

**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, Québec K1A 0S5
Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

Title - Sujet CFWOS Transformation Project		
Solicitation No. - N° de l'invitation W8474-13DE10/A	Date 2012-11-21	
Client Reference No. - N° de référence du client W8474-13DE10		
GETS Reference No. - N° de référence de SEAG PW-\$\$HN-329-61590		
File No. - N° de dossier hn329.W8474-13DE10	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-12-21		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: Dumaresq, Steve		Buyer Id - Id de l'acheteur hn329
Telephone No. - N° de téléphone (819) 956-3487 ()	FAX No. - N° de FAX () -	
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes		

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Electrical & Electronics Products Division
11 Laurier St./11, rue Laurier
6B1, Place du Portage, Phase III
Gatineau, Québec 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

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with this Solicitation.

2. Statement of Work

The contractor will be required to provide the goods/services in accordance with the technical requirements stated herein at Annex "A".

2.1 Period of Contract

The initial period of Contract is projected to be 5 years (initial warranty period) plus 25 weeks (estimated time for the delivery and installation in Halifax, NS).

2.2 Contractor Representatives

Name and telephone number of the person responsible for :

General enquiries

Name: _____
Telephone No. _____
Facsimile No. _____
E-mail address: _____

Delivery follow-up

Name: _____
Telephone No. _____
Facsimile No. _____
E-mail address: _____

5. Debriefings

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.

You are reminded that this solicitation requires the compliance and/or completion of requirements attached as an Annexes and forming part of this document.

Note: In case of discrepancies between the English and the French text, the English text shall prevail.

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 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements**, are incorporated by reference into and form part of the bid solicitation.

Subsection 4 of Section 05 - Submission of Bids of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) calendar days

Section 08 of 2003, Standard Instructions - Goods or Services, is amended as follows:

Insert: Upon request by Canada, the bidder must send written confirmation of the bid within five (5) working days.

1.1 SACC Manual Clauses

SACC Reference	Section	Date
A9033T	Financial Capability	2012-07-16
B1000T	Condition of Material	2007-11-30

2. Submission of Bids

Bids must be submitted **ONLY TO THE BID RECEIVING UNIT** by the date, time and place indicated on page 1 of the bid solicitation. Do not send proposal directly to the Contracting Officer. Email proposals not accepted.

PWGSC Bids Receiving Unit
11 Laurier Street
Place du Portage, Phase 3, Core 0A1
Gatineau, Québec, K1A 0S5
Tel.: 819-956-3366

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

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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.

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 (3 hard copies) and 2 soft copies on DVD

Section II: Financial Bid and Certifications (1 hard copy)

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;
- (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 (3 hard copies) and 2 soft copies on DVD

Technical bids must include the following:

- One or more documents, in which bidders explain and detail how they propose to meet the requirements. Simply stating a compliancy is insufficient. Bidders must present a clearly organized, printed (i.e., not handwritten) proposal that includes all necessary technical and descriptive literature, in order to clearly demonstrate their compliancy to all items presented in the Statement of Work (SOW) and associated specifications.
- The technical bid can refer to technical documentation but one copy of all such documentation must be included in the bid. The technical bid must comply with the special instructions specified in Annex B - Mandatory Evaluation Criteria and Annex C - Rated Evaluation Criteria.
- A copy of Annex B - Mandatory Evaluation Criteria with Column "Ref in Proposal" completed by the bidder.
- A copy of Annex C - Rated Evaluation Criteria with Column "Ref in Proposal" completed by the bidder.
- A recommended Spare Part List as detailed in Annex "A" - Statement of Work, Section 5.4.

Section II: Financial Bid and Certifications (1 hard copy)

Bidders must submit their financial bid by completing Annex E- Pricing Schedule. In completing Annex E, the bidder must:

- Enter one amount in Part A; and
- Enter one amount for each optional extended warranty year in Part B.

The amount in Parts C, D and E are preset cash allowance and cannot be changed by bidders. The use of cash allowances are discussed in Part 6 Section 7.

Bidders should also submit the certifications required under Part 5.

1.1 Exchange Rate Fluctuation (if applicable)

1. Unless otherwise specified in the bid solicitation, bids must be in Canadian currency.
2. Bidders may request Canada to assume the risk for exchange rate fluctuation. This request must be specifically made at time of bidding.
3. The foreign currency component is defined as the element of the price that will be directly affected by exchange rate fluctuations. It could include the net price FOB foreign manufacturer's plant, costs associated with applicable duty, excise tax, Goods and Services Tax or Harmonized Sales Tax, if applicable, entry fees, transportation costs or delivery charges payable in a foreign currency, and any other charges associated with being the importer of record if they originated from and are required to be paid in a foreign currency.
4. The foreign value of the foreign currency component of the bid or negotiated price must be provided with the bid. Form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments, may be used for this purpose. If milestone payments are proposed, it is recommended to indicate on the above form the foreign currency component associated with each milestone event.
5. All bids are evaluated in Canadian currency. Therefore, for evaluation purposes, the noon rate quoted by the Bank of Canada as being in effect on date of bid closing, or such other date as may be specified in the bid solicitation, will be applied as the initial conversion factor for the specified currency. (Column 3 of the above form will be completed by the Contracting Authority.)
6. Rates proposed by bidders will not be accepted for the purposes of this exchange rate adjustment provision.
7. If there are two (2) identical bids, and provided that the bid selected would still be considered the most advantageous to Canada, preference will be given to the Bidder who assumes all or part of the exchange rate adjustment risk over a bidder who does not assume any of this risk. Furthermore, preference will be given to the Bidder who assumes all of the exchange rate adjustment risk over a bidder who assumes only part of this risk.
8. Canada will pay the exchange rate adjustment amount in Canadian currency using the prevailing noon rate on the date of payment by Canada or, as applicable, in accordance with one of the following clauses: C3015C, C3020C, C3025C, or C3030C.

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1.2 Pricing Basis

The bidder must quote firm prices in Canadian dollars, DDP Delivered Duty Paid (destination), with the Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) extra, as applicable. Freight charges to destination and all applicable Custom duties and Excise taxes must be included.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

1. Technical Evaluation

1.1 Overview of the Technical Evaluation

The Technical Evaluation will be conducted in two phases as follows:

- a) Mandatory evaluation criteria including Part A and B of the Proof of Proposal; and
- b) Rated evaluation criteria including Part C of the Proof of Proposal.

The Technical Evaluation will be conducted as follows:

- 1. Annex "B", Mandatory evaluation criteria;
- 2. Annex "D", Proof of Proposal (POP) Part A and Part B (done at bidder's location);
- 3. Annex "C", Rated evaluation criteria;
- 4. Annex "D", POP Part C (done at bidder's location).

1.2 Evaluation of Mandatory Technical Criteria

Bids will be evaluated in accordance with Annex "B" (Mandatory Evaluation Criteria) on a simple pass/fail basis. Bids that fail to meet all mandatory criteria of Annex "B" (Mandatory Evaluation Criteria) will be considered non-compliant and given no further consideration.

Bids that meet all mandatory criteria of Annex "B" (Mandatory Evaluation Criteria) will be evaluated in accordance with Annex "D" (Proof of Proposal, Part A) on a simple pass/fail basis. Bids that fail to meet all mandatory criteria of Annex "D" (Proof of Proposal, Part A) will be considered non-compliant and given no further consideration.

Bids that meet all mandatory criteria of Annex "B" (Mandatory Evaluation Criteria) and Annex "D" (Proof of Proposal, Part A) will be evaluated in accordance with Annex "D" (Proof of Proposal, Part B) on a simple pass/fail basis. Bids that fail to meet all mandatory criteria of Annex "D" (Proof of Proposal, Part B) will be considered non-compliant and given no further consideration.

Bids that meet all mandatory criteria of Annex "B" (Mandatory Evaluation Criteria) and Annex "D" (Proof of Proposal, Part A and Part B) will be considered compliant and will be evaluated against the rated technical criteria at Section 1.3 below.

1.3 Evaluation of Rated Technical Criteria

Bids will be evaluated in accordance with Annex "C" (Rated Evaluation Criteria) and Annex "D" (Proof of Proposal, Part C) and assessed a Technical Score.

The table below is an example of the calculations which will be employed to calculate the Technical Score. This example assumes that the maximum technical score possible is 80 points

	Bidder 1	Bidder 2	Bidder 3
Technical Points	70	75	65
Calculations			
Technical Score	$70/80 = 0.875$	$75/80 = 0.937$	$65/80 = 0.812$
	Rounded to 0.88	Rounded to 0.94	Rounded to 0.81

1.4 Proof of Proposal (Testing the viability of the proposed solution, as per Annex "D")

The Proof of Proposal (POP) shall be conducted at the bidder's facility at no cost to Canada. However, Canada will pay for the Evaluation Team's travel and living expenses.

The Bidder must start the Proof of Proposal within ten (10) business days upon written advance notice. If the Bidder is not ready to start the Proof of Proposal within this period, the Bidder's proposal shall be deemed non-compliant.

The Bidder must successfully pass Part A and Part B of the Proof of Proposal within three (3) consecutive business days. If the Bidder does not successfully pass Part A and Part B of the Proof of Proposal within this period, the Bidder's proposal shall be deemed non-compliant and will not be given further consideration.

The Bidder will have one (1) business day to conduct Part C of the Proof of Proposal.

In order to allow Bidders to prepare their solution for the Proof of Proposal in a timely manner, Canada offers to send two representatives at each Bidder's facility with one STE-R and one STE-Office with appropriate crypto cards (KSV) for no more than twelve (12) consecutive calendar days starting on a Monday and ending on a Friday. Canada will pay for Canada's representatives' travel and living expenses.

Should the bidder accept Canada's offer, the following conditions will apply. A Bidder's inability or refusal to agree or adhere to these conditions will result in having the proposal deemed non-compliant:

- Canada's representatives will travel to the Bidder's location at a time of Canada's choosing. This is expected to take place within three weeks after bid closing and 2-3 weeks prior to the conduct of the POP;
- Canada's representatives will demonstrate to the Bidder that the STEs are functional upon arrival. The Bidder must sign and return a form to Canada's representatives acknowledging that the STEs are fully functional before being allowed to connect to them;
- Canada's representatives will monitor the STEs at the Bidder's facility. A single representative of Canada must be able to maintain line of sight with both STEs at all times.;
- The Bidder must provide a lockable cabinet to secure the STEs while Canada's representatives are off site. Canada's representatives will carry and use their own locks; and
- All Bidder's personnel working in the room where the STEs are located shall receive a mandatory security brief by Canada's representatives.

Bidders who choose not to accept Canada's offer shall have no recourse should their bid fail to meet all of the mandatory requirements of Annex "D" (Proof of Proposal, Part A).

2. Financial Evaluation

The following Mandatory factors will be taken into consideration in the evaluation of each bid:

- Must have met all mandatory evaluation criteria specified herein;
- Compliance with the pricing requirements and the Pricing Schedule presented at Annex "E";
- If Bidder requests Canada to assume the risk for exchange rate fluctuation, as specified at Part 3, para 1.3, a completed form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments, must be included with the bid.

The Total Bid Price will be the sum of all prices at Annex "E" herein.

The lowest priced compliant proposal will be allocated the maximum Price Score of 1.00 and all the other proposals will be prorated accordingly. The table below is an example of the calculations which will be employed.

	Bidder 1	Bidder 2	Bidder 3
Bidder's Total Evaluated Price	C\$95,000.00	C\$65,000.00	C\$80,000.00
Calculations			
Financial Score	$65,000/95,000 = 0.684$	$65,000/65,000 = 1.00$	$65,000/80,000 = 0.812$
	Rounded to 0.68	Rounded to 1.00	Rounded to 0.81

3. Basis of Selection

The selection of the top-ranked Bidder will be based on the weighted sum of the Technical Score and Price Score of each proposal, where the Technical Score is weighted at 20% and the Price Score is weighted at 80% of the Total Bid Score. All Proposal Score will be rounded to two (2) decimal points. The table below is an example of the calculations which will be employed to determine the Total Bid Scores. In this case, the top-ranked bidder is Bidder 2 as he has obtained the highest Total Bid Score.

	Bidder 1	Bidder 2	Bidder 3
Technical Score	0.88	0.94	0.81
Financial Score	0.68	1	0.81
Calculations	$0.88 (0.20) + 0.68 (0.80)$	$0.94 (0.20) + 1.00 (0.80)$	$0.81 (0.20) + 0.81 (0.80)$
Total Bid Score =	$0.176 + 0.544$ Rounded to 0.18+0.54	$0.188 + 0.80$ Rounded to 0.19 + 0.80	$0.162 + 0.648$ Rounded to 0.16 + 0.65
Total Bid Score	0.72	0.99	0.81

In the event that two or more Bidders achieve the same Total Bid Score, calculated to two-decimal places, the Bidder with the highest Technical Score will be declared the top-ranked bidder (winner).

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CCC No./N° CCC - FMS No/ N° VME

4. Conditions/Certifications Precedent to Contract

- Code of Conduct Certifications as specified in Part 5;
- Federal Contractors Program as specified in Part 5;
- Financial Capability as specified at Part 2, para 1.1.

PART 5 - CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

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.

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.

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. Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

2. Federal Contractors Program - Certification

Federal Contractors Program - \$200,000 or more

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.

Signature

Date

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the Contract.

2. Statement of Work

The contractor will be required to provide the goods and/or services in accordance with the technical requirements stated herein at Annex "A".

2.1 SACC Manual Clauses

SACC Reference	Section	Date
B7500C	Excess Goods	2006-06-16

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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A (2012-11-19), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The initial period of Contract is from ___date___ to ___date___ inclusively.

4.2 OPTION - Extended Warranty (as per Annex "A", Section 5.3)

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to five (5) additional one (1) year period(s) of extended warranty under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the terms and conditions listed herein.

Year 1 of extended warranty: From ___date___ to ___date___ inclusively;
 Year 2 of extended warranty: From ___date___ to ___date___ inclusively;
 Year 3 of extended warranty: From ___date___ to ___date___ inclusively;
 Year 4 of extended warranty: From ___date___ to ___date___ inclusively;
 Year 5 of extended warranty: From ___date___ to ___date___ inclusively;

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced through a contract amendment.

5. OPTION - Spare Parts (as per Annex "A", Section 5.4)

The Contractor grants to Canada the irrevocable option to acquire spare parts from the recommended Spare Part List (SPL) for the RBVS solution LRUs at each centre to cover up to 10.5 years of operation, under the same conditions and at the prices and/or rates stated in the Contract.

Total allowable cost for Spare Parts (Annex A, Section 5.4), on an as required basis, must not exceed \$ 250,000 CDN (GST/HST included).

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor. Nothing contained in this Contract shall require Canada to exercise the option and the exercise of the option is at the sole discretion of Canada.

6. OPTION - Additional headsets and in-line PTT (as per Annex "A", Section 7.5)

The Contractor grants to Canada the irrevocable option to acquire up to 80 additional headsets and 80 in-line PTT switches that are compatible with the RBVS solution.

Total allowable cost for additional headsets and in-line PTT (Annex A", Section 7.5), on an as required basis, must not exceed \$ 50,000 CDN (GST/HST included).

The Contractor can provide quotes for more than one make/model of headset. DND reserves the right to procure a number of headset between 60 and 80 units and in any mix of the make/models submitted by the Contractor.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor. Nothing contained in this Contract shall require Canada to exercise the option and the exercise of the option is at the sole discretion of Canada.

7. OPTION - Support Services (Annex A, Section 5.5)

The Contractor grants to Canada the irrevocable option to request optional services, as detailed at Annex "A", Section 5.5, on an as-required basis.

Total allowable cost for optional Support Services (Annex A, Section 5.5), on an as required basis, must not exceed \$ 250,000 CDN (GST/HST included).

Upon receipt of a request for optional service by Canada, the Contractor will provide a detailed quote for the work to be performed and submit to the Technical Authority. Upon review of the quote, the Technical Authority may choose to request that the Contractor performs the work by issuing a signed Task Authorization to the Contractor.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor. Nothing contained in this Contract shall require Canada to exercise the option and the exercise of the option is at the sole discretion of Canada.

8. Authorities

8.1 Contracting Authority

Steve Dumaresq
Public Works and Government Services Canada
Acquisitions Branch
Logistics, Electrical, Fuel and Transportation Directorate
"HN" Division
7B3, Place du Portage, Phase III
11 Laurier Street
Gatineau, QC, K1A 0S5

Telephone: (819) 956-3487
Facsimile: (819) 953-4944
E-mail address: steve.dumaresq@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.

8.2 Technical Authority

Name: will be inserted at contract
Title: will be inserted at contract
Telephone: (xxx) xxx-xxxx
Facsimile: (xxx) xxx-xxxx
E-mail: will be inserted at 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.

8.3 Contractor's Representative

General Enquiries

Name: will be inserted at contract
Telephone No: will be inserted at contract
Facsimile No: will be inserted at contract
E-mail address: will be inserted at contract

Delivery Follow-up

Name: will be inserted at contract
Telephone No: will be inserted at contract
Facsimile No: will be inserted at contract
E-mail address: will be inserted at contract

9. Payment

9.1 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ (Inserted at contract award) CDN. 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.

9.2 SACC Manual Clauses

SACC Reference	Section	Date
C2611C	Customs Duties - Contractor Importer	2007-11-30
D0050C	End User Certificate	2007-05-25
G1005C	Insurance	2008-05-12
H1001C	Multiple Payments	2008-05-12

9.3 Schedule of Milestones

The Vendor shall invoice for the goods and services under this contract based upon the completion of the milestones detailed below. Each invoice must be no more than the percentage of the vendor's bid cost under heading A of Annex E - Price Schedule.

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

- | | |
|--|-----|
| 1. Completion of Control Panel Production Design Version 1 (Annex A Part 3) | 5% |
| 2. Delivery of Training Course 1 (Annex A Part 6) | 5% |
| 3. Acceptance of RBVS installation at MetOc Halifax (Annex A, Part 4) | 20% |
| 4. Acceptance of RBVS installation at MetOc Esquimalt (Annex A, Part 4) | 20% |
| 5. Delivery of Training Course 2 (Annex A Part 6) | 5% |
| 6. Acceptance of RBVS solution at JMC (Annex A, Part 4) | 35% |
| 7. Implementation of Control Panel Production Design Version 2 at all centres (Annex A Part 3) | 10% |

The Vendor shall invoice for the Option - Spare Parts (Annex A Section 5.4) and Option - Headset (Annex A Section 7.6) upon delivery of the goods to DND.

The Vendor shall invoice for optional support services (Annex A Section 5.5) upon acceptance by Canada of the goods and service authorized by a Task Authorization.

The Vendor shall invoice for the extended warranty and service periods (Annex A Section 5.3) upon the award of each individual contract for extended warranty and service to the Vendor.

9.4 Exchange Rate/Milestone Payment (if applicable)

1. The price in Canadian currency includes the foreign currency component in respect of goods, services or both originating outside Canada, as detailed on form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments, in Annex "F". In the event that one or more of the milestones involve a foreign currency component that becomes due and payable on that particular milestone, a separate form PWGSC-TPSGC 9411 must accompany the invoice for each applicable milestone.
2. When a milestone payable includes the importation of goods, services or both into Canada, the exchange rate used to calculate the adjustment will be the rate applied by Canada Border Services Agency (CBSA) on the date of importation. For a milestone that does not involve the importation of goods, services or both, but still includes a foreign currency component, the exchange rate used to calculate the adjustment will be the Bank of Canada exchange rate in effect at noon, on the date when the milestone became due and payable.
3. No price adjustment directly resulting from the application of the provisions contained in this clause will be applied for increases or decreases in the exchange rate within a variation of: plus or minus 2 percent of the exchange rate(s) mentioned above; or plus or minus \$100 of the total cumulative amount claimed for exchange rate adjustment under the Contract.
4. On each invoice or claim for milestone payment submitted under the Contract, the Contractor must indicate the exchange rate adjustment amount (either upward, downward or no change) as a separate item. In the event of delivery, the invoice or claim for milestone payment must be accompanied by a copy of CBSA form B3-3, Canada Customs Coding Form. When the goods, services or both have not been imported, the Contractor must provide evidence, satisfactory to Canada, that the amount claimed is due and payable in foreign currency by the Contractor.
5. Canada will have the right to audit any revision to costs and prices under this clause.

9.5 Task Authorization Process

Task Authorization:

For the purpose of Section 7 (OPTION - Support Services (Annex A, Section 5.5))

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:

The Technical Authority will provide the Contractor with a description of the task using the DND 626, Task Authorization Form provided by DND.

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.

The Contractor must provide the Technical Authority with 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. 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.

Task Authorization Approvals:

The Technical Authority may approve a Task Authorization estimated up to a maximum of \$100,000.00 (GST/HST included). The Technical Authority may also approve amendments to the Task Authorization, up to an aggregate amount (value of the original Task Authorization plus all amendments) of \$100,000.00 (GST/HST included).

In the event that the total price of a Task Authorization is in excess of \$100,000.00 GST/HST included, PWGSC's written authorization is required prior to the commencement of the Work.

The Contracting Authority is also required to approve any amendment to the Task Authorization where the aggregate amount (value of the original Task Authorization plus all amendments) is over \$100,000.00 (GST/HST included). The Contractor must not proceed with the Work without PWGSC's prior written authorization.

10. 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:
 - (a) The original and one (1) copy must be forwarded to the following address for certification and payment.

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive, Ottawa, ON K1A 0K2
Attention: _____.

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

Department of Public Works and Government Services
"HN" Division
7B3 Place du Portage, Phase III
11 Laurier Street, Gatineau, QC K1A 0S5

11. Certifications

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.

12. Applicable Laws

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

13. 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 (2012-11-19) General Conditions - Goods (Medium Complexity);
- (c) Annex "A", Statement of Work;
- (d) Annex "E", Pricing Schedule;
- (e) the Contractor's bid dated __date__.

14. Defence Contract

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

15. SACC Manual Clauses

SACC Reference	Section	Date
D5545C	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)	2010-08-16

16. SACC Manual Clauses (Delivery)

SACC Reference	Section	Date
D9002C	Incomplete Assemblies	2007-11-30

16.1 Shipping Instructions - Delivery at Destination

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

Delivered Duty Paid (DDP) (destination) Incoterms 2000 for shipments from a commercial contractor.

Solicitation No. - N° de l'invitation

W8474-13DE10/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hn329

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

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**ANNEX "A" STATEMENT OF WORK
(Attached)**

**ANNEX "B" MANDATORY EVALUATION CRITERIA
(Attached)**

**ANNEX "C" RATED EVALUATION CRITERIA
(Attached)**

**ANNEX "D" PROOF OF PROPOSAL FOR THE RED/BLACK VOICE SWITCH (RBVS) SOLUTION
(Attached)**

ANNEX "E" PRICING SCHEDULE

Red/Black Voice Switch Solution for the CFWOS RBC

The bidder must quote firm prices in Canadian dollars, DDP Delivered Duty Paid (destination), with the Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) extra, as applicable. Freight charges to destination and all applicable Custom duties and Excise taxes must be included.

Part A RBVS Solution (as per Annex "A")

- includes RBVS provision (Annex A, Part 2)
- includes design of the user interface (Annex A, Part 3)
- includes installation and site testing (Annex A, Part 4)
- includes 5-year warranty and support (Annex A, Section 5.2)
- includes training services (Annex A, Part 6)
- includes other services (Annex A, Sections 7.1, 7.2, 7.3 and 7.4)

RBVS Solution \$ _____

Bidder must provide a detailed cost breakdown to demonstrate how the amount is obtained.

Part B OPTION - Extended Warranty (Annex A, Section 5.3)

Bidder must provide a detailed cost breakdown to demonstrate how each amount is obtained.

- Year 1 of extended warranty	\$ _____
- Year 2 of extended warranty	\$ _____
- Year 3 of extended warranty	\$ _____
- Year 4 of extended warranty	\$ _____
- Year 5 of extended warranty	\$ _____

Part C OPTION - Total allowable cost for Spare Parts (Annex A, Section 5.4), on an as required basis, must not exceed 250K.

\$ 250,000

Part D OPTION - Total allowable cost for additional headsets and in-line PTT (Annex A", Section 7.5), on an as required basis, must not exceed 50K.

\$ 50,000

Part E OPTION - Total allowable cost for optional Support Services (Annex A, Section 5.5), on an as required basis, must not exceed 250K.

\$ 250,000

TOTAL BID PRICE (sum of all items above)

\$ _____

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Buyer ID - Id de l'acheteur

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

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ANNEX "F"
Form PWGSC-TPSGC 9411
Claim for Exchange Rate Adjustments (If Applicable)
(Attached)