

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

**Public Works and Government Services / Travaux  
publics et services gouvernementaux**  
**Kingston Procurement**  
**Des Acquisitions Kingston**  
**86 Clarence Street, 2nd floor**  
**Kingston**  
**Ontario**  
**K7L 1X3**  
**Bid Fax: (613) 545-8067**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> MASS NOTIFICATION SYSTEM	
<b>Solicitation No. - N° de l'invitation</b> W0046-12Q101/A	<b>Date</b> 2012-05-17
<b>Client Reference No. - N° de référence du client</b> W0046-2-Q2101	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$KIN-675-5859	
<b>File No. - N° de dossier</b> KIN-1-36458 (675)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-06-20</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Chan, Ricky	<b>Buyer Id - Id de l'acheteur</b> kin675
<b>Telephone No. - N° de téléphone</b> (613) 545-8738 ( )	<b>FAX No. - N° de FAX</b> (613) 545-8067
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE ILS RCVG 5 SOMME AVE, PO BOX 17000 KINGSTON Ontario K7K7B4 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**

Public Works and Government Services / Travaux publics et  
services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3

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

---

## TABLE OF CONTENTS

### PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings
4. Key Terms

### PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws
5. Mandatory Site Visit

### PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

1. Evaluation Procedures
2. Basis of Selection

### PART 5 - CERTIFICATIONS

1. Certifications Precedent to Contract Award

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

1. Insurance Requirements

### PART 7 - RESULTING CONTRACT CLAUSES

1. Requirement
2. Standard Clauses and Conditions
3. Term of Contract
4. Authorities
5. Payment
6. Invoicing Instructions
7. Certifications
8. Applicable Laws
9. Priority of Documents
10. SACC Manual Clauses
11. Foreign Nationals (Canadian Contractor)  
Foreign Nationals (Foreign Contractor)
12. Insurance Requirements

### List of Annexes:

Solicitation No. - N° de l'invitation

W0046-12Q101/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

kin675

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

W0046-2-Q2101

File No. - N° du dossier

KIN-1-36458

CCC No./N° CCC - FMS No/ N° VME

---

Annex A	Statement of Work
Annex B	Basis of Payment
Annex C	Insurance Requirements
Annex D	DND 626 Task Authorization Form
Annex E	Technical Evaluation Criteria

## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Insurance Requirements, DND 626 Task Authorization Form, and the Technical Evaluation Criteria.

### **2. Requirement**

The Royal Military College of Canada of the Department of National Defence (DND) located in Kingston, Ontario, has a requirement for a mass notification system including design, installation, maintenance and support, and training as detailed in Annex A, Statement of Work.

All work should be completed and all deliverables should be received by September 4, 2012 before the start of the academic year. However, all work must be completed and all deliverables must be received no later than November 16, 2012.

The bid solicitation is intended to result in the award of a contract for a contract period of 1 year, plus 2 one-year irrevocable options allowing Canada to extend the term of the contract and maintenance and support period.

The requirement is subject to the provisions of the *Agreement on Internal Trade* (AIT).

There is no security requirement associated with the requirement.

This requirement is subject to a preference for Canadian goods and services.

### **3. Debriefings**

Solicitation No. - N° de l'invitation

W0046-12Q101/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

kin675

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

W0046-2-Q2101

File No. - N° du dossier

KIN-1-36458

CCC No./N° CCC - FMS No/ N° VME

---

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.

#### **4. Key Terms**

A copy of the Unified Facilities Criteria (UFC) for Design and O&M: Mass Notification Systems referred to in the bid solicitation is available here: [http://www.wbdg.org/ccb/DOD/UFC/ufc\\_4\\_021\\_01.pdf](http://www.wbdg.org/ccb/DOD/UFC/ufc_4_021_01.pdf)

## **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* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2012-03-02) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days  
Insert: ninety (90) days

### **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 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 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.

## **5. Mandatory Site Visit**

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for site visit to be held on June 6, 2012 at 9:00 AM at the entrance of the Girouard Building of the Royal Military College of Canada on 3 General Crerar Crescent in Kingston, Ontario. Bidders must communicate with the Contracting Authority no later than 1 day before the scheduled visit to confirm attendance and provide the names of the person(s) who will attend. Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit. Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

---

## **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 (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard 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;
- (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 are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **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 in a thorough, concise and clear manner for carrying out the work.

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

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

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

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.



Solicitation No. - N° de l'invitation

W0046-12Q101/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

kin675

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

W0046-2-Q2101

File No. - N° du dossier

KIN-1-36458

CCC No./N° CCC - FMS No/ N° VME

---

**All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.

### **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.

#### 1.1 Technical Evaluation

##### 1.1.1 Mandatory Technical Criteria

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.

The mandatory requirements are described in Annex E.

#### 1.2 Financial Evaluation

The financial evaluation will be conducted by calculating the Evaluated Price shown below by using the Basis of Payment in Annex B completed by the bidders. The evaluated price is the sum of the firm lot prices and firm annual prices in Tables 1 and Table 2 in Annex B.

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, Incoterms 2000, Delivered Duty Paid (DDP), Canadian customs duties and excise taxes included.

All prices must be in Canadian currency and must be all-inclusive. Prices must include all travel and delivery charges including freight, customs duties, and excise taxes, if applicable. GST/HST is extra.

The evaluated price must not exceed \$225,000.00 CAD (the sum of the firm lot prices and firm annual prices of Tables 1 and 2). Bids with evaluated prices that exceed this amount will be considered non-responsive.

Financial Evaluation		
#	Description	Extended Prices
1	Table 1: Initial Requirement	\$ Total from Table 1 of Annex B
2	Table 2: Optional Requirement	\$ Total from Table 2 of Annex B
	<b>Evaluated Price equals Sum of Tables 1 and 2 (must not exceed \$225,000.00 CAD)</b>	<b>\$</b>

Solicitation No. - N° de l'invitation

W0046-12Q101/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

kin675

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

W0046-2-Q2101

File No. - N° du dossier

KIN-1-36458

CCC No./N° CCC - FMS No/ N° VME

---

## **2. Basis of Selection - Mandatory Technical Criteria**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## 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

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 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, and/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, and/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.

## 1.2 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.

### 1.3 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.

#### 1.3.1 SACC Manual clause A3050T (2010-01-11) Canadian Content Definition.

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

### **1. Insurance Requirements**

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

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

## PART 7 - RESULTING CONTRACT CLAUSES

### 1. Requirement

- (a) \_\_\_\_\_ (the "**Contractor**") agrees to supply to the Client the goods and services described in the Contract, including the Statement of Work (Annex A), in accordance with, and at the prices set out in, the Contract.
- (b) **Client:** Under the Contract, the "**Client**" is the Department of National Defence, Royal Military College of Canada.
- (c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client.
- (d) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meanings:
- (i) any reference to a "**deliverable**" or "**deliverables**" includes the Hardware, the license to use the Licensed Software (the Licensed Software itself is not a deliverable, because the Licensed Software is only being licensed under the Contract, not sold or transferred).

#### 1.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described in this Contract under the same terms and conditions and at the prices and/or rates stated in the Contract. The options may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the options at any time before the expiry of the Contract by sending a written notice to the Contractor.

##### 1.1.1 Option to Extend Hardware and Software Maintenance and Support

The Contractor grants to Canada the irrevocable option(s) to extend the Hardware and Software Maintenance and Support period by two additional one-year periods, exercisable at any time during the Contract Period, under the same terms and conditions and at the prices and/or rates stated in the Contract.

### 1.2 Task Authorization

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

#### 1.2.1 Task Authorization Process

Task Authorization:



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

#### Task Authorization Process:

1. The Technical Authority will provide the Contractor with a description of the task using the "DND 626, Task Authorization Form" specified in Annex D.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Technical Authority, within 2 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Technical Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

#### 1.2.2 Task Authorization Limit

The Technical Authority may authorize individual task authorizations up to a limit of \$25,000.00, Goods and Services Tax or Harmonized Sales Tax included, inclusive of any revisions.

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

#### 1.2.3 Canada's Obligation - Portion of the Work - Task Authorizations

SACC Manual Clause B9031C (2011-05-16) Canada's Obligation - Portion of the Work - Task Authorizations

#### 1.2.4 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by the Department of National Defence, Royal Military College of Canada. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

## 2. Standard Clauses and Conditions

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

### 2.1 General Conditions

2030 (2012-03-02), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

## 2.2 Supplemental General Conditions

The following Supplemental General Conditions:

- (i) 4001 (2010-08-16), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance;
- (ii) 4003 (2010-08-16), Supplemental General Conditions - Licensed Software; and
- (iii) 4004 (2010-08-16), Supplemental General Conditions - Maintenance and Support Services for Licensed Software;

apply to and form part of the Contract.

## 3. Term of Contract

### 3.1 Period of the Contract

- (a) **Contract Period:** The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

- (i) The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends one year later; and
- (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

### 3.2 Option to Extend the Contract

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

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

## 4. Authorities

### 4.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Ricky Chan  
Title: Supply Specialist  
Public Works and Government Services Canada  
Ontario Region  
Kingston Procurement  
Address: 86 Clarence Street, Kingston, ON K7L 1X3

Telephone: 613-545-8738  
Facsimile: 613-545-8067

E-mail address: ricky.chan@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.

## 4.2 Technical Authority

*(to be provided by the Contracting Authority before Contract award)*

The Technical Authority for the Contract is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone : \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

## 4.3 Contractor's Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone : \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

## 5. Payment

### 5.1 Basis of Payment

**5.1.1 Initial Requirement:** In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Table 1 of Annex B for a cost of \$ \_\_\_\_\_. 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.

**5.1.2 Optional Hardware and Software Maintenance and Support:** If Canada exercises its option to extend the Hardware and Software Maintenance and Support Period, Canada will pay the Contractor the firm annual price in advance set out in Table 2 of Annex B, including all customs duties, GST/HST extra.

### 5.1.3 Basis of Payment - Task Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm hourly rate, as specified in the authorized TA and as set out in Table 3 of Annex B, Basis of Payment. 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

## 5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$\_\_\_\_\_ (amount to be determined at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - (a) when it is 75 percent committed, or
  - (b) four (4) months before the contract expiry date, or
  - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

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

## 5.3 Method of Payment

**5.3.1 Method of Payment - Initial Requirement:** SACC Manual clause H1000C (2008-05-12) Single Payment

**5.3.2 Method of Payment for Task Authorizations with a Firm Price - Lump Sum Payment on Completion:** Canada will pay the Contractor upon completion and delivery of all the Work associated with the Task Authorization in accordance with the payment provisions of the Contract if:

- (i) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (ii) all such documents have been verified by Canada;  
the Work delivered has been accepted by Canada.

### 5.3.3 Method of Payment - Advance Payment for Maintenance and Support

Canada will pay the Contractor in advance for the maintenance and support services if:

- (A) An accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (B) All such documents have been verified by Canada.
- (i) Payment in advance does not prevent Canada from exercising any or all potential remedies in relation to this payment or any of the Work, if the Work performed later proves to be unacceptable.

### 5.4 Shipping Instructions - Delivery at Destination

Goods must be consigned and delivered to the destination specified in the contract:

Incoterms 2000 "DDP Delivered Duty Paid" Royal Military College of Canada, Kingston, Ontario, Canada

## 6. Invoicing Instructions

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

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## 7. Certifications

- 7.1 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.

### 7.2 SACC Manual Clauses

A3060C (2008-05-12) Canadian Content Certification (*to be incorporated if applicable*)

## 8. Applicable Laws

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

## 9. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2030 (2011-03-02), General Conditions - Higher Complexity - Goods;
- (c) the supplemental general conditions:
  - (i) 4001 (2010-08-16), Hardware Purchase, Lease and Maintenance;
  - (ii) 4003 (2010-08-16), Licensed Software;
  - (iii) 4004 (2010-08-16), Maintenance and Support Services for Licensed Software;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Insurance Requirements
- (g) Annex D, DND 626 Task Authorization Form; and
- (h) the signed Task Authorizations (including all of its annexes, if any); and
- (i) the Contractor's bid dated \_\_\_\_\_.

## 10. SACC Manual Clauses

A9062C (2011-05-16), Canadian Forces Site Regulations

B2010C (2008-05-12), Unauthorized Codes

B9028C (2007-05-25), Access to Facilities and Equipment

C2604C (2010-01-11), Customs Duties, Excise Taxes and GST/HST - Non-resident

## 11. Foreign Nationals (Canadian Contractor)

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

**OR**

## 11. Foreign Nationals (Foreign Contractor)

SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

## 12. Insurance Requirements

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

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

Solicitation No. - N° de l'invitation

W0046-12Q101/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

kin675

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

W0046-2-Q2101

File No. - N° du dossier

KIN-1-36458

CCC No./N° CCC - FMS No/ N° VME

---

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

Solicitation No. - N° de l'invitation

W0046-12Q101/A

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

W0046-2-Q2101

Amd. No. - N° de la modif.

File No. - N° du dossier

KIN-1-36458

Buyer ID - Id de l'acheteur

kin675

CCC No./N° CCC - FMS No/ N° VME

---

## **ANNEX A**

### **STATEMENT OF WORK**

*(document attached)*



**ANNEX B****BASIS OF PAYMENT**

All prices must be in Canadian currency and must be all-inclusive. Prices must include all travel and delivery charges including freight, customs duties, and excise taxes, if applicable. GST/HST is extra.

**TABLE 1: INITIAL REQUIREMENT**

Item No.	Requirement	Firm Lot Price (excluding GST/HST)
1	All deliverables as detailed in Annex A, Requirement including hardware, software, components, and equipment for the Mass Notification System including 12-month warranty and maintenance and support	
2	All services as detailed in Annex A, Requirement including design, installation, and training of the Mass Notification System and all mechanical and electrical design changes	

**TABLE 2: OPTIONAL REQUIREMENTS**

Item No.	Requirement	Firm Annual Price (excluding GST/HST)
1	Second year maintenance and support for the Mass Notification System	
2	Third year maintenance and support for the Mass Notification System	

**TABLE 3: TASK AUTHORIZATIONS**

Item No.	Requirement	Firm Hourly Rate (excluding GST/HST)
1	For Work outside the scope of Annex A but is related to the Mass Notification System that is needed on "as and when requested basis"	

---

## ANNEX C

### INSURANCE REQUIREMENTS

#### 1. Commercial General Liability Insurance

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

2. The Commercial General Liability policy must include the following:

(a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.

(b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

(c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

(d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

(e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

(f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

(g) Employees and, if applicable, Volunteers must be included as Additional Insured.

(h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

(i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

(j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

(k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

(l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

(m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned Vehicles.

(n) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

## **2. Errors and Omissions Liability Insurance**

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

Solicitation No. - N° de l'invitation

W0046-12Q101/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

kin675

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

W0046-2-Q2101

File No. - N° du dossier

KIN-1-36458

CCC No./N° CCC - FMS No/ N° VME

---

**ANNEX D**

**DND 626 TASK AUTHORIZATION FORM**

*(document attached)*

## ANNEX E

### TECHNICAL EVALUATION CRITERIA

#	Mandatory Criteria
1	The Bidder must have a minimum of three (3) years in the past five (5) years designing and installing Mass Notification Systems. The Bidder must demonstrate how it meets this by providing concrete and detailed examples.
2	<p>The Bidder's Mass Notification System (MNS) designers must meet the experience criteria in paragraph 3-2.1 of UFC 4_021_01, Change 1, January 2010 (extracted below). The Bidder must demonstrate how it meets this criteria by providing resumes.</p> <p><b>3-2.1 Designer Qualifications.</b> The wide area MNS shall be designed under the supervision of a registered professional engineer with a minimum of 4 years' current work experience in fire protection, electrical, and communication-electronics engineering areas specific to wide area MNS. Alternately, the wide area MNS may be designed by an engineering technologist verified by the National Institute for Certification in Engineering Technologies (NICET) as certified at Level IV in low voltage electronic communications systems or Level IV in fire alarm systems, plus this engineering technologist shall possess a minimum of 4 years' current work experience specific to wide area MNS communications-electronics. Alternately, the wide area MNS may be designed by an engineering technologist that possesses a minimum of 10 years' documented current work experience specific to wide area MNS communications-electronics. The speaker array supporting structure shall be designed by a registered professional structural engineer to resist all environmental loads, including site-specific wind and seismic forces. The individual's name, signature, and professional engineer number or NICET certification number (when applicable) shall be included on all final design documents.</p>
3	<p>The exterior speak array (HPSA) must meet the voice intelligibility specifications in paragraph 3-6.3 of UFC 4_021_01, Change 1, January 2010 (extracted below).</p> <p><b>3-6.3 Outdoor Areas.</b> HPSAs shall be designed to maintain the intelligibility of voice signals within the zone at a level no less than 0.7 on the Common Intelligibility Scale (CIS) or 0.5 on the Speech Transmission Index (STI) measure in outdoor areas during normal weather conditions. Intelligibility may be less than 0.7 CIS in areas of the zone if personnel can determine that a voice signal is being broadcast and they could walk less than 50 meters (m) (164 feet (ft)) to find a location in the zone with at least 0.7 CIS.</p>
4	The Bidder must identify the technical support contractor or service provider in Canada who can provide on-site technical support for the Mass Notification System within 2 hours.