

**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 0A1 / Noyau 0A1

Gatineau

Quebec

K1A 0S5

Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

Title - Sujet MUAV SYSTEMS	
Solicitation No. - N° de l'invitation W8476-102022/A	Date 2010-05-12
Client Reference No. - N° de référence du client W8476-102022	
GETS Reference No. - N° de référence de SEAG PW-\$ATP-004-20022	
File No. - N° de dossier 004atp.W8476-102022	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2010-06-21	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Sprigings, Brent	Buyer Id - Id de l'acheteur 004atp
Telephone No. - N° de téléphone (613) 947-8326 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. OTTAWA Ontario K1A0K2 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Afghanistan Taskforce Procurement/Dir. des achats reliés à
la Force opérationnelle interarmées Afghanistan

The New Two Seventy Albert

270 Albert St. / 7th Floor

Ottawa

Ontario

K1A 0S5

Delivery Required - Livraison exigée See Herein	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

Miniature Unmanned Aerial Vehicle (MUAV) System

Request for Proposal

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is a security requirement associated with the requirement. For additional information, consult Part 4 - Evaluation Procedures and Basis of Selection, and Part 6 - Resulting Contract Clauses.

2. Statement of Work

The Work to be performed is detailed under Article 2 of the resulting contract clauses.

3. Communications Notification

As a courtesy, the Government of Canada requests that successful bidders notify the Contracting Authority in advance of their intention to make public an announcement related to the award of a contract.

4. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

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 (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) 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 (2010-01-11) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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 page 1 of the bid solicitation.

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

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

4. Applicable Laws

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (5 hard copies) and (5 soft copies) on CD-ROM or DVD;

Section II: Financial Bid (5 hard copies) and (5 soft copies) on CD-ROM or DVD; and

Section III: Certifications (5 hard copies)

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.

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; print on both sides, recycled if possible.
- (b) use a numbering system that corresponds to the bid solicitation.
- (c) do not use plastic covers or binders if possible. Please be considerate of the environment.
- (d) use Microsoft Office 2003 or Adobe 7 PDF compatible file formats for all electronic copies.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

1.1 SACC Manual Clauses

SACC Manual Clause A7035T (2007-05-25) List of Proposed Subcontractors

SACC Manual Clause A9033T (2007-11-30) Financial Capability

SACC Manual Clause A9130T (2008-12-12) Controlled Goods Program

SACC Manual Clause C3011T (2010-01-11) Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are three (3) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

- (d) If two (2) or more compliant bids are received, evaluation will include flight demonstrations to be conducted at the sole discretion of Canada at a mutually acceptable Contractor facility/site in accordance with Annex "E". All costs associated with the conduct of these flight demonstrations including the bidder's travel and living expenses shall be incurred at the sole cost of the bidder.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

Bidders must comply with all Mandatory Technical Evaluation Criteria included in Annex "B" - System Performance Specification and Annex "C" Statement of Work.

BIDS NOT MEETING ALL OF THE MANDATORY REQUIREMENTS WILL BE GIVEN NO FURTHER CONSIDERATION.

1.1.2 Point Rated Technical Criteria

Bidders will be assessed in accordance with the Rated Evaluation Criteria included in Annex "E" - Appendix 1- MUAV System Performance Specification (SPS) Compliance & Evaluation Matrix and Appendix 2 - MUAV SOW Compliance and Proposal Reference Matrix.

1.2 Financial Evaluation

Bidders must submit firm prices for all items listed in the Pricing Table in Annex "D" Basis of Payment. Bidders will be assessed in accordance with the Grand Total bid price quoted in the completed Pricing Table in Annex "D" Basis of Payment.

1.2.1 Evaluation of Price

The price of the bid will be evaluated in US dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FCA destination, Canadian customs duties and excise taxes included.

2. Basis of Selection

2.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory criteria

2.2 Bids not meeting (a) and (b) will be declared non-responsive.

2.3 The evaluation will be prorated. The ratio will be 50 % for technical merit and 50 % for the price.

2.4 The overall score for each technically responsive bid will be prorated against the maximum number of available points for technical merit and the ratio of 50 %.

2.5 Each technically responsive bid will be prorated against the lowest priced technically responsive bid and the ratio of 50 %.

2.6 For each technically responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

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- 2.7 Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The tables below illustrates an example where the contractor selection is determined by a 50/50 ratio of technical merit and price, respectively. Total available points: 770. Lowest price technically responsive bid: \$50,000 (50).

Basis of Selection - Highest Combined Rating Technical Merit (50%) and Price (50%)

Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Score for All the Point Rated Technical Criteria	655/770	507/770	525/770
Bid Evaluated Price	\$60,000.00	\$55,000.00	\$50,000.00

Calculations	Bidder 1	Bidder 2	Bidder 3
Technical Merit Score	655/770 x 50 = 42.53	507/770 x 50 = 32.92	525/770 x 50 = 34.09
Pricing Score	50/60 x 50 = 41.67	50/55 x 50 = 45.45	50/50 x 50 = 50.00
Combined Rating	84.20	78.37	84.09

3. Security Requirement

1. At the date of bid closing, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
2. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Website.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Certifications Precedent to Contract Award and Certifications Required with the Bid

Bidders must submit the certifications as provided below:

1.1 Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

1.1.1 Federal Contractors Program - Certification

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

(a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada;

(b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

(c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;

(d) () is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC.)

Further information on the FCP is available on the HRSDC Web site.

1.1.2 Former Public Servant Certification

Contracts with 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 with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? YES () NO ()

If so, the Bidder must provide the following information:

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

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES () NO ()

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction 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 the Goods and Services Tax or Harmonized Sales Tax.

Certification

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

1.2. Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

1.2.1 Canadian Content Certification

1.2.2 SACC Manual clause A3050T (2010-01-11) Canadian Content Definition

1.2.3 Canadian Content Certification

This procurement is conditionally limited to Canadian goods and Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the goods and services offered are Canadian goods and Canadian services, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the goods and services offered being treated as non-Canadian goods and non-Canadian services.

The Bidder certifies that:

() a minimum of 80 percent of the total bid price consist of Canadian goods and Canadian services as defined in paragraph 5 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual.

1.3 Rate or Price Certification

1.3.1 SACC Manual Clause C0001T (2007-05-25) Price Certification - Foreign Suppliers

1.3.2 SACC Manual clause C0003T (2008-12-12) Price Certification - Canadian Suppliers

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1.4 Education and Experience

1.4.1 SACC Manual clause A3010T (2007-11-30) Education and Experience

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

- 1.1 The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 1.2 The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- 1.3 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 1.4 The Contractor must comply with the provisions of the:
- (a) Security Requirements Check List, attached at Annex "A";
 - (b) Industrial Security Manual (Latest Edition).

2. Statement of Work

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

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A (2010-01-11) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract with the exception of Article 09 Warranty that is deleted and replaced by Article 8. herein.

2010C (2008-12-12) General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

1031-2 (2008-05-12) Contract Cost Principles apply to and form part of the Contract

4003 (2010-01-11) Licensed Software

4004 (2010-01-11) Maintenance and Support Services for Licenced Software

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract award to 18 months inclusive.

4.2 Delivery Date

All the deliverables must be received on or before the times stated in Annex "C" SOW.

4.3 KAF Period of performance

Kandahar Airfield (KAF) period of performance expires 31 July 2011. ILS service for any unused sortie hours is to be transferred to CFB Gagetown and service is to continue under the same contract conditions.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Mr. Brent Sprigings

Supply Team Leader

Public Works and Government Services Canada
Acquisitions Branch
Procurement for Afghanistan Taskforce
270 Albert Street, 7th Floor, Suite 708
Ottawa, Ontario
K1A 0S5

Telephone: (613) 947-8326
Facsimile: (613) 944-7870
E-mail address: brent.sprigings@pwgsc-tpsgc.gc.ca

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

5.2 Project Authority

The Project Authority for the Contract is:

To be named in the resulting contract.

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

5.3 Procurement Authority

The Procurement Authority for the Contract is:

To be named in the resulting contract.

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

5.4 Technical Authority

The Technical Authority for the Contract is:

To be named in the resulting Contract.

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

5.5 Contractor's Representative

The Contractor's Representative is:

To be named in the resulting Contract.

6. Payment

6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid in accordance with the Basis of Payment at Annex "D" FCA destination as per Incoterms 2000. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

6.2 Limitation of Price

SACC Manual Clause C6000C (2007-05-25) Limitation of Price

6.3 Multiple Payments

SACC Manual Clause H1001C (2008-05-12) Multiple Payments

6.4 SACC Manual Clauses

- 6.4.1 SACC Manual Clause A9117C (2007-11-30) T1204 - Direct Request by Customer Department
- 6.4.2 SACC Manual Clause C0705C (2010-01-11) Discretionary Audit
- 6.4.3 SACC Manual Clause C2000C (2007-11-30) Taxes - Foreign-based Contractor
- 6.4.4 SACC Manual Clause C2604C (2010-01-11) Customs Duties, Excise Taxes and GST/HST - Non-resident

7. Limitation of Liability

7.1 Limitation of Liability

The parties recognize and agree that the operation of the MUAV System can be affected by conditions within the theatre of operations that are beyond either party's control. To that effect, and for greater clarity, the parties agree to Third Party and Contractor Liability as follows:

Indemnification of Third Party Liability: Canada shall indemnify and save harmless the Contractor from and against any damages, cost or expense or any claim, action, suit or other proceeding arising from Canadian Forces personnel conducted launch, operation or recovery of the MUAV System; and

- b) Contractor Liability for Loss or Damage: The Contractor shall be liable for the full cost of repair or replacement of component(s) of the MUAV System in the event of damage occurring as a result of:
- i. The negligent act or omission or willful misconduct of the Contractor or its sub-contractors;
 - ii. The malfunction of component(s) of the MUAV System; and
 - iii. Such other event while component(s) of the MUAV System is/are in the care, custody or control of the Contractor or its sub-contractors.

7.2 Employees of the Contractor

The parties recognize and agree that the operation of the MUAV System can be affected by conditions within the theatre that are beyond either party's control. It is understood and agreed by the parties hereto that Canada shall not be liable for any losses, claims, damages, or expenses relating to any injury, disease, illness, disability or death of the Contractor or any employee, agent, sub-contractor or representative of the Contractor caused or alleged to be caused as a result of performing the Contract. Contractor shall not make any claims against Canada except for damages suffered as a result of Canada's gross negligence.

8. Warranty

8.1 Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any provisions of the Contract or any condition, warranty or provision imposed by law, the Contractor, if requested by Canada to do so, must replace, repair or correct, at its own option and expense any work that becomes defective or fails to conform to the requirements of the Contract, where applicable.

The warranty period for each MUAV and associated support kits will be twelve (12) months after delivery and acceptance of the Work or the period encompassing 750 sortie hours or the length of the Contractor's or manufacturer's standard warranty period, whichever period is longer except as indicated below:

- Batteries: a minimum of 100 sorties
- Avionics: a minimum of 150 sorties
- Each individual aircraft consisting of wings, fuselage, control surfaces, control servos and linkages: 100 sorties
- Each individual payload: 50 sorties

8.2 Canada must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's representative for replacement, repair or making good, and the Contractor must pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location and will be reimbursed its reasonable travel and living expenses.

8.3 The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. The warranty applies to any part of the Work replaced, repaired or corrected pursuant to subsection 8.1, for the greater of:

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

9. Invoicing Instructions

9.1 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.

If applicable, each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the release document and any other documents as specified in the Contract;

- (c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;

9.2 Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the following address for certification and payment:

Address to be provided in the resulting contract.

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

- (c) one (1) copy must be forwarded to the consignee.

10. Certifications

- 10.1 Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

11. Applicable Laws

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

12. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010A (2010-01-11) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract;
- (c) 2010C (2008-12-12) General Conditions - Services (Medium Complexity) apply to and form part of the Contract;
- (d) 1031-2 (2008-05-12) Contract Cost Principles apply to and form part of the Contract;
- (e) 4003 (2010-01-11) Licensed Software apply to and form part of the Contract;
- (f) 4004 (2010-01-11) Maintenance and Support Services for Licensed Software apply to and form part of the Contract;
- (g) Annex B, System Performance Specification;
- (h) Annex C, Statement of Work;
- (i) Annex E, Bid Evaluation and Instructions to Bidders;
- (j) Annex A, Security Requirements Check List;

- (k) Annex D, Basis of Payment;
- (l) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarifications or amendment(s)*);
- (m) Annex F, Non-Disclosure Agreement
- (n) Annex G, Application for Frequency Supportability (DND 552)

13. Defence Contract

SACC Manual clause A9006C (2008-05-12) Defence Contract

14. SACC Manual Clauses

- 14.1 SACC Manual Clause A1009C (2008-05-12) Work Site Access
- 14.2 SACC Manual Clause A7017C (2008-05-12) Replacement of Specific Individuals
- 14.3 SACC Manual Clause A9062C (2010-01-11) Canadian Forces Site Regulations
- 14.4 SACC Manual Clause A9131C (2008-12-12) Controlled Goods Program
- 14.5 SACC Manual Clause B1501C (2006-06-16) Electrical Equipment
- 14.6 SACC Manual Clause D5540C (2010-01-11) ISO 9001:2008 Quality Management Systems - Requirements (QAC Q)
- 14.7 SACC Manual Clause D5510C (2010-01-11) Quality Assurance Authority (DND) - Canadian-based Contractor
- 14.8 SACC Manual Clause D5515C (2010-01-11) Quality Assurance Authority (DND) - Foreign-based and United States Contractor
- 14.9 SACC Manual Clause D5604C (2008-12-12) Release Documents (DND) - Foreign-based Contractor
- 14.10 SACC Manual Clause D5605C (2010-01-11) Documents (DND) - United States-based Contractor
- 14.11 SACC Manual Clause D5606C (2007-11-30) Release Documents (DND) - Canadian-based Contractor
- 14.12 SACC Manual Clause D6010C (2007-11-30) Palletization

15. Non-Disclosure Agreement

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

16. Preparation for Delivery

The Contractor must prepare all deliverable goods in the Basis of Payment Pricing Table for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package each deliverable in quantities of 01 by package.

17. Release Documents - Distribution

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- (a) Copy 1: mail to consignee marked: "Attention: Receipts Officer";
- (b) Copies 2 and 3: with shipment (in a waterproof envelope) to the consignee;
- (c) Copy 4: to the Contracting Authority;
- (d) Copy 5: to: _____

National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2

Attention: (Individual to be named in the resulting contract)

- (e) Copy 6: to the Quality Assurance Representative;
- (f) Copy 7: to the Contractor;
- (g) Copy 8: all non-Canadian contractors to:

DQA/Contract Administration
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca.

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NOTE: For into-plane refuelling contracts copies 2, 3, 4 and 5 are not required and may be destroyed.

18. Shipping Instructions - Delivery and Destination Schedules Unknown

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid 25 CFSD Montreal. Unless otherwise directed, delivery must be made by the most economical means. Shipping charges must be shown as a separate item on the Contractor's invoice. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and taxes.

2. The Contractor must deliver the goods to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.

25 CF Supply Depot Montreal

Montreal, Qué.

Telephone: 1-866-935-8673 (toll free), or
514-252-2777, ext. 2363 / 4673 / 4282

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ANNEX "A"
SECURITY REQUIREMENTS CHECKLIST

See Attached

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ANNEX "B"
SYSTEM PERFORMANCE SPECIFICATION

See Attached

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ANNEX "C"
STATEMENT OF WORK

See Attached

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ANNEX "D"
BASIS OF PAYMENT

The bidder shall complete the pricing table below based on the work described in Annex "C" Statement of Work.

The pricing will be evaluated in US dollars. Should there be any discrepancy between the total price and unit price quoted, the unit price shall prevail and be extrapolated for financial evaluation purposes.

The rates are to be all-inclusive. They are to include Canadian customs duties and excise taxes, the cost of labour, general and administrative expenses, overhead, profit and the like, excepting only GST (5%) and HST (13%) if applicable. All payments are subject to government audit.

Bidders will be assessed on the GRAND TOTAL bid price including all options.

In addition to completing the Pricing Table below, bidders are to submit current Price Lists for all labour categories and parts applicable to the requirement.

PRICING TABLE

No.	Deliverable	Unit (s)	Unit Price	Total Price	Applicable Taxes
1	Complete MUAV System & Associated Project Management	5			5% GST
2	Initial Operator Support Kits Package Intended to be held by operators at the Platoon or Section level for total of 1,000 sorties (Bidder to specify by circling how they are packaged ie. 100, 200, 250, or 500 sorties per package).	1			5% GST
3	Initial Unit Support Kits Package Kits intended to be held at the Battalion or Company level, and including items not necessarily included in the above Operator Support Kits for total of 1,000 Sorties (Bidder to specify by circling how they are packaged ie. 100, 200, 250, or 500 sorties per package).	1			5% GST
4	Additional Operator Support Kits Package Kits intended to be held by operators at the Platoon or Section level for total of 1,000 Sorties (Bidder to specify by circling how they are packaged ie. 100, 200, 250, or 500 sorties per package).	1			5% GST
5	Additional Unit Support Kits Package Kits intended to be held at the Battalion or Company level, and including items not necessarily included in the above Operator Support Kits for total of 1,000 Sorties (Bidder to specify by circling how they are packaged ie. 100, 200, 250, or 500 sorties per package).	1			5% GST
6	Instructor Training (price per diem, per student, travel and living costs not to be included).	1			13% HST
7	Operator Training Supervision (price per diem, per supervisor, travel and living costs not to be included).	1			13% HST
	Total				
	Service Options				
8	Task 1 - ILS Spares and Support for 1,000 sorties	1			N/A

9	Task 2 - ILS Spares and Support (one task for Training in Canada) for 1,000 sorties	1			13% HST
10	Task 3 - ILS Spares and Support for 1,000 sorties (see note 1 below)	1			N/A
11	Task 4 - ILS Spares and Support for 1,000 sorties (see note 1 below)	1			N/A
12	Task 5 - ILS Spares and Support for 1,000 sorties (see note 1 below)	1			N/A
13	Task 6 - ILS Spares and Support for 1,000 sorties (see note 1 below)	1			N/A
	Total				
	Equipment Options				
14	Additional Complete MUAV System (as per supplier's provided price list)	1			5% GST
15	Propulsion unit (as per supplier's provided price list)	1			5% GST
16	EO Payload (as per supplier's provided price list)	1			5% GST
17	IR Payload (as per supplier's provided price list)	1			5% GST
18	Fuselage (as per supplier's provided price list)	1			5% GST
19	Wing Assemblies (as per supplier's provided price list)	1			5% GST
20	Ground Control and Associated Hardware and Software Package (as per supplier's provided price list)	1			5% GST
	GRAND TOTAL			\$ USD	

Notes:

1. Bid prices for Tasks 3 to 6 will be updated at time task is raised to reflect current unit pricing as per supplier provided Price List based on Defense Contract Audit Agency (DCAA) approved audited rates and/or comply with the Contractor's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods or services. All prices are subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor. Payment will be made upon delivery and acceptance of the actual goods and/or services received by Canada.

THE FOLLOWING PAYMENTS WILL BE MADE IN ACCORDANCE WITH THE PRICING TABLE (PLUS APPLICABLE TAXES, IF ANY) AS FOLLOWS:

1. Upon delivery and acceptance by Canada of all five (5) complete MUAV systems delivered in accordance with Annex C SOW and Annex B System Performance Specification, the Contractor will be paid the firm fixed price of \$ _____ bid price as identified in the pricing table herein.
2. Upon delivery and acceptance by Canada of the Initial Operator Support Kits Package for 1,000 sorties delivered in accordance with Annex C SOW and Annex B System Performance Specification, the Contractor will be paid the firm fixed price of \$ _____ bid price as identified in the pricing table herein.
3. Upon delivery and acceptance by Canada of the Initial Unit Support Kits Package for 1,000 sorties delivered in accordance with Annex C SOW and Annex B System Performance Specification, the Contractor will be paid the firm fixed price of \$ _____ bid price as identified in the pricing table herein.
4. Upon delivery and acceptance by Canada of the additional Operator Support Kits Package for 1,000 sorties delivered in accordance with Annex C SOW and Annex B System Performance Specification, the Contractor will be paid the firm fixed price of \$ _____ bid price as identified in the pricing table herein.
5. Upon delivery and acceptance by Canada of the additional Unit Support Kits Package for 1,000 sorties delivered in accordance with Annex C SOW and Annex B System Performance Specification, the Contractor will be paid the firm fixed price of \$ _____ bid price as identified in the pricing table herein.
6. Upon delivery and acceptance by Canada of all instructor training provided to Canadian Forces (CF) Personnel in accordance with Annex C SOW, the Contractor will be paid the firm fixed price of \$ _____ bid price per diem per student as identified in the pricing table herein.
7. Upon delivery and acceptance by Canada of all operator training supervision provided to Canadian Forces (CF) Personnel in accordance with Annex C SOW, the Contractor will be paid the firm fixed price of \$ _____ bid price per diem per supervisor as identified in the pricing table herein.

Service Options

8. ILS Task 1 for 1,000 sorties - If and when requested by Canada and upon delivery and acceptance by Canada of all spares and support services received in accordance with Annex C SOW and

raised Task 1 the Contractor will be paid the firm fixed price of \$ _____ bid price as identified in the pricing table herein.

9. ILS Task 2 for 1,000 sorties - If and when requested by Canada and upon delivery and acceptance by Canada of all spares and support services received in accordance with Annex C SOW and raised Task 2 the Contractor will be paid the firm fixed price of \$ _____ bid price as identified in the pricing table herein.

10. ILS Task 3 for 1,000 sorties - If and when requested by Canada and upon delivery and acceptance by Canada of all spares and support services received in accordance with Annex C SOW and raised Task 3 the Contractor will be paid the price of \$ _____ bid price as identified in the pricing table herein subject to adjustment in accordance with Note 1 above.

11. ILS Task 4 for 1,000 sorties - If and when requested by Canada and upon delivery and acceptance by Canada of all spares and support services received in accordance with Annex C SOW and raised Task 4 the Contractor will be paid the price of \$ _____ bid price as identified in the pricing table herein subject to adjustment in accordance with Note 1 above.

12. ILS Task 5 for 1,000 sorties - If and when requested by Canada and upon delivery and acceptance by Canada of all spares and support services received in accordance with Annex C SOW and raised Task 5 the Contractor will be paid the price of \$ _____ bid price as identified in the pricing table herein subject to adjustment in accordance with Note 1 above.

13. ILS Task 6 for 1,000 sorties - If and when requested by Canada and upon delivery and acceptance by Canada of all spares and support services received in accordance with Annex C SOW and raised Task 6 the Contractor will be paid the price of \$ _____ bid price as identified in the pricing table herein subject to adjustment in accordance with Note 1 above.

Equipment Options

14. Canada reserves the right to procure up to three (3) additional complete MUAV systems in accordance with Annex C SOW and Annex B System Performance Specification. Should Canada choose to exercise this option, upon delivery and acceptance by Canada, the Contractor will be paid the firm fixed price of \$ _____ bid price for each system as identified in the pricing table herein.

15. Canada reserves the right to procure additional MUAV propulsion units in accordance with Annex C SOW and Annex B System Performance Specification. Should Canada choose to exercise this option, upon delivery and acceptance by Canada, the Contractor will be paid the firm fixed price of \$ _____ bid price for each unit as identified in the pricing table herein.

16. Canada reserves the right to procure additional MUAV EO payloads in accordance with Annex C SOW and Annex B System Performance Specification. Should Canada choose to exercise this option, upon delivery and acceptance by Canada, the Contractor will be paid the firm fixed price of \$ _____ bid price for each unit as identified in the pricing table herein.

17. Canada reserves the right to procure additional MUAV IR payloads in accordance with Annex C SOW and Annex B System Performance Specification. Should Canada choose to exercise this option, upon delivery and acceptance by Canada, the Contractor will be paid the firm fixed price of \$ _____ bid price for each unit as identified in the pricing table herein.

18. Canada reserves the right to procure additional MUAV fuselage in accordance with Annex C SOW and Annex B System Performance Specification. Should Canada choose to exercise this option, upon delivery and acceptance by Canada, the Contractor will be paid the firm fixed price of \$ _____ bid price for each unit as identified in the pricing table herein.

19. Canada reserves the right to procure additional MUAV wing assemblies in accordance with Annex C SOW and Annex B System Performance Specification. Should Canada choose to exercise this option, upon delivery and acceptance by Canada, the Contractor will be paid the firm fixed price of \$ _____ bid price for each unit as identified in the pricing table herein.

20. Canada reserves the right to procure additional MUAV ground control and associated hardware and software packages in accordance with Annex C SOW and Annex B System Performance Specification. Should Canada choose to exercise this option, upon delivery and acceptance by Canada, the Contractor will be paid the firm fixed price of \$ _____ bid price for each unit as identified in the pricing table herein.

Additional Work Requirements

For any Additional Work Requirements (AWRs) outside the scope of Work, as and when approved in accordance with Annex C SOW, the Contractor will be paid as follows:

a. Technical Investigations and Engineering Support (TIES) - For the performance of tasks authorized by the TA to support operations and as negotiated between the Contractor and Canada, the Contractor will be paid in accordance with labour selling rates as audited by Defense Contract Audit Agency (DCAA) and/or comply with the Contractor's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods or services. All prices are subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor.

b. For any other goods and services required to support missions, which are not included in the pricing chart, the prices and work for specific tasks shall be negotiated between the Contractor and Canada and paid in accordance with selling rates as audited by Defense Contract Audit Agency (DCAA) and/or comply with the Contractor's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods or services. All prices are subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor.

ANNEXE "E" BID EVALUATION AND INSTRUCTIONS TO BIDDERS

See Attached

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ANNEX "F"
NON-DISCLOSURE AGREEMENT

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No _____ between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No: _____.

Signature

Date

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**ANNEX "G",
APPLICATION FOR FREQUENCY SUPPORTABILITY (DND 552)**

See Attached