**Area Detection and Identification System (ADIS)**

**DRAFT REQUEST FOR PROPOSAL (RFP)**

**W8476-18ADIS/A**

**VOLUME 1: BIDDER INSTRUCTIONS AND REQUIREMENTS**

**IMPORTANT INFORMATION REGARDING THIS RFP:**

1. **Please note that this RFP is still under development**
2. This DRAFT RFP contains 3 Volumes and bidders must consider the elements indicated in the 3 Volumes. Bidders are requested to submit pricing for the 2 contracts:
* Volume 2: W8476-145109 (Systems acquisition)
* Volume 3: W8476-165477 (In-Service Support)
1. The main objective is to get feedback from industry members on the elements contained in this document. Industry members can use this editable MS Word version to add their comments and/or to add any additional information through the “Track changes” feature.
2. Canada may use the information provided by industry members to improve the current requirement and/or to finalize the RFP document. The publication of this draft RFP does not commit Canada to release an official RFP, to award a contract and does not carry any legal or other obligations to Canada to enter into an agreement or accept suggestions from industry members.
3. Canada reserves the right to accept or reject, in whole or in part, any comments received. In addition, the Government of Canada will not reimburse the costs incurred by industry members to participate in the review of this RFP, nor any activity related to the consultation process.

**This document contains Security Requirement**

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**PART 1 - GENERAL INFORMATION**

1.1 Introduction

This bid solicitation is divided into three (3) Volumes as detailed below and each Volume includes Annexes, Appendices and attachments that form part of the Request for Proposal (RFP), as follows:

**Volume 1: BIDDER INSTRUCTIONS AND REQUIREMENTS**

"The Phased Bid Compliance Process applies to this requirement."

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

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

* Attachment 1 to Part 2: Confidentiality Agreement;

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

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

* Attachment 1 - Bid Evaluation Plan – Acquisition and In-Service Support;
* Attachment 2 - Industrial and Technological Benefits (ITB) Value Proposition – Bidder Instructions;
* Attachment 3 - the Industrial and Technological Benefits (ITB) Value Proposition Bid Evaluation Plan; and
* Attachment 4 - the Industrial and Technological Benefits (ITB) Value Proposition Bid terms and conditions.

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

* Attachment 1 - Certifications Precedent to Contract Award;

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

**Volume 2 – ADIS Acquisition Resulting Contract**

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

The Annexes include the Statement of Work, Appendixes and attachments, the Basis of Payment, Security Requirements, the Security Requirements Checklist, and the Federal Contractors Program for Employment Equity Certification.

**Volume 3 – ADIS In-Service Support (ISS) Evaluation criteria, Security and Resulting contract**

Resulting Contract Clauses: includes the clauses and conditions that will apply to In-Service Support Contract.

The Annexes include the Statement of Work and appendixes or attachment, the Basis of Payment, Security Requirements, the Security Requirements Checklist, the Federal Contractors Program for Employment Equity - Certification, the DND 626 Task Authorization Form and any other annexes.

1.2 Summary

The Department of National Defence (DND) has a requirement for the supply of a chemical Area Detection and Identification System (ADIS). The ADIS will provide an early warning to Canadian Armed Forces (CAF) which will allow them to survive and operate under the chemical threat by adopting protective measures.

It is Canada’s intention to purchase 32 Area Detection and Identification System (ADIS) system.

To do so, Canada will issue two (2) separate contracts to the selected Contractor; one (1) for the acquisition and modification of the detectors and one (1) for the In-Service Support Phase.

**The objective of these two contracts is to purchase a Commercial Off-the Shelf (COTS) and upgrade it based on testing / field trial results as well as new users’ requirements, and then manufacture and deliver thirty two (32) ADIS kits that is supportable throughout the equipment’s life.**

The period of the resulting Acquisition contract will be for a period not to exceed three (3) years from Contract Award.

The period of any resulting In-service Support contract will be for a period of two (2) years with four (4) additional two (2) years optional periods. The start of the ISS contract will be from the first ADIS delivery.

There are security requirements associated with this requirement. For additional information, consult:

Volume 1 - Part 6 Security, Financial and Other Requirements,

Volume 2 - Resulting Acquisition Contract Clauses article 3.1 and

Volume 3 - Resulting In-Service Support Contract Clauses, article 3.1.

For more information on personnel and organization security screening or security clauses, bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) website.

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

The requirement is subject to the application of the Industrial and Technological Benefits (ITB) Policy including Value Proposition (VP).

It is Canada’s intent that the successful Contractor provides Industrial and Technological Benefits, including a Value Proposition related to both the ADIS Acquisition and In-Service Support requirements, to maximize business activities for Canadian industry.

1.3 Debriefing

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

1.4 Communication

As a courtesy and in order to coordinate any public announcements pertaining to this contract, the Government of Canada requests that successful Bidders notify the Contracting Authority 5 days in advance of their intention to make public an announcement related to the recommendation of a contract award, or any information related to the contract. The Government of Canada retains the right to make primary contract announcements.

1.5 Conflict of Interest - unfair advantage

2003 18 (2012-03-02) Conflict of interest—unfair advantage amended as follow:

Canada has retained the services of the following independent third parties to assist in the technical preparation of the RFP:

a**.**  Promaxis;

b. Calian; and

c. Valcom.

Therefore, in order to protect the integrity of the procurement process:

1. the three (3) entities identified above and any other entities that have worked on the technical preparation of the RFP documentations, including their respective directors, officers, partners, employees, and any of the foregoing who leave that employment or engagement are “Restricted Parties” and are:
2. Not eligible to participate as a Bidder or subcontractor;

b. Prohibited from providing advice to any Bidder, directly or indirectly, with respect to the preparation of a bid or the negotiation of any resulting contract; and

c. Prohibited from participating in the negotiation of any resulting contract in any way as an employee, advisor, consultant, subcontractor, or otherwise in connection with any Bidder.

1. Bidders are also advised that Canada may reject a bid in the following circumstances:
	1. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
	2. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
2. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
3. Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

If a violation is discovered after the award of the Contract, the violation shall be grounds for termination of the contract under the default provisions. By submitting a bid, the Bidder confirms that the bid was prepared without any violation of this Article.

1.6 Third Party – Fairness Monitor

Bidders are advised that Canada has retained the services of a Fairness Monitor from Samson & Associates for the oversight of the entire ADIS procurement process.

1.7 Engagement Process

Canada conducted an Engagement process for the ADIS Project. Key information disclosed during the Engagement process may be relevant for any Bidders who want to submit a Bid under this solicitation. We encourage Bidders to consult the following link for further information about the Engagement process and also to consult its Questions and Answers compendiums:

<https://buyandsell.gc.ca/procurement-data/tender-notice/PW-SV-065-26698>

and

<https://buyandsell.gc.ca/procurement-data/tender-notice/PW-18-00829424>

**Area Detection and Identification System (ADIS)**

**REQUEST FOR PROPOSAL (RFP)**

**W8476-18ADIS/A**

**VOLUME 1: BIDDER INSTRUCTIONS AND REQUIREMENTS**

**PART 2 – Bidder Instructions**

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/23) (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Delete: 60 days

Insert: 180 days

**2.1.1 List of Proposed Subcontractors**

If the bid includes the use of subcontractors, the Bidder agrees, upon request from the Contracting Authority, to provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.

2.2 Submission of Bids

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

2.3 Former Public Servant – Competitive Bid A3025T (2014-06-26)

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

**Definitions**

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [*Financial Administration Act*](http://laws-lois.justice.gc.ca/eng/acts/f-11/%20), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

"pension" means a pension or annual allowance paid under the [*Public Service Superannuation Act*](http://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html%20) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [*Supplementary Retirement Benefits Act*](http://laws-lois.justice.gc.ca/eng/acts/S-24/page-2.html), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [*Canadian Forces Superannuation Act*](http://laws-lois.justice.gc.ca/eng/acts/C-17/page-1.html), R.S., 1985, c. C-17, the [*Defence Services Pension Continuation Act*](http://laws.justice.gc.ca/eng/acts/D-1.3/), 1970, c. D-3, the [*Royal Canadian Mounted Police Pension Continuation Act*](http://laws.justice.gc.ca/eng/acts/R-10.6/) , 1970, c. R-10, and the [*Royal Canadian Mounted Police Superannuation Act*](http://laws-lois.justice.gc.ca/eng/acts/R-11/page-19.html), R.S., 1985, c. R-11, the [*Members of Parliament Retiring Allowances Act*](http://laws-lois.justice.gc.ca/eng/acts/M-5/index.html), R.S. 1985, c. M-5, and that portion of pension payable to the [*Canada Pension Plan Act*](http://laws-lois.justice.gc.ca/eng/acts/C-8/index.html), R.S., 1985, c. C-8.

**Former Public Servant in Receipt of a Pension**

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

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

1. name of former public servant;
2. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder’s status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/ContPolNotices/2012/10-31-eng.asp) and the [Guidelines on the Proactive Disclosure of Contracts](http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676&section=text).

**Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

1. name of former public servant;
2. conditions of the lump sum payment incentive;
3. date of termination of employment;
4. amount of lump sum payment;
5. rate of pay on which lump sum payment is based;
6. period of lump sum payment including start date, end date and number of weeks;
7. number and amount, professional fees, of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is $5,000, including Applicable Taxes.

2.4. Communications - Solicitation Period

All enquiries should be submitted to the Contracting Authority no later than fifteen (15) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Improvement of Requirement during Solicitation Period

Should bidders consider that the specifications or Statement of Requirement contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least fifteen (15) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions, and also to extend the solicitation period.

2.6 Applicable Laws

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

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

**2.7 Confidential Information for Bidding - A3500T (2010-01-11),**

In order to prepare a bid in response to the bid solicitation, suppliers must have access to information that is confidential or proprietary to Canada or a third party. It is a condition of the bid solicitation that bidders sign a Confidentiality Agreement substantially in the form set out in Volume 1, Attachment 1 of Part 2 – Confidentiality of Agreement, before being given access to such information at a facility identified in the bid solicitation or before it is provided to them as part of the bid solicitation.

**Bidders are required to submit their request along with the signed Confidentiality Agreement as per Attachment 1 of Part 2, to the Contracting Authority:**

Etienne Sevigny

Public Services and Procurement Canada (PSPC)

Services and Technology Acquisition Management Sector (STAMS)

Defence Science Projects Division - SL

Etienne.sevigny@tpsgc-pwgsc.gc.ca

**Area Detection and Identification System (ADIS)**

**REQUEST FOR PROPOSAL (RFP)**

**W8476-18ADIS/A**

**VOLUME 1: BIDDER INSTRUCTIONS AND REQUIREMENTS**

**ATTACHMENT 1 TO PART 2**

**CONFIDENTIALITY AGREEMENT**

**ATTACHMENT 1 TO PART 2**

**CONFIDENTIALITY AGREEMENT**

TO: HER MAJESTY THE QUEEN IN RIGHT OF CANADA ("CANADA"), AS REPRESENTED BY THE MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

The Technical Data Package (TDP) contains information that is confidential or proprietary to Canada or to a third party (the Confidential Information) that is not to be disclosed or used in any way other than as set out below.

1. The Bidder agrees that:
	1. it must not, without first obtaining the written permission of the Contracting Authority, disclose to anyone, other than an employee or a proposed subcontractor with a need to know, the Confidential Information;
	2. it must not make copies of the Confidential Information or use it for any purpose other than for the preparation of a bid in response to the bid solicitation identified above;
	3. at close or early termination of the bid period, it must immediately deliver the Confidential Information to the Contracting Authority as well as every draft, working paper and note that contains any information related to the Confidential Information.
2. The Bidder must require any proposed subcontractor referred to in (a) above to execute a Confidentiality Agreement on the same conditions as those contained in this agreement.
3. The Bidder acknowledges and agrees that it will be liable for any and all claims, loss, damages, costs, or expenses incurred or suffered by Canada caused by the failure of the Bidder, or by anyone to whom the Bidder discloses the Confidential Information to comply with these conditions.
4. Nothing in this Confidentiality Agreement should be construed as limiting the Bidder's right to disclose any information to the extent that such information:
	1. is or becomes in the public domain through no fault of the Bidder or any proposed subcontractor;
	2. is or becomes known to the Bidder from a source other than Canada, except any source that is known to the Bidder to be under an obligation to Canada not to disclose the information;
	3. is independently developed by the Bidder; or
	4. is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Bidder Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed by its authorized representative

**Area Detection and Identification System (ADIS)**

**REQUEST FOR PROPOSAL (RFP)**

**W8476-18ADIS/A**

**VOLUME 1: BIDDER INSTRUCTIONS AND REQUIREMENTS**

**PART 3 - BID PREPARATION INSTRUCTIONS**

PART 3 - BID PREPARATION INSTRUCTIONS

* 1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

3.1.1 Part 3A: ADIS Acquisition

Section I: Technical Bid – One (1) hard copies and one (1) soft copy on a CD or DVD or USB flash drive.

Section II: Financial Bid - One (1) hard copy and one (1) soft copy on a CD or DVD or USB flash drive.

Section III: Certifications - One (1) hard copy and one (1) soft copy on a CD or DVD or USB flash drive.

Section IV: Additional Information - Bidder’s Proposed Site(s) or Premises Requiring Safeguarding Measures.

3.1.2 Part 3B: ADIS In-Service Support

Section I: Technical Bid – One (1) hard copies and one (1) soft copy on a CD or DVD or USB flash drive.

Section II: Financial Bid - One (1) hard copy and one (1) soft copy on a CD or DVD or USB flash drive.

Section III: same requirement as per 3A – Section III.

Section IV: Additional Information - Bidder’s Proposed Site(s) or Premises Requiring Safeguarding Measures.

Note: For Part 3A and 3B Section I and II must be provided for Volume 2 and 3 of this RFP. For Section III of 3A and 3B, only one set of certification will be sufficient.

**Part 3C: ADIS ITB and VP bid Section**

 Section I: ITB Bid - One (1) hard copy and one (1) soft copy on a CD or DVD or USB flash drive

**Bidders are requested to submit one (1) media device for the technical bid, one (1) media device for the financial and certifications bids and one (1) media device for the ITB bid. If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.**

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

3.1.3 Part 3A and 3B Section I: Technical Bid

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

The technical bid should clearly address and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed. Also, in their Management and Corporate Bid (portions of the Technical Bid), bidders must describe their capability and experience, the project management team and provide client contact(s), as applicable.

**Additional information regarding the evaluation plan are included in the Attachment 1 to Part 4.**

**The technical requirements, specified in Annex A and its attachment and appendices, that are preceded by the term “must” are to be included as part of the Bidder’s technical proposal. The technical requirements, specified in Annex A, preceded by the term “should” may be added to the Bidder’s technical proposal. Bidder acknowledges and agrees that once added to its bid, these technical requirements become contractual requirements, on which the Bidder must deliver.**

3.1.4 Part 3A and 3B Section II: Financial Bid

1. The purpose of this Section is to provide Canada with the requested financial information in a prescribed form so that all received proposals can be evaluated on a common basis. Bidders must submit their financial bid in accordance with the entire solicitation.
2. Bidders should submit their pricing using the format in:

Volume 2 – Annex B, Acquisition Contract Deliverables Pricing List, and

Volume 3 – Annex B, In-Service Support Contract Deliverables Pricing List.

1. Bidders must submit a price for all elements detailed in:

Volume 2 – Annex B, Acquisition Contract deliverables Pricing List, and

Volume 3 – Annex B, In-Service Support Contract Deliverables Pricing List.

Applicable Taxes must be extra.

1. For evaluation purposes, **the total evaluation bid price will be the sum of the “Total Estimated Price” indicated in Annex B of Volume 2 and the “Total estimated price” indicated in Annex B of Volume 3.**
2. For Canadian-based bidders, prices must be in Canadian funds, Applicable Taxes excluded, and Canadian customs duties and excise taxes included.
3. For foreign-based bidders, prices must be in Canadian funds, Applicable Taxes excluded, and Canadian customs duties and excise taxes included..
4. 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.

3.1.4.1 Exchange Rate Fluctuation Risk Mitigation **(C3010T, 2014-11-27)**

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form [PWGSC-TPSGC 450](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html#f2), Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
4. At time of bidding, the Bidder must complete columns (1) to (4) on form [PWGSC-TPSGC 450](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html#f2), for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

3.1.4.2 Travel and Living Expenses

**As per item 2, Travel and Living Expenses in Annex B of Volume 2 and 3:**

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](http://www.njc-cnm.gc.ca/directive/d10/en), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

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

All payments are subject to government audit.

3.1.5 Part 3A - Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5. Please note that only one set is sufficient.

3.1.6 Bidder’s Proposed Site(s) or Premises Requiring Safeguarding Measures

For Part 3A and 3B Section IV: Additional Information

As indicated below in Volume 1 - Part 6 Security Requirements, the Bidder must provide the full address(es) of the Bidder’s and proposed individual(s)’ site(s) or premises for which safeguarding measures are required for Work Performance:

 Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State

Postal Code / Zip Code

Country

The Company Security Officer (CSO) must ensure through the [Industrial Security Program (ISP)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) that the Bidder and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

3.1.7 Part 3C: ADIS ITB and VP bid Section

The Bidder is requested to submit the following sections of Acquisition and In-Service. Additional instructions are provided in **Part 4, Attachment 2 - Industrial and Technological Benefits (ITB) Value Proposition – Bidder Instructions.**

Section I:  **Acquisition Industrial and Technological Benefits Proposal** – one (1) hard copies and one (1) soft copy on CD or DVD or USB flash drive, in PDF format.

Section II:  **In-Service Industrial and Technological Benefits Proposal** – one (1) hard copies and one (1) soft copy on CD or DVD or USB flash drive, in PDF format.

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

To facilitate Canada’s evaluation of submitted bids, Canada requests that Bidders do not “cross reference” between Parts A, B and C and that information is included as requested in each part, even if repetition results.

**3.1.7.1** Requirements for Bidder’s Proposal Part 3C - ADIS Industrial and Technological Benefits and Value Proposition

Bidders should submit their Industrial and Technological Benefits bid, which includes an Acquisition ITB Proposal and In-Service Support ITB Proposal, in accordance with **Attachment 2 TO PART 4 - Industrial and Technological Benefits (ITB) Bidders Instructions.**

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

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

Bidders should demonstrate their compliance with the bid solicitation by providing substantial information describing completely and in detail how the ITB requirements are met or addressed.

* 1. Bid Preparation Format

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

(a) use 8.5 x 11 inch (216 mm x 279 mm) paper; and

(b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, bidders should:

(1) use paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

(2) use an environmentally-preferable format including black and white printing instead of colour printing, print double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

3.3 Quality Plan – Solicitation (D5401T)

The Bidder must submit a Quality Plan with the bid. The Quality Plan must be in the same format that will be used after award of contract.

The Quality Plan may reference other documents. Where referenced documents do not already exist, but are required by the Quality Plan, the plan must identify them and also identify when, how and by whom they will be prepared and approved. The documents referenced in the Quality Plan must be made available when requested by Public Works and Government Services Canada or the Department of National Defence.

The quality plan, should address both requirement, the acquisition as well as the in-service support.

**Area Detection and Identification System (ADIS)**

**REQUEST FOR PROPOSAL (RFP)**

**W8476-18ADIS/A**

**VOLUME 1: BIDDER INSTRUCTIONS AND REQUIREMENTS**

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

(a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including: Part 4A: ADIS Acquisition bid section,

Part 4B: In-Service Support bid Section, and

Part 4C: ADIS Industrial and Technological Benefits and Value Proposition bid Section.

For the purposes of this solicitation, Canada will utilize a phased evaluation process as fully described herein.

(b) An evaluation team composed of representatives of Canada will evaluate the bids.

(c) The Bidder must comply with the mandatory Acquisition, In-Service Support and ITB criteria and provide the necessary documentation to support compliance. Each criterion should be addressed separately.

Except where expressly provided otherwise, the experience described in the bid must be the experience of one or more of the following:

1. the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract); or

2. the Bidder's affiliates (i.e. parent, subsidiary or sister corporations), provided the Bidder identifies and demonstrates the transfer of know-how, the use of toolsets and the use of key personnel from the affiliate for the applicable criterion; or

3. the Bidder's subcontractors, provided the Bidder includes a copy of the teaming agreements and identifies the roles and responsibilities of all parties under the agreement and how their work will be integrated.

Note: The experience of the Bidder's suppliers will not be considered.

4.2. Phased Bid Compliance Process (PBCP)

**4.2.1. General**

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

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

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

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

1. The PBCP does not limit Canada’s rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2018-05-22) Standard Instructions – Goods or Services – Competitive Requirements nor Canada’s right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
2. Canada will send any Notice or Compliance Assessment Report (CAR) by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada’s email inbox at Canada’s email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

**4.2.1.2 Phase I: Financial Bid**

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

 **4.2.1.3 Phase II: Technical Bid – Applies to eligible Mandatory Criteria only, point-rated excluded**

1. Canada’s review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
2. Canada will send a written notice to the Bidder (Compliance Assessment Report or “CAR”) identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
3. A Bidder shall have the period specified in the CAR (the “Remedy Period”) to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
4. The Bidder’s response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
5. The Bidder’s response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder’s Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder’s own risk. All submitted information must comply with the requirements of this solicitation.
6. Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded.Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
7. Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder’s original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
8. Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
9. Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

**4.2.1.4 Phase III: Final Evaluation of the Bid**

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

**4.2.2 Technical Evaluation**

**4.2.2.1 Mandatory Technical Criteria**

Please consult the Mandatory Criteria for the Acquisition and the In-Service Support requirements in Attachment 1 to Part 4. The Phased Bid Compliance Process will apply to all mandatory technical criteria.

* + - 1. **Point Rated Technical Criteria**

Similarly to previous section please consult the Attachment 1 to Part 4 for the Acquisition and In-Service Support Point rated Criteria. Please note that the Phased Bid process does not apply to Point Rated criteria.

4.3 Basis of selection

**4.3.1 Highest Responsive Combined Rating of Technical Merit, Price and ITB/VP**

(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 both contract award.

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

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Lowest Compliant bid Price x 30 | + | Technical Point Rated Score x 50 | + | Value Proposition Point Rated Score x 20 | = | Total Weighted Score |
| Bidder’s Total Evaluated bid Price | Maximum Score Available for bid(100 percent) | Maximum Score Available for bid(20 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 evaluations in Phase 3, the compliant Bidder with the highest overall Total Weighted Score (Best Value) will be recommended for the award of both contracts i.e. Acquisition and In-Service Support.

(d) Please refer to 3.1.4 d) in this Volume to determine the Total Evaluated bid Brice for each Bidder.

(e) In the case of a tie, the contractor with the lowest Total Estimated Bid price will be recommended for the award of both contracts.

**4.3.2 Evaluation Examples (30-50-20)**

|  |
| --- |
| **Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)** |
|  | **Bidder 1** | **Bidder 2** | **Bidder 3** |
| **Overall Technical Score** | 92/100 | 89/100 | 75/100 |
| **Bid Evaluated Price** | $550,000.00 | $500,000.00 | $450,000.00 |
|  **Calculations** | **Technical Merit Score** | 92/100 x 50 = 46 | 89/1100 x 50 = 44.50 | 75/100 x 50 = 37.50 |
| **Pricing Score** | 45/55 x 30 = 24.54 | 45/50 x 30 = 27 | 45/45 x 30 = 30.00 |
| **ITB VP SCORE** | 12/20 | 13/20 | 13/20 |
| **Combined Rating** | 82.54 | 84.50 | 80.50 |
| **Overall Rating** | 2st | 1st  | 3rd  |

**Area Detection and Identification System (ADIS)**

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**VOLUME 1: BIDDER INSTRUCTIONS AND REQUIREMENTS**

**ATTACHMENT 1 to PART 4**

**BID EVALUATION PLAN - ACQUISITION AND IN-SERVICE SUPPORT**

********

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**ATTACHMENT 2 to PART 4**

**Industrial and Technological Benefits (ITB) and Value Proposition – BIDDERS INSTRUCTIONS**

****

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**Industrial and Technological Benefits (ITB) and Value Proposition – EVALUATION PLAN**

****

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**Industrial and Technological Benefits (ITB) and Value Proposition – TERMS AND CONDITIONS**

****

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**PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION**

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications required with the bid

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

**5.1.1 Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html), to be given further consideration in the procurement process.

5.2 Certifications Required Precedent to Contract Award

The certifications and additional information listed below and in **Attachment 1 to Part 5 -** Certifications Precedent to Contract Award, should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

**5.2.1 Integrity Provisions – Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions [2003](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

**5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards\_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada (ESDC) - Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/index.shtml) website

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the “[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)” list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the “[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)” list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed [Federal Contractors Program for Employment Equity - Certification](#Body:Federal Contractors Program Certification1) found at Attachment 1 to Part 5, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.3 Additional Certifications Precedent to Contract Award

**5.3.1 Status and Availability of Resources**

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

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

**5.3.2 Education and Experience** [**A3010T**](http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A3010T/active) ***(2010-08-16)***

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

**5.3.3 Language Capability**

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

**5.3.4 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](http://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/contpolnotices/siglist-eng.asp) of the Treasury Board Secretariat of Canada.

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

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**VOLUME 1: BIDDER INSTRUCTIONS AND REQUIREMENTS**

**ATTACHEMENT 1 to PART 5**

**CERTIFICATIONS PRECEDENT TO CONTRACT AWARD**

**Attachment 1 to PART 5**

**CERTIFICATIONS PRECEDENT TO CONTRACT AWARD**

**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION**

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

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada (ESDC)-Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/index.shtml) website.

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

Complete both A and B.

A. Check only one of the following:

( ) A1. The Bidder certifies having no work force in Canada.

( ) A2. The Bidder certifies being a public sector employer.

( ) A3. The Bidder certifies being a [federally regulated employer](http://www.labour.gc.ca/eng/regulated.shtml) being subject to the [*Employment Equity Act*](http://laws-lois.justice.gc.ca/eng/acts/E-5.401/)*.*

( ) A4. The Bidder certifies having a combined work force in Canada of less than 100employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

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

( ) A5.1 The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=prfl&frm=lab1168&ln=eng) (AIEE) in place with ESDC-Labour.

**OR**

( ) A5.2 The Bidder certifies having submitted the [Agreement to Implement Employment Equity (LAB1168)](http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=prfl&frm=lab1168&ln=eng) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

( ) B1. The Bidder is nota Joint Venture.

**OR**

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

**Area Detection and Identification System (ADIS)**

**REQUEST FOR PROPOSAL (RFP)**

**W8476-18ADIS/A**

**VOLUME 1: BIDDER INSTRUCTIONS AND REQUIREMENTS**

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

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

6.1 .1 Security Requirements Acquisition - W8476-145109

**Security Requirements – Canadian Contractor**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of **SECRET**, issued by the Canadian Industrial Security Directorate (CISD), **Public Works and Government Services Canada (PWGSC)**.

2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid personnel security screening at the level of **SECRET**, granted or approved by CISD/PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by CISD, PWGSC, the Contractor personnel **MAY NOT ENTER** sites without an escort.

3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

4. The Contractor/Offeror must comply with the provisions of the:

a) Security Requirements Check List and security guide (if applicable), attached at Annex C.

b) *Industrial Security Manual* (Latest Edition).

 OR

**3.1 Security Requirements – Foreign Contractor**

1. The Foreign recipient **Contractor / Offeror / Subcontractor s**hall, at all times during the performance of the **Contract / Standing Offer / Subcontract**, hold a valid Facility Security Clearance (FSC), issued by the NSA/DSA of **the supplier’s country**, at the equivalent level of **SECRET** in accordance with the national policies of **the supplier’s country**.
2. All **CANADA CLASSIFIED** information/assets accessed by the Foreign recipient **Contractor / Offeror / Subcontractor** shall NOT be safeguarded at the Foreign recipient's sites.
3. **CANADA CLASSIFIED** information/assets shall be released only to Foreign recipient **Contractor / Offeror / Subcontractor** personnel, who have a need-to-know for the performance of the **Contract / Standing Offer / Subcontract** and who have a Personnel Security Clearance at the level of **SECRET**, granted by their respective National Security Authority (NSA) or Designated Security Authority (DSA) of **the supplier’s country**, in accordance with national policies of **the supplier’s country**.
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of their respective National Security Authority (NSA) or Designated Security Authority (DSA), in accordance with the national policies of the **the supplier’s country**.
5. The Foreign recipient **Contractor / Offeror / Subcontractor** visiting Canadian Government or industrial facilities, under this contract, will submit a Request for Visit form to Canada's Designated Security Authority (DSA) through their respective National Security Authority (NSA) or Designated Security Authority (DSA).
6. The Foreign recipient **Contractor / Offeror / Subcontractor** shall immediately report to its respective National Security Authority (NSA) or Designated Security Authority (DSA) all cases in which it is known or there is reason to suspect that **CANADA CLASSIFIED** information/assets accessed by the Foreign recipient **Contractor / Offeror / Subcontractor**, pursuant this **Contract / Standing Offer / Subcontract**, have been lost or disclosed to unauthorized persons.
7. The Foreign recipient **Contractor / Offeror / Subcontractor** shall comply with the provisions of the International bilateral industrial security instrument between **the supplier’s country** and Canada, in relation to equivalencies.
8. The Foreign recipient **Contractor / Offeror / Subcontractor** must comply with the provisions of the Security Requirements Check List attached at Annex C.
9. In the event that a Foreign recipient **Contractor / Offeror / Subcontractor** is chosen as a supplier for this Contract, subsequent Country-Specific Foreign security requirement clauses shall be generated and promulgated by the Canadian DSA, and provided to the Government of Canada Contracting Authority, to ensure compliance with the security provisions, as defined by the Canadian DSA, in relation to equivalencies.

6.1.2 Security Requirement In-Service Support - W8476-165477

**Security Requirements for Canadian Contractors**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by CISD, PWGSC, the Contractor personnel **MAY NOT ENTER** sites without an escort.

3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

4. The Contractor/Offeror must comply with the provisions of the:

a) Security Requirements Check List and security guide (if applicable), attached at Annex C;

b) *Industrial Security Manual* (Latest Edition).

**OR**

**Security Requirements for Foreign Contractors**

The Canadian Designated Security Authority (Canadian DSA) for industrial security matters in Canada is the Industrial Security Sector (ISS), Public Works and Government Services Canada (PWGSC), administered by International Industrial Security Directorate (IISD), PWGSC. The Canadian DSA is the authority for confirming **Contractor/Subcontractor** compliance with the security requirements for foreign suppliers. The following security requirements apply to the foreign recipient **Contractor/Subcontractor** incorporated or authorized to do business in a jurisdiction other than Canada and delivering outside of Canada the services listed and described in the subsequent **contract/subcontract**.

1. The Foreign recipient **Contractor/Subcontractor** must be from a Country within the North Atlantic Treaty Organization (NATO), the European Union (EU) or from a country with which Canada has an international bilateral security instrument. The Contract Security Program (CSP) has international bilateral security instruments with the countries listed on the following PWGSC website: <http://www.tpsgc-pwgsc.gc.ca/esc-src/international-eng.html>.
2. The Foreign recipient **Contractor/Subcontractor** must, at all times during the performance of the **contract/subcontract**, hold an equivalence to a valid Designated Organization Screening (DOS), issued by the Canadian DSA as follows:
3. The Foreign recipient **Contractor/Subcontractor** must provide proof that they are incorporated or authorized to do business in their jurisdiction.
4. The Foreign recipient **Contractor/Subcontractor** must not begin the work, services or performance until the Canadian Designated Security Authority (DSA) is satisfied that all contract security requirement conditions have been met. Canadian DSA confirmation must be provided, in writing, to the foreign recipient **Contractor/Subcontractor** in an Attestation Form, to provide confirmation of compliance and authorization for services to be performed.
5. The Foreign recipient **Contractor/Subcontractor** must identify an authorized Contract Security Officer (CSO) and an Alternate Contract Security Officer (ACSO) (if applicable) to be responsible for the overseeing of the security requirements, as defined in this **contract/subcontract**. This individual will be appointed by the proponent foreign recipient **Contractor’s/Subcontractor’s** Chief Executive officer or Designated Key Senior Official, defined as an owner, officer, director, executive, and or partner who occupy a position which would enable them to adversely affect the organization’s policies or practices in the performance of the **contract/subcontract**.

3. The Foreign recipient **Contractor/Subcontractor** must not permit access to Canadian restricted sites, except to its personnel subject to the following conditions:

1. Personnel have a need-to-know for the performance of the **contract/subcontract**;
2. Personnel have been subject to a Criminal Record Check, with favourable results, from a recognized governmental agency or private sector organization in **their country** as well as a Background Verification, validated by the Canadian DSA;
3. The Foreign recipient **Contractor/Subcontractor** must ensure that personnel provide consent to share results of the Criminal Record and Background Checks with the Canadian DSA and other Canadian Government Officials, if requested; and
4. The Government of Canada reserves the right to deny access to Canadian restricted sites to a foreign recipient **Contractor/Subcontractor** for cause.
5. The foreign recipient **Contractor/Subcontractor** requiring access to Canadian restricted sites, under this **contract/subcontract**, must submit a Request for Site Access to the Departmental Security Officer of the Department of National Defence.
6. In the event that a Foreign recipient **Contractor/Subcontractor** is chosen as a supplier for this contract, subsequent country-specific foreign security requirement clauses must be generated and promulgated by the Canadian DSA, and provided to the Government of Canada Contracting Authority, to ensure compliance with the security provisions, as defined by the Canadian DSA, in relation to equivalencies.
7. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of the Canadian DSA.
8. The Foreign recipient **Contractor/Subcontractor** must comply with the provisions of the Security Requirements Check List attached at Annex C.

6.3 Financial Capability - *SACC Manual* clause [A9033T](http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A9033T/active) (2012-07-16) Financial Capability

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

a. Audited financial statements, if available, or the unaudited financial statements (prepared by the Bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Bidder's last three fiscal years, or for the years that the Bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).

b. If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Bidder must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.

c. If the Bidder has not been in business for at least one full fiscal year, the following must be provided:

1. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
2. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
3. A certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.
4. A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Bidder outlining the total of lines of credit granted to the Bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
5. A detailed monthly Cash Flow Statement covering all the Bidder's activities (including the requirement) for the first four years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
6. A detailed monthly Project Cash Flow Statement covering the first four years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.

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

6.3.3 If the Bidder is a subsidiary of another company, then any financial information in 6.2.1. (a) to (g) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Bidder, and the financial capability of a parent cannot be substituted for the financial capability of the Bidder itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.

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

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

b. the Bidder authorizes the use of the information for this requirement.

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

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

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

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

6.4 Controlled Goods Requirement - *SACC Manual* clause [A9130T](http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A9130T/active) (2014-11-27) Controlled Goods Program – bid

6.4.1 As the resulting contract will require the production of or access to controlled goods that are subject to the [*Defence Production Act*](http://laws-lois.justice.gc.ca/eng/acts/d-1/), R.S. 1985, c. D-1, bidders are advised that within Canada only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: [Controlled Goods Program](http://ssi-iss.tpsgc-pwgsc.gc.ca/dmc-cgd/index-eng.html) and registration is carried out as follows:

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

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

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