authorization (Hardware)</u> Firm unit price for each individual functional hardware component as defined in Table 2-3.	LOT	\$
Subtotal Task Authorization			
\$			
Total Evaluated Price			
\$			

NOTE Please submit response in separate documentations:

Part Three: Indigenous Participation Evaluation

See Annex E for all the information required to fill out this evaluation.

Indigenous Participation Plan

Bidders should submit with their bid an Indigenous Participation Plan (IPP) (As per Annex E) that details the extent to which they will support the government's overall target of 25% of the Total Estimated Contract Value for Goods and/or Services to be sourced from Canadian indigenous firms and delivered to Canada under this contract.

Rating Scale					Bidders Score	
If the Bidder commits to Below 5% Target	If the Bidder commits to 5% to 9.99% Target	If the Bidder commits to 10% to 14.99% Target	If the Bidder commits to 15% to 19.99% Target	If the Bidder commits to 20% to 24.99% Target	If the Bidder commits to 25% or above Target	Total
It will be equal to 0% of the total available points	It will be equal to 20% of the total available points	It will be equal to 40% of the total available points	It will be equal to 60% of the total available points	It will be equal to 80% of the total available points	It will be equal to 100% of the total available points	50

Part Four: Basis of Selection

Basis of Selection – Highest Combined Rating of Technical Merit, Price and Indigenous Participation

- (a) This basis of selection is defined as the optimal combination of price, technical merit, quality, and the balance of overall benefits to the Crown and the Canadian people as set out in the bid solicitation evaluation criteria. The Bidder with the highest Total Weighted Score will be recommended for contract award.

For each responsive bid, the best value calculation will be determined as follows:

$$\frac{\text{Technical Point Rated Score} \times 50}{\text{Maximum Score Available for bid}} + \frac{\text{Lowest Compliant bid Price} \times 35}{\text{Bidder's Total Evaluated bid Price}} + \frac{\text{Indigenous Participation Point Rated Score} \times 15}{\text{Maximum Score Available for bid}} = \frac{\text{Total Weighted Score}}{\text{(50 points)}}$$

- (b) When a calculation includes a decimal, calculations will be rounded to the nearest hundredth value.
Example:
(i) 7.254 to the nearest hundredth = 7.25
(ii) **7.255 to the nearest hundredth = 7.26**
- (c) Following the completion of the PBCP evaluations in Phase 3, the compliant Bidder with the highest overall Total Weighted Score (Best Value) will be recommended for the award of a contract.
- (d) Please refer to 3.1.1 in this Volume to determine the Total Evaluated bid Price for each Bidder.
- (e) In the case of a tie, the contractor with the lowest Total Evaluated bid Price will be recommended for the award of the contract.

Evaluation Example (50-35-15)

Basis of Selection – Highest Combined Rating Technical Merit (50%), Price (35%) and Indigenous Participation (15%)			
	Bidder 1	Bidder 2	Bidder 3
Technical Point Rated Score			
Bid Evaluated Price			
Indigenous Participation Point Rated Score			
Technical Merit Score	XX x 50 = XXX	XX x 50 = XXX	XX x 50 = XXX
Pricing Score	XXX x 35 = XXX	XXX x 35 = XXX	XXX x 35 = XXX
Indigenous Participation Score	XXX x 15 = 9	XXX x 15 = 9	XXX x 15 = 9
Combined Rating			
Overall Rating			

ANNEX E

INDIGENOUS PARTICIPATION CRITERIA Polar Over The Horizon Radar (POTHR)

Interim Indigenous Participation Plan (IPP)

Part 1: General Information

Indigenous Participation Plan (IPP0001)

Canada has made it a priority to advance Reconciliation with Indigenous Peoples and, as part of that effort, to increase Indigenous participation within federal procurement. In keeping with these objectives, this procurement encourages the successful bidder to make Indigenous participation part of the work arising from the contract, by requiring that bidders submit an Indigenous Participation Plan (IPP) as part of their Bid. The IPP should, as much as possible, demonstrate to Canada not only the level of commitments made but also disclose engagement and research activities to support the achievability of the commitments. Bidders should be aware that IPP commitments made as part of their Bid will become deliverables in the resulting contract, subject to regular progress monitoring and reporting (and potentially other measures) to ensure that good faith efforts are being made – during the life of the contract – to achieve IPP commitments.

For more information about how Canada will evaluate submitted IPPs, and for other information related to IPPs in this procurement, see Part 4: Evaluation Procedures and Basis of Selection.

For this requirement, Canada estimates that a sizable portion of the cost of the contract (estimated at ~ 25%) may be directed to Indigenous businesses. For example: The installation of the systems at both the transmit and the receive sites including placement of the system shelters and any associated patch panels on the GFE gravel pads, as well as populating the shelters with the electronic equipment of the systems. This also includes the installation of the elements of the antenna arrays at both transmit and receive sites and laying of the transmission lines and connecting them between the elements of the antenna arrays and the shelters and/or patch panels, in their respective locations. In addition, work based on Task Authorization may be required to prepare the sites prior to system installation. This also may provide opportunity for involving local Indigenous businesses in the project.

Part 2 Relationship

The relationship between the Contractor and the Contracting Authority is supported by several processes aimed at promoting regular, ongoing engagement between the two parties. These processes include Transaction identification and the annual reporting process. Taken together, these and other monitoring measures are aimed at encouraging positive engagement, use of best practices and the successful completion of the Contractor's Obligations in this Contract.

Part 3: Intentionally left blank.

Part 4: Evaluation Procedures and Basis of Selection

Indigenous Participation Plan Criteria (IPP0002)

Bidders must submit an Indigenous Participation Plan (IPP) with their response to this solicitation. Instructions for bidders for the development of an Indigenous Participation Plan are included in Annex E Indigenous Participation Criteria. The IPP should detail how the bidder will integrate the following elements into carrying out the work arising from this contract:

- Indigenous ownership (prime contractor);
- Indigenous ownership (subcontractor(s))
- employment of Indigenous persons by the contractor; and
- training and skills development for Indigenous persons by the contractor;

If the bidder does not submit an IPP, the bidder will automatically be assessed a score of 0 for the IPP component of the evaluation process.

If selected for award of a contract, the commitments contained in the bidder's IPP will be included as a condition of the resulting contract and each criterion of the IPP will become a contractual obligation.

Implementation of the Contractor's IPP will be ensured through close monitoring and may require, for example, that each invoice be accompanied by an IPP Progress Report to demonstrate that contractual obligations are being fulfilled.

Indigenous Participation Plan Criteria (IPP0002.a)

For the purposes of this procurement, to qualify for mandatory or point-rated Indigenous Participation Plan criteria relating to Indigenous-ownership, at the time of award, the business must be:

- an Elder;
- a business owned and/or operated by a Band Council or Tribal Council;
- registered on a **Modern Treaty business list or business directory**; or
- registered on the **Indigenous Business Directory**, administered by Indigenous Services Canada.

Basis of Selection - Highest combined rating of Indigenous Participation Plan score, technical score, and price (IPP0005)

1. To be declared responsive, a bid must:
 - a. comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria; and
 - b. obtain the required minimum score for the Indigenous Participation Plan of zero (0) points. The rating is performed on a scale of 0 to 50 points overall.
2. Bids not meeting the requirements of Part 1 will be declared non-responsive.
3. The selection will be based on the highest combined rating of total Indigenous Participation Plan (IPP) score, technical score, and price. The ratio will be 15% for the total IPP score, 50% for the technical score and 35% for price.
4. The IPP score will be determined as follows: total number of points obtained ÷ maximum number of points available.
5. The technical score for each responsive bid will be determined as follows: total number of points obtained ÷ maximum number of points available.
6. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price as follows: lowest evaluated price ÷ bid price.
7. The responsive bid with the highest combined rating of total IPP score, total technical score, and pricing score will be recommended for award of a contract. The responsive bid obtaining the highest individual score for the IPP, technical, or financial component may not necessarily be

recommended.

8. In the case that two or more bids achieve the same highest combined score, the bid with the highest IPP score will be recommended for award of a contract.

The table below illustrates an example where three bids have been received and all three have been found responsive. The selection of the contractor is determined by a 15/50/35 ratio of total IPP score, total technical score and pricing score.

Basis of Selection – Highest Combined Rating of Technical Merit, Price and Indigenous Participation

- (a) **This basis of selection is defined as the optimal combination of price, technical merit, quality, and the balance of overall benefits to the Crown and the Canadian people as set out in the bid solicitation evaluation criteria. The Bidder with the highest Total Weighted Score will be recommended for contract award.**

For each responsive bid, the best value calculation will be determined as follows:

$$\frac{\text{Technical Point Rated Score} \times 50}{\text{Maximum Score Available for bid (170 points)}} + \frac{\text{Lowest Compliant bid Price} \times 35}{\text{Bidder's Total Evaluated bid Price}} + \frac{\text{Indigenous Participation Point Rated Score} \times 15}{\text{Maximum Score Available for bid (50 points)}} = \text{Total Weighted Score}$$

- (b) **When a calculation includes a decimal, calculations will be rounded to the nearest hundredth value.**

Example:

(i) 7.254 to the nearest hundredth = 7.25

(ii) 7.255 to the nearest hundredth = 7.26

- (c) **Following the completion of the PBCP evaluations in Phase 3, the compliant Bidder with the highest overall Total Weighted Score (Best Value) will be recommended for the award of a contract.**
- (d) **Please refer to 3.1.1 in this Volume to determine the Total Evaluated bid Price for each Bidder.**
- (e) **In the case of a tie, the contractor with the lowest Total Evaluated bid Price will be recommended for the award of the contract.**

Evaluation Example (50-35-15)

Basis of Selection – Highest Combined Rating Technical Merit (50%), Price (35%) and Indigenous Participation (15%)				
		Bidder 1	Bidder 2	Bidder 3
Technical Point Rated Score		156	151	127
Bid Evaluated Price		\$550,000.00	\$500,000.00	\$450,000.00
Indigenous Participation Point Rated Score		30	40	40
Calculations	Technical Merit Score	$156/170 \times 50 = 45.88$	$151/170 \times 50 = 44.41$	$127/170 \times 50 = 37.35$
	Pricing Score	$45/55 \times 35 = 28.64$	$45/50 \times 35 = 31.50$	$45/45 \times 35 = 35.00$
	Indigenous Participation Score	$30/50 \times 15 = 9$	$40/50 \times 15 = 12$	$40/50 \times 15 = 12$
Combined Rating		83.52	87.91	84.35
Overall Rating		3rd	1st	2nd

Part 6/7: Resulting Contract Clauses

Reporting Indigenous Participation Plan Benefits - General Information (IPP0006)

1. The Contractor must, through the life of the contract, maintain and compile records as to the delivery of Indigenous Participation Plan (IPP) Benefits, including but not limited to the following elements:
 1. Indigenous ownership (contractor);
 2. Indigenous ownership (subcontractor(s));

3. employment of Indigenous persons by the contractor;
4. training and skills development for Indigenous persons by the contractor;
2. As part of the obligation under the General Conditions to keep proper accounts and records, the Contractor must maintain all records related to the delivery of Indigenous Participation Plan Benefits and make them available for audit purposes.
3. An IPP Progress Report must be submitted:
 - as requested by the Contracting Authority;
 - with every invoice; and
 - at project milestonesin accordance with Annex E IPP Progress Report of the Contract, before Canada will release payment.
4. If, for any reason, a bid does not include an IPP, Canada will still expect that records documenting any unanticipated IPP Benefits realized under the contract be provided (as requested by the Contracting Authority / with every invoice / at project milestones)

Statement of Work or Requirement - Indigenous Participation Plan (IPP0007)

The Contractor must perform the work in the manner committed to in the Contractor's Indigenous Participation Plan at Annex E, Indigenous Participation Plan to Annex A, Statement of Work and Appendix A, Statement of Requirement to Annex A.

Part 8

Indigenous Participation Plan Certification (IPP0008)

1. The Contractor has certified within its bid that all information relating to its Indigenous Participation Plan is, to the best of its knowledge, true and accurate.
2. During the period of the contract, should the Contractor become aware of any error or omission made in relation to its Indigenous Participation Plan, it must immediately notify the Contracting Authority, and correct the error or omission. The Contracting Authority will formalize the correction through the issuance of a contract amendment.
3. Should the Contractor make any untrue statement in the Indigenous Participation Plan, or should it become aware of any errors or omissions and not notify the Contracting Authority immediately,

Canada may, at its discretion:

- a. Impose a penalty as seen fit.
4. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

Part 9

Indigenous Participation Plan - Disclosure of information (IPP0009)

1. The Contractor agrees that Canada may at any time disclose the Indigenous Participation Plan (IPP) and the IPP Progress Reports to third parties, including to Indigenous communities or their leadership, Indigenous treaty rights-holders or their designated representatives, Parliamentary Committees, and to any independent professional contracted to determine whether the Contractor has met its contractual obligations related to the IPP.
2. As the IPP and the IPP Progress Report could contain information regarding subcontractors and suppliers, the Contractor warrants that it has secured from its subcontractors and suppliers consent to such disclosure by Canada and will continue to obtain consent from additional subcontractors and suppliers throughout the period of the contract. The Contractor also warrants that all consent was freely obtained in accordance with all applicable privacy and human rights laws and obligations. The Contractor further agrees that it will have no right to claim against Canada, its employees, agents or servants, in relation to such disclosures of information.
3. The Contractor undertakes not to include in the IPP or in the IPP Progress Reports any information that cannot be shared publicly or that could constitute private information under the *Privacy Act* (R.S.C., 1985, c. P-21) (e.g., name, home address, personal email, telephone number, social insurance number, driver license number, etc.). However, the Contractor, its subcontractors and its suppliers, must maintain such records for audit purposes in accordance with the General Conditions.

Part 10

Indigenous Participation Plan Deviations (IPP0010)

1. If at any time it becomes apparent to the Contractor that it may be unable to fulfill any of its Indigenous Participation Plan (IPP) obligations, the Contractor must inform the Contracting Authority without waiting for the submission of an IPP Progress Report to be required.

2. If requested by the Contracting Authority, the Contractor must provide a detailed explanation, within the timeframe specified by the Contracting Authority, regarding any actual or anticipated inability to fulfill any of its IPP obligations.
3. If requested by the Contracting Authority, the Contractor must propose, within the timeframe specified by the Contracting Authority, a written Corrective Action Plan to address the deviation(s). The Corrective Action Plan may involve an amendment to the IPP to provide alternative forms of benefits agreed upon by both Canada and the Contractor.
4. Any amendment to the IPP must be documented through a formal contract amendment, which will only be issued if the Parties agree to modify the IPP. Canada may, in its discretion, refuse to accept modifications to the IPP if, in Canada's opinion, the proposed amendments do not offer similar value and/or quality of benefits.
5. Any reduction in benefits may be considered by Canada as any other failure to meet a contractual obligation.

Part 11

Indigenous Participation Plan - Third-Party Independent Professional (IPP0011)

1. If requested by Canada, the Contractor must engage a third-party independent professional to confirm whether the Contractor has met its contractual obligations regarding the Indigenous Participation Plan (IPP) under the Contract. The third-party independent professional must be approved in advance by the Contracting Authority.
2. If the Contracting Authority has not approved the proposed third-party independent professional, or if the Contractor has not proposed a third-party independent professional within 30 days of Canada's original request, the Contracting Authority will propose up to three third-party independent professionals from which the Contractor must choose.
3. The Contractor must submit the third-party independent professional's written report to the Contracting Authority immediately on receipt of the report, and the Contracting Authority may contact the third-party independent professional directly regarding the report.
4. If the third-party independent professional confirms that the Contractor has substantially met the requirements regarding activities specified in the IPP, Canada agrees to reimburse the Contractor the cost of the third-party independent professional, including any applicable taxes, upon receiving a copy of the invoice paid by the Contractor.
5. If the third-party independent professional confirms that the Contractor has not substantially met the requirements regarding activities specified in the IPP:

- a. Canada will not reimburse the Contractor any cost of the third-party independent professional;
 - b. the Contractor must, at the discretion of Canada, repay Canada in the amount found to have been paid in excess by Canada to the Contractor related to IPP activities not performed in accordance with the IPP; and
 - c. Canada may retain any amount found to have been paid in excess by Canada, including for activities not performed in accordance with the IPP, by way of deduction from any payment that may be due or payable to the Contractor.
6. Nothing in this section limits any other remedy or action available to Canada under this contract.

Part 12

Indigenous Participation Plan - Invoicing instructions (IPP0012)

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. As a condition of payment, each invoice must be supported by:
 - a. a copy of a completed and up-to-date Indigenous Participation Plan (IPP) Progress Report as described in Annex E (IPP Progress Report) of the Contract;
 - b. a copy of time sheets to support the time claimed;
 - c. a copy of the release document and any other documents as specified in the Contract;
 - d. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses; and
 - e. a copy of the monthly progress report.
3. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the following address, for certification and payment:

_____ *(Insert the name of the organization)*

_____ *(Insert the address of the organization);*

- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" (of the Contract).

Part 13

Indigenous Participation Plan - Invoicing Instructions - Progress Payment Claim (IPP0013)

1. The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment. See Annex F for further information.
2. Each claim must show:
 - a. all information required on form [PWGSC-TPSGC 1111](#); and
 - b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions.
3. Each claim must be supported by:
 - a. a copy of a completed and up-to-date Indigenous Participation Plan (IPP) Progress Report as described in Annex E (IPP Progress Report) of the Contract
 1. a copy of time sheets to support the time claimed;
 2. a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses; and
 3. a copy of the monthly progress report.
4. The Contractor must prepare and certify one original of form [PWGSC-TPSGC 1111](#), and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.
The Project Authority will then forward the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
5. The Contractor must not submit claims until all work identified in the claim is completed.

Part 14

Canada's Indigenous Participation Plan Authority (IPP0014)

Canada's Indigenous Participation Plan (IPP) Authority for the Contract is:

Name: Paul Lacoursiere

Title: Supply Team Lead

Public Works and Government Services Canada

Acquisitions Branch

Directorate: DMPD

Address: 11 Laurier St Gatineau PQ|QC K1A 0S5 Canada

Telephone: Cell 343-551-1529

E-mail address: Paul.Lacoursiere@tpsgc-pwgsc.gc.ca

The IPP Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for matters concerning the IPP Benefits in the Contract. Matters pertaining to the implementation of the IPP may be discussed with the IPP Authority.

Changes to the IPP, including any Corrective Action Plan, can only be made through a contract amendment issued by the Contracting Authority.

Part 15

Contractor's Indigenous Participation Plan Authority (IPP0015)

The Contractor's Indigenous Participation Plan (IPP) Authority for the Contract is:

Please fill out.

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

Email address: _____

The Contractor's IPP Authority is the representative of the Contractor who is responsible for matters concerning IPP Benefits in the Contract. Matters pertaining to the IPP may be discussed with the Contractor's IPP Authority.

Part 16

16 Remedies

16.1. Notwithstanding the terms of the Contract that provide remedies in the event of default by the Contractor, one or more of the following remedies may be exercised in the event of default under these Terms and Conditions. Some or all remedies may apply, but combined the remedies under these terms and conditions found in the IPP will not exceed 10% of the overall Contract Price. In the event of a default by the Contractor of its obligations pursuant to these Terms and Conditions, the remedies contained in this Article are in addition to, and not in substitution for, any remedies provided elsewhere in the Contract. Below is a summary of the remedies:

Holdback/Stop Payment ; Holdbacks/stop payment would typically apply throughout the course of the contract, in those circumstances where the schedule for identifying Transactions, the achievement of Indigenous milestones are not met. Holdbacks will be a percentage of the milestone payment and would be released progressively as the deficiency is extinguished.

Contract Termination; Contract termination could be used in circumstances where the Contractor has failed to satisfy certain pre-identified, major Obligations.

16.2. Holdback/Stop Payment

16.3.1. If the Contractor has failed to meet any of its Obligations contained in the Indigenous Participation Plan the Contracting Authority will notify the Contractor in writing of such deficiency and Canada may apply a holdback (the Holdback) from any claim for payment then due or payable under the Contract.

16.2.2. With respect to the Holdback, a cure period of 60 calendar days (the Cure Period), beginning on the date of notification to the Contractor by the Contracting Authority, will apply before the Holdback takes effect.

16.2.2.1. Within the Cure Period, the Contractor may take corrective action by providing to the Contracting Authority a corrective action plan to remedy the deficiency. If the plan is accepted by the Contracting Authority, no Holdback will be made.

16.2.2.2. If, after the Cure Period, the plan has not been accepted the accrual of the Holdback will be equal to 10% (profit) of the, milestone claim for payment and will accrue until it reaches the amount of the deficiency, or until the Contractor submits a plan that is approved by the Contracting Authority,

whichever occurs first.

16.2.3. The Holdback will be released progressively as the deficiency is extinguished. During the Holdback period, the Contract Authority will confirm the amount of Transactions identified within a reasonable amount of time from when the claims for Transactions are submitted by the Contractor. The corresponding amount of the Holdback will be released when the next payment under the Contract is made.

17. Responsibilities of the parties

17.1. The award of this Contract to the Contractor resulted from a procurement process in which the Contractor committed to fulfill the Obligations.

17.2. It is the responsibility of the Contractor to ensure that it can complete the Transactions and that these are not limited by applicable laws, regulations, policies or standards.

18. Contract price changes

18.1. In the event that the Contract Price is increased (e.g. New Tasks or options exercised) or decreased, the Contractor's Obligations in the contract will correspondingly be either increased or decreased.

18.2. If the Contract Price increases after the 2nd year following the effective date of the Contract, the Contractor must submit to the Contract Authority, Transactions valued at or greater than what they proposed within the IPP Process, within 1 year of the date of the increase.

ANNEX E
INDIGENOUS PROCUREMENT PLAN CERTIFICATION

To be eligible for contract award, the Bidder must complete this Annex E and include a copy with the bid submission. Failure to provide a completed copy of this certification will result in a score of zero in the indigenous participation point rated criteria.

The Bidder must, upon request by Canada, provide to Canada all necessary information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide access to all reasonably required facilities for any audits.

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Name of business	
Name(s) of business owner(s)	
I am an owner of _____ (<i>insert name of business</i>) and a representative for the business. I certify that all the information included within the Indigenous Participation Plan I have submitted with my bid is true, and I consent to its verification, upon request, by Canada.	
Printed name of owner	Date
Signature of owner	

ANNEX E

IPP PROGRESS REPORT

The Contractor may use the following report template in order to demonstrate its progress towards the Indigenous Participation Plan obligations identified within its bid.

Contract #:		Report Date:	
Period of Work Covered by the Report (e.g. period, year, phase):			
Contractor's Name and Address:			

Indigenous Ownership

Instruction to Contractor

Provide a report to Canada that includes the following:

- Reporting period covered (e.g., dates, reporting interval, project milestones, year-to-date, etc.)
- Benefits delivered during the reporting period (e.g., value of work completed, subcontracts issued, supplies purchased, etc.)
 - Description of the work completed, or subcontracts issued, including which party delivered the benefits (i.e. Contractor, subcontractor or supplier)
 - If applicable, progress related to benefit delivery plan or schedule
- Benefits (commitments) remaining to be delivered by the end of contract (e.g., value of work completed, subcontracts issued, supplies purchased, etc.)

The following example demonstrates a report that may be submitted for IPP commitments related to Indigenous ownership. Bidders must submit any subcontractor's information with the value of the contracts. Indigenous Businesses must meet the criteria laid out in: <http://www.naedb-cndea.com/en/defining-indigenous-businesses-in-canada>

IPP INDIGENOUS OWNERSHIP - Phase 1 of 3 (January 1 to June 30, 2021)			
Item	Company Name and Role (e.g. Contractor, subcontractor)	Description of the Work	Dollar Value for this Reporting Period
1	ABC Construction (Contractor)	General contracting and project management	\$35,000.00
2	123 Demolition (subcontractor)	Concrete pad demolition and removal	\$20,000.00
3	Tom's Concrete (subcontractor)	Concrete prep, pouring and finishing	\$10,000.00

4	Gail's Hardware (supplier)	Construction tools, supplies and material	\$10,000.00
Total for this Reporting Period			\$75,000.00
Total Value of IPP Indigenous Ownership Commitments			\$295,000.00
IPP Indigenous Ownership Commitments Remaining to be Delivered			\$180,000.00

For this example, all businesses listed are Indigenous-owned businesses. Non-Indigenous businesses would not be included in an IPP Progress Report.

The template above would be considered acceptable as it provides sufficient information for Canada to evaluate the Contractor's progress made towards delivering on its IPP commitments. If, in this example, the entire contract was to take place over 18 months, this report would cover one-third of that duration, and Canada may comment upon the fact that one-third of committed benefits were not delivered during the period. The Contractor may indicate that it had intended to purchase a much greater volume of tools, supplies and material through Gail's Hardware, but that supply chain issues had resulted in very limited availability. If it is clear that these developments would impact the Contractor's ability to fulfill the IPP Indigenous Ownership commitments, the Contractor may suggest alternate means to achieve the overall commitment. This might involve finding another Indigenous supplier for required materials, or supplementary benefits in the categories of Employment of Indigenous Persons or Training and Skills Development for Indigenous Persons. It is not necessary that the benefits provided occur in the same category as they were originally committed to, though the delivered benefits should be materially similar. Canada can be an active participant in making suggestions for the Contractor to practically achieve its original overall IPP commitment.

This ongoing dialogue between Canada and the Contractor is one of the intended outcomes and objectives underlying IPP Progress Reports. The overall goal should be to ensure delivery of the benefits identified within a Contractor's IPP.

Employment of Indigenous Persons

Instruction to Contractor

Provide a report to Canada that includes the following:

- Reporting period covered (e.g., dates, reporting interval, project milestones, year-to-date, etc.)
- Benefits delivered during the reporting period (e.g., wages, hours, number of Indigenous employees, etc.)
 - If applicable, progress related to benefit delivery plan or schedule
- Benefits (commitments) remaining to be delivered by the end of contract (e.g., wages, hours, number of Indigenous employees, etc.)

The following example demonstrates a report that may be submitted for IPP commitments related to employment.

IPP EMPLOYMENT - FYQ 1 (April 1 to June 30, 2022)		
Item	Employment Type or Position	Wages for this Reporting Period
1	Journeyman electrician	\$2,500.00
2	Apprentice electrician	\$1,750.00
3	Engineer (to be hired)	\$0.00
4	General labourers (average of five employed over reporting period)	\$2,300.00
Total Wages for this Reporting Period		\$6,550.00
Total Value of IPP Employment Commitments		\$37,250.00
IPP Employment Commitments Remaining to be Delivered		\$26,000.00

The template above would be considered acceptable as it provides sufficient information for Canada to evaluate the Contractor's progress made towards delivering on its IPP commitments. If, in this example, the entire contract was to take place over one fiscal year, this report would cover one-quarter of that duration, and Canada may comment upon the fact that one-quarter of committed benefits were not delivered during the period. However, in this case, the Contractor could indicate that the reporting period includes ramp-up time, and though the engineer position remains to be filled, they have a pool of Indigenous candidates. Once hired, the significantly higher wages for that position will make-up any apparent shortfall in progress towards the IPP employment commitment.

This ongoing dialogue between Canada and the Contractor is one of the intended outcomes and objectives underlying IPP Progress Reports.

Training and Skills Development for Indigenous Persons

Instruction to Contractor

Provide a report to Canada that includes the following:

- Reporting period covered (e.g., dates, reporting interval, project milestones, year-to-date, etc.)
- Benefits delivered during the reporting period (e.g., training hours, training objective, number of Indigenous trainees, trainee wages, etc.)
 - If applicable, progress related to benefit delivery plan or schedule
- Benefits (commitments) remaining to be delivered by the end of contract (e.g., training hours, training objective, number of Indigenous trainees, trainee wages, etc.)

The following example demonstrates a report that may be submitted for IPP commitments related to training and skills development.

Item	Training Type	Training Objective	Training Hours for this Reporting Period
1	Apprentice electrician (2 trainees)	Training hours will contribute to trainees' achievement of professional electrician level 1	500 hrs.
2	Red Seal welder	Training hours will contribute to trainee's progress towards receiving a Red Seal	200 hrs.
3	General labour (2 trainees)	On-the-job training for general labour	50 hrs.
Total Hours for this Reporting Period			750 hrs.
Total IPP Training and Skills Development Commitments			2,000 hrs.
IPP Training and Skills Development Commitments Remaining to be Delivered			1,250 hrs.

The template above would be considered acceptable as it provides sufficient information for Canada to evaluate Contractor's progress made towards delivering on its IPP commitments. In this example, Milestone 1 covers half of the full contract term, and Canada may comment upon the fact that only roughly one-third of committed benefits were delivered during the period covered by the report. In this case, the Contractor may note that it had originally identified two trainees in the general labour category, but after a short amount of training had been completed, both received other opportunities they decided to pursue. Canada may work with the Contractor to identify additional training opportunities for Indigenous persons, or IPP benefits in another category, to ensure delivery of results that provide a materially-similar outcome in comparison to the original commitment.

This ongoing dialogue between Canada and the Contractor is one of the intended outcomes and objectives underlying IPP Progress Reports.



ANNEX H

POTHR CLASSIFIED ONE-ON-ONE SESSION INFORMATION

The intention of the one-on-one meetings is to release the locations of the requirements within the RFP as per Annex D. The Crown will NOT answer questions or discuss the requirement with the Contractors. The one-on-one meetings will be able to accommodate up to two personnel from each company who wishes to submit a bid. Only those who have a SECRET clearance through PSPC may attend the one-on-one meetings. These sessions will be conducted in English as per the choice of language by the vendors during the RFI stage. Each contractor may register up to two representatives to attend the one-on-one meetings. Contractors and individual personnel must fill out and sign Non-Disclosure Agreements (NDA). See attachment one and two to this Annex;

Participating Contractors are advised that the one-on-one meetings will provide more granularity of the location of the DRDC requirements.

Contractors are not required to attend a one-on-one meetings, however they would not receive the actual location of the requirement. Bidders who do not attend are still welcome to submit a response to this RFP.

ONE-ON-ONE MEETING DETAILS

Dates: Wednesday, February 07 2024

Location & Address: Gate One
Department of National Defence
NDHQ (Carling Campus)
60 Moodie Drive
Ottawa, Ontario, Canada K2H 8G1

Security Classification: Classified SECRET

Note: For external attendees: There is daily parking near Gate One but parking is limited.

Registration Deadline: *January the 17, 2024 at 3:00 pm EST*

Reporting requirements:

Contractor representatives must report to Gate One on the west side of site at the assigned time. A Crown representative will meet the Contractor representatives and assist with check-in. Government photo ID is required.

Crown representative will escort Contractor to secure area. It is a 10-15 minute walk from Gate One to the secure area. When secure area is ready, The Contractor will enter secure area and will have up to 30 minutes to study classified Annex D. No questions will be answered by the Crown.

Crown representative will then escort Contractor back to Gate One and assist with check-out.



REGISTRATION REQUIREMENTS

Information Required:

In order to register for a one-on-one meeting Contractors must provide the following by *January the 17, 2024 at 3:00 pm EST*:

1. Name of company;
2. Full name, corporate title, citizenship and Date of birth (DOB) of each supplier or employee attending;
3. The Security clearance(s) and Personnel Security Identification file number (if available) of each supplier or employee attending;
4. Date of Visit is Wednesday February, **7 2024**
5. Purpose of visit;
6. Point of contact email and phone number for each participant; and
7. Sign the Corporate and Individual Non-Disclosure Agreements in the form set out in Annex H and return to the Contracting Authority herein (a scanned copy via email is acceptable).

Security Requirements required to attend the classified one on ones:

1. SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. W7714-228152

1. The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of SECRET, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to CLASSIFIED/PROTECTED information, assets or sensitive site(s) must EACH hold a valid personnel security screening at the level of SECRET, or RELIABILITY STATUS, as required, granted or approved by the CSP, PWGSC.
3. The Contractor personnel requiring access to RESTRICTED CLASSIFIED/PROTECTED information, assets or sensitive site(s) **must be citizens of Australia, Canada, New Zealand, the United Kingdom, or the United States of America, must be permanent residents of Canada** and must EACH hold a valid personnel security screening at the level of SECRET, or RELIABILITY STATUS, as required, granted or approved by the CSP, PWGSC.
4. The Contractor **MUST NOT** remove any CLASSIFIED/PROTECTED information or assets from the identified site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
5. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of the CSP, PWGSC.
6. The Contractor must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at AnnexC

Each Contractor or Supplier will be allowed to register for one session lasting 30 Minutes

Attendees are responsible for their own transportation, accommodation, meals, parking and all other expenses.

Please contact the following to register for the Classified One-on-One Sessions:

Paul Lacoursiere

Cell/ Cellulaire: 343-551-1529

Paul.Lacoursiere@tpsgc-pwgsc.gc.ca ,

Public Services and Procurement Canada
11 Laurier Street Gatineau, Quebec K1A 0S5

The use of email to communicate is preferred for unclassified questions.

RULES OF ENGAGEMENT

By participating in the one-on-one meeting, attendees agree to the rules of engagement detailed in This Annex,.

INFORMATION PRIOR TO CLASSIFIED ONE ON ONES:

Contractors and Supplies may still provide formal unclassified comments or questions in writing to the Contracting Authority identified above in response to the RFP.

QUESTIONS CONTAINING CLASSIFIED INFORMATION

Contractors and Supplies must not email any questions which contain SECRET classified information. This includes references to details in Annex D.



ONE-ON-ONE SESSIONS	
Dates:	Wednesday, February, 7, 2024
Location & Address:	Gate One Department of National Defence NDHQ (Carling Campus) 60 Moodie Drive Ottawa, Ontario, Canada K2H 8G1 Room: TBD
Room Description:	Classified
Time:	08:30-1530

Please Note: Due to the nature of the information being discussed, all participants must have a valid Secret level security clearance.

DATES	TIME SLOTS	QUALIFIED SUPPLIER NAME
Wednesday, February 7 2024	0830-0930	
	0900-1000	
	0930-1030	
	1000-1100	
	1030-1130	
	1100-1200	
	1300-1400	
	1330-1430	
	1400-1500	
	1430-1530	

Please note: The scheduled time slots will be scheduled in the order of the requests received by the CA
For example : If two requests are received for the same time slot, the slots will be assigned in the order in which they were received.

60 Moodie Drive



To highways 416 & 417



ATTACHMENT 1
CORPORATE

NON-DISCLOSURE AGREEMENT FOR PARTICIPATION IN INDUSTRY
ENGAGEMENT PWGSC FILE # W7714-228152

The above noted solicitation process (the “**Solicitation Process**”), including the “Industry Engagement” component, may require the disclosure of Information and Controlled Information (each as defined below) by or on behalf of Canada to Recipient. In consideration of Canada providing such disclosures, Recipient acknowledges and agrees that:

1. Information

- (a) During the Solicitation Process, Canada may disclose certain information to Recipient: (i) that is not Controlled Information (as defined below); or (ii) that is information that is not otherwise made publicly available by Canada without obligations of confidentiality or non-disclosure (collectively, the “**Information**”).
- (b) Canada is disclosing the Information to Recipient for the sole and exclusive purpose of enabling Recipient to participate in the Solicitation Process, and, should Recipient determine it wishes to do so, to prepare and submit an offer to Canada, should Canada seek such offers (the “**Purpose**”).
- (c) Recipient shall keep confidential the Information provided to Recipient by or on behalf of Canada in connection with the Solicitation Process.
- (d) Any disclosure of the Information shall be on a “need to know” basis solely to Recipient’s employees or to its legal or financial advisors, provided they have executed, in advance, the Individual Non-Disclosure Agreement herein. Recipient shall not disclose any Information to any other person including to its contractors or subcontractors without Canada’s prior written consent nor shall Recipient make or permit any public disclosure or release whatsoever of the Purpose or the Information, in whole or in part. Recipient shall not alter, remove or obstruct any confidentiality or other notices provided on or in the Information, and shall reproduce, in full, all such notices and markings in or on any copies, extracts or other documentation which may contain any Information.
- (e) Recipient may disclose Information where required to do so by law or order of a court of competent jurisdiction, but only to the extent necessary to comply with such law or order and provided that Recipient has first provided advance written notice to Canada so that Canada, at its sole discretion, may obtain any protective order or its equivalent. Recipient shall notify the relevant person or entity to whom the Information is to be disclosed of the confidential nature of such information and request confidential treatment. Without prejudice to the foregoing, Recipient shall comply with all reasonable requests of Canada relating to such disclosure.
- (f) Unless otherwise permitted under paragraph (g), Recipient shall, on the earlier of Canada’s written request or the completion or termination of the Purpose or any solicitation process with respect thereto, return or destroy (as Canada may direct) all of the Information disclosed by or on behalf of Canada in its possession or under its control, and procure the return or destruction (as Canada may direct) of any such Information in the possession or under the control of any person to whom such Information may have been disclosed, save that Recipient’s legal advisors may each retain one copy of the Information to the extent required to satisfy their professional duties or requirements. For the purposes of this paragraph, “destruction” shall include expunging any Information held on computer or other electronic systems.
- (g) Should Recipient be awarded a contract as a result of the Solicitation Process, Recipient is entitled to retain the Information, subject to its continued compliance with this Agreement and those provisions of the awarded contract with respect thereto.

2. Controlled Information (if applicable)

- (a) Controlled Information means: (i) any information or materials that are a controlled good as defined in the *Schedule (Controlled Goods List)* of the *Defence Production Act*; or (ii) any information that is subject to Canada’s Industrial or Contract Security Program, including PROTECTED/CLASSIFIED information or materials; or (iii) information or materials that are both a controlled good as defined in the *Defence Production Act* and subject to Canada’s Industrial or Contract Security Program.
- (b) Recipient acknowledges and agrees that any and all use of Controlled Information, including without limitation, all access, copying, distribution, disclosure, transmission, retransmission, export, re-export, transfer, re-transfer, storage and destruction (or prohibitions on destruction) of Controlled Information, shall be on a “need to know” basis solely and exclusively for the Purpose and shall be subject to and in compliance with, as applicable: (i) the *Controlled Goods Regulations* and the requirements of the Controlled Goods Program (including registration, compliance, or exemption); and (ii) Canada’s Industrial or Contract Security Program including any Security Agreement or other requirements of such Program(s), including those Security Requirements as set forth in Annex E (as applicable) to this Agreement. Nothing contained in this Agreement limits or otherwise derogates from Recipient’s obligations under either of the foregoing Programs. (iii) Recipient acknowledges that (i) Canada may disclose Controlled Information during the Solicitation Process to Recipient, to the extent Recipient is authorized to receive such Controlled Information; and (ii) Recipient may not be authorized to receive all Controlled Information otherwise made available by Canada during the Solicitation Process. Recipient remains solely responsible for maintaining all requisite authorizations and permissions at all times.
- (c) Without limiting the foregoing, Recipient shall return or destroy (at Canada’s sole and exclusive direction) any Controlled Information. Recipient acknowledges that such direction may be provided by Canada in its sole and exclusive discretion, whether or not the Solicitation Process has been completed or terminated or Recipient has completed the Purpose.



3. General

(a) Recipient is liable for any damages, costs, losses and expenses arising from a breach of this Agreement by Recipient, its employees, representatives and/or any other party to whom Recipient discloses the Information or Controlled Information. The provisions of this Agreement shall survive termination of this Agreement and/or any return or destruction of Information or Controlled Information, and/or termination or completion of the Purpose or the Solicitation Process. This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of the Province of Ontario.

Recipient Name: _____

[Insert full corporate (legal) name]

I have authority to bind Recipient

Per: _____ Name (print): _____ Date: _____

Recipient Security Officer

Per: _____ Name (print): _____ Date: _____

PSPC Contracts:

Name: Paul Lacoursiere

Title: Supply Team Lead

Public Works and Government Services Canada

Acquisitions Branch

Directorate: DMPD

Address: 11 Laurier St Gatineau PQ|QC K1A 0S5 Canada

Telephone: Cell 343-551-1529

E-mail address: Paul.Lacoursiere@tpsgc-pwgsc.gc.ca

The use of email to communicate is preferred.



ATTACHMENT 2

INDIVIDUAL

NON-DISCLOSURE AGREEMENT FOR PARTICIPATION IN INDUSTRY

ENGAGEMENT PWGSC FILE # W7714-228152

The above noted solicitation process (the "**Solicitation Process**"), including the Industry Engagement component, may require the disclosure of Information and Controlled Information (each as defined below) to Recipient by or on behalf of Canada or by Recipient's employer as identified below (the "**Company**"). Recipient acknowledges and agrees that:

1. Information

- (a) During the Solicitation Process certain information may be disclosed to Recipient by the Company or by or on behalf of Canada: (i) that is not Controlled Information (as defined below); or (ii) that is information that is not otherwise made publicly available by Canada without obligations of confidentiality or non-disclosure (collectively, the "**Information**").
- (b) Disclosure of Information to Recipient is for the sole and exclusive purpose of enabling Recipient, on behalf of and under the direction of Company, to participate in the Solicitation Process (the "**Purpose**").
- (c) Recipient shall keep confidential all Information provided to Recipient. Any disclosure of the Information shall be on a "need to know" basis solely to Company's employees who have been identified by Company as being authorized to receive such Information. Recipient shall not disclose any Information to any other person including to Company's contractors or subcontractors without Company's prior written direction nor shall Recipient make or permit any public disclosure or release whatsoever of the Purpose or the Information, in whole or in part. Recipient shall not alter, remove or obstruct any confidentiality or other notices provided on or in the Information, and shall reproduce, in full, all such notices and markings in any copies, extracts or other documentation which may contain any Information.
- (d) Recipient may disclose Information where Company has confirmed that Company is required to do so by law or order of a court of competent jurisdiction, but only to the extent necessary to comply with such law or order and provided that, without prejudice to the foregoing, Recipient has complied with any direction of Company with respect to such disclosure.
- (e) Recipient shall, immediately, upon direction from Company, return or destroy all of the Information in Recipient's possession or under Recipient's control. For the purposes of this paragraph, "destruction" shall include expunging any Information held on computer or other electronic systems.

2. Controlled Information (if applicable)

- (a) Controlled Information means: (i) any information or materials that are a controlled good as defined in *Schedule (Controlled Goods List)* of the *Defence Production Act*, or (ii) any information that is subject to Canada's Industrial or Contract Security Program, including PROTECTED/CLASSIFIED information or materials; or (iii) information or materials that are both a controlled good as defined in the *Defence Production Act* and subject to Canada's Industrial or Contract Security Program.
- (b) Any and all use of Controlled Information, including without limitation, all access, copying, distribution, disclosure, transmission, retransmission, export, re-export, transfer, re-transfer, storage and destruction (or prohibitions on destruction) of Controlled Information, shall be on a "need to know" basis solely and exclusively for the Purpose and shall be subject to and in compliance with, as applicable: (i) the *Controlled Goods Regulations* and the requirements of the Controlled Goods Program (including registration, compliance, or exemption); and (ii) Canada's Industrial or Contract Security Program including any Security Agreement or other requirements of such Program(s), including those Security Requirements as set forth in Annex E (as applicable) to this Agreement. Nothing contained in this Agreement limits or otherwise derogates from Recipient's obligations under either of the foregoing Programs.
- (c) Without limiting the foregoing, Recipient shall immediately, at Company's direction, return or destroy any Controlled Information in Recipient's possession or under Recipient's control.



3. General

(a) Recipient shall immediately notify Company of any breach of this Agreement. The provisions of this Agreement shall survive termination of this Agreement and/or any return or destruction of Information or Controlled Information, and/or termination or completion of the Purpose or the Solicitation Process. This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of the Province of Ontario.

<p>Company (print): _____</p> <p>Recipient: (print name): _____</p> <p>Signature: _____</p> <p>Date: _____</p>	<p>Company Security Officer (print): _____</p> <p>Signature: _____</p> <p>Date: _____</p>
--	--

PSPC Contracts:

Name: Paul Lacoursiere

Title: Supply Team Lead

Public Works and Government Services Canada

Acquisitions Branch

Directorate: DMPD

Address: 11 Laurier St Gatineau PQ|QC K1A 0S5 Canada

Telephone: Cell 343-551-1529

E-mail address: Paul.Lacoursiere@tpsgc-pwgsc.gc.ca

The use of email to communicate is preferred.