

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
**Pacific Region**  
**401 - 1230 Government Street**  
**Victoria, B.C.**  
**V8W 3X4**  
**Bid Fax: (250) 363-3344**

## 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> Modular Electronic Key Control	
<b>Solicitation No. - N° de l'invitation</b> W0103-13S082/A	<b>Date</b> 2012-12-21
<b>Client Reference No. - N° de référence du client</b> W0103-13S082	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$VIC-242-6131	
<b>File No. - N° de dossier</b> VIC-2-35246 (242)	<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 2013-02-04</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Standard Time PST
<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> Szczesniak, Michal	<b>Buyer Id - Id de l'acheteur</b> vic242
<b>Telephone No. - N° de téléphone</b> (250) 363-8312 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE CFB ESQUIMALT BLDG 575 DOCKYARD STN FORCES P.O.BOX 17000 VICTORIA British Columbia V9A7N2 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 Canada - Pacific  
Region  
401 - 1230 Government Street  
Victoria, B. C.  
V8W 3X4

<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. Security Requirement
2. Requirement
3. Debriefings

### **PART 2 - BIDDER INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws
5. Improvement of Requirement During Solicitation Period

### **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. Mandatory Certifications Required Precedent to Contract Award
2. Additional Certifications Precedent to Contract Award

### **PART 6 - RESULTING CONTRACT CLAUSES**

1. Security Requirement
2. Requirement
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. Insurance
12. Delivery, Inspection and Acceptance
13. Intellectual Property Infringement and Royalties

**List of Annexes:**

Annex A	Requirement
Annex B	Pricing Schedule
Annex C	Mandatory Technical Criteria

**PART 1 - GENERAL INFORMATION****1. Security Requirement**

There is no security requirement associated with the requirement.

**2. Requirement**

The requirement is detailed under Article 2 of the resulting contract clauses.

**3. 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.

**PART 2 - BIDDER INSTRUCTIONS****1. Standard Instructions, Clauses and Conditions**

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

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

The 2003 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

## 2. Submission of Bids

Bids must be submitted only to **Public Works and Government Services Canada (PWGSC) Bid Receiving Unit** by the date, time and place indicated on Page 1 of the bid solicitation.

## 3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than fourteen (14) 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 British Columbia.

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. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a

particular bidder will be given consideration provided they are submitted to the Contracting Authority at least fourteen (14) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## **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 should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### **Section I: Technical Bid**

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

**Section II: Financial Bid**

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

Bidders should indicate the currency being used in their proposal. Should the currency not be indicated, it will be assumed that it is Canadian.

**1.1 Exchange Rate Fluctuation**

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.

**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.

**1.1 Technical Evaluation****1.1.1 Mandatory Technical Criteria**

The mandatory technical criteria are identified in Annex C.

**1.2 Financial Evaluation**

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

2. Bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The nominal noon exchange rate given by the Bank of Canada (<http://www.bankofcanada.ca/en/rates/exchform.html>) in effect on the solicitation closing date will be applied as a conversion factor to the offers submitted in foreign currency.

## **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 for Item A in Annex B will be recommended for award of a contract.

## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation 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, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

## **1. Mandatory Certifications Required Precedent to Contract Award**

### **1.1 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. Additional 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.

### **2.1 Federal Contractors Program - Certification**

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills



Development Canada (HRSDC) are no longer eligible to receive federal 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.

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

- ( ) 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;
- ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- ( ) 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;
- ( ) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_ .

Further information on the FCP is available on the HRSDC Web site:  
<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>.

## **PART 6 - RESULTING CONTRACT CLAUSES**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Requirement**

The Contractor must provide the items detailed at Annexes A and B.

#### **2.1 Optional Goods and/or Services**

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

The Contracting Authority may exercise the option at any time before April 1, 2015 by sending a written notice to the Contractor.

#### **2.2 Electrical Equipment**

All electrical equipment supplied under the Contract must be certified or approved for use in accordance with the Canadian Electrical Code, Part 1, before delivery, by a certification organization accredited by the Standards Council of Canada.

### **3. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-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.

Subsection 09.1 of 2010A, General Conditions - Goods (Medium Complexity), is

amended as follows:

Delete: twelve (12) months; and  
Insert: twenty-four (24) months.

### **3.2 Supplemental General Conditions**

4001 (2010-08-16), Hardware Purchase, Lease and Maintenance; and  
4003 (2010-08-16), Licensed Software apply to and form part of the Contract.

## **4. Term of Contract**

### **4.1 Delivery Date**

All the deliverables must be received on or before **March 28, 2013**.

## **5. Authorities**

### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Michal Szczesniak  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions, Victoria  
1230 Government Street, Suite 401  
Victoria, BC V8W 3X4 Canada

Telephone: 1-250-363-8312  
E-mail address: [michal.szczesniak@pwgsc-tpsgc.gc.ca](mailto:michal.szczesniak@pwgsc-tpsgc.gc.ca)

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

### **5.2 Project Authority**

The Project Authority for the Contract is:

Department of National Defence

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

### 5.3 Contractor's Representative

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

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

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

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

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

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

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

## 6. Payment

### 6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B, for a total contract 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.

### 6.2 Taxes - Foreign-based Contractor *(if applicable)*

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon

request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

### **6.3 Single Payment**

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract 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;
- c) the Work delivered has been accepted by Canada.

## **7. 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 following address for certification and payment:

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

## **8. Certifications**

### **8.1 Compliance**

Compliance with the certifications and related documentation 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, provide the related documentation or if 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.

## 9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia (*or another Canadian province or territory as specified by the Bidder in its bid*).

## 10. 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 supplementary general conditions 4001 (2010-08-16), Hardware Purchase, Lease and Maintenance;
- (c) the supplementary general conditions 4003 (2010-08-16) Licensed Software;
- (d) the general conditions 2010A (2012-11-19) General Conditions - Goods (Medium Complexity);
- (e) Annex A, Requirement;
- (f) Annex B, Pricing Schedule;
- (g) the Contractor's bid dated \_\_\_\_\_.

## 11. Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

## 12. Delivery, Inspection and Acceptance

### 12.1 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered Delivered Duty Paid (DDP) CFB Esquimalt, Victoria, British Columbia Incoterms 2000 for shipments from a commercial contractor.

## **12.2 Excess Goods**

The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

## **12.3 Wood Packaging Materials**

All wood packaging materials used in international shipping must conform to the "Guidelines for Regulating Wood Packaging Material in International Trade" - ISPM 15 (International Standards for Phytosanitary Measures - <http://www.spc.int/pps/ispm.htm>).

Pertinent additional information on Canada's import and export programs is provided in the following Canadian Food Inspection Agency policy directives:

D-98-08 - Entry Requirements for Wood Packaging Materials Produced in All Areas Other Than the Continental United States  
(<http://www.inspection.gc.ca/english/plaveg/protect/dir/d-98-null08e.shtml>); and

D-01-05 - The Canadian Wood Packaging Certification Program (CWPCP)  
(<http://www.inspection.gc.ca/english/plaveg/protect/dir/d-01-null05e.shtml>).

## **12.4 Inspection and Acceptance**

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

## **13. Intellectual Property Infringement and Royalties**

- 
1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
  2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S. 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
  3. The Contractor has no obligation regarding claims that were only made because:
    - a. Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
    - b. Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
    - c. the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
    - d. the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement."



Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
- a. take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
  - b. modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
  - c. take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

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## **Annex A - Requirement**

### **1. TITLE**

Modular Electronic Key Control and Management System

### **2. SCOPE**

#### **2.1 OBJECTIVE**

There is a requirement for the supply of one (1) modular electronic key control and management system. The system must provide access and control for departmental keys including tracking and auditing capability. System installation and commissioning will be conducted by a third party.

### **3. REQUIREMENTS**

#### **3.1 CONSTRAINTS**

Goods must be delivered by March 28, 2013.

No security requirements exist, escort will be provided during delivery of materials.

#### **3.2 CLIENT SUPPORT**

System installation and commissioning will be conducted by a third party under existing electrical services agreements.

#### **3.3 MANDATORY CRITERIA**

3.3.1 The modular electronic key control and management system must include:

- (A) An illuminated main cabinet with a capacity for a minimum of one hundred forty-four (144) keys complete with a mechanical heavy-duty non-semi conductive membrane keypad and data display screen for messages and user prompts; and the cabinet must be modular and expandable in design to permit future additions for additional cabinets, key slots, card slots, and lockers;

- (B) A tamper-proof key ring mechanism with dallas chip key fob. Fobs must not utilize RFID technology due to the system's installation in a secure communications zone where RFID use is not permitted; and
- (C) Key rings must hold up to eight (8) keys and a gas card.

3.3.2 The modular electronic key control and management system must have:

- (A) An emergency battery back-up for a minimum of forty-eight (48) hours of continuous use without electricity;
- (B) Break glass in the cabinet door for emergency access; and
- (C) Two (2) Medeco (or equivalent in security measures) override keys.

3.3.3 The system's key management software must:

- (A) Be installed on a non-networked remote computer (the computer will be provided by the end-user);
- (B) Be plug and play compatible with the Microsoft Windows XP operating system;
- (C) Include a central database that records who/when keys are used and ability to assign a minimum of two thousand (2,000) user profiles with personal identification numbers (PINs) and 5 levels of access permissions (user to administrator);
- (D) Notify alarms and alerts to the remote computer when the following situations occur:
  - (1) dislodged keys;
  - (2) three consecutive invalid user code or PIN entries;
  - (3) cabinet door left open;
  - (4) missing or past-due keys;
  - (5) power failure;
  - (6) system switchover to and from the emergency battery back-up; and
  - (7) Force used to open cabinet door, gain access or dislodge key;
- (E) Allow users to schedule key reservations;

- (F) Allow system administrators to control the key reservation system and establish key curfew (due dates and times);
- (G) Provide on-demand reports which include a list of keys, users, keys in use, and past-due keys to designated system users; and
- (H) Data display on remote computer.

3.3.5 The Contractor must provide a warranty for all parts for a minimum of two years from the date of acceptance.

3.3.6 The Contractor must provide technical support and troubleshooting services via telephone for a minimum of two years from the date of acceptance.

## **Annex B - Pricing Schedule**

### **1. Required Item**

<b>Item</b>	<b>Description</b>	<b>U.I.</b>	<b>Qty.</b>	<b>Firm Unit Price</b> (DDP Destination)
A	Modular Electronic Key Control and Management System meeting the requirements specified in Annex A  Brand: _____  Model: _____	Lot	1	
<b>Sub-Total Price</b>				
<b>Goods &amp; Services Tax (GST) / Harmonized Sales Tax (HST) -</b> <i>if applicable</i>				
<b>Total Price</b>				

### **2. Optional Item**

Modular Electronic Key Control and Management System meeting the requirements specified in Annex A

Brand: \_\_\_\_\_

Model: \_\_\_\_\_

Quantity: One (1)

U.I.: Lot

Firm Unit Price (DDP Destination) from April 1, 2013 to March 31, 2014: \_\_\_\_\_

Firm Unit Price (DDP Destination) from April 1, 2014 to March 31, 2015: \_\_\_\_\_

### **Annex C - Mandatory Technical Criteria**

The bidder should cross-reference their technical bid information to help demonstrate that their proposed solution meets the mandatory technical requirements identified in Annex A and the table below.

The bidder should clearly record:

- 1) Whether the bid meets (Yes) or does not meet (No) the mandatory requirement;
- 2) How the bid meets the mandatory requirement; and
- 3) Where supporting documentation is located within the technical bid.

<b>Annex A Reference Number</b>	<b>Mandatory Requirement</b>	<b>Meets (Yes/ No)</b>	<b>Reference Technical Bid Page Number</b>	<b>Remarks / How</b>
3.1	Goods must be delivered by March 28, 2013.			
3.3.1	The modular electronic key control and management system must include:			
(A)	An illuminated main cabinet with a capacity for a minimum of one hundred forty-four (144) keys complete with a mechanical heavy-duty non-semi conductive membrane keypad and data display screen for messages and user prompts; and the cabinet must be modular and expandable in design to permit future additions for additional cabinets, key slots, card slots, and lockers;			
(B)	A tamper-proof key ring mechanism with dallas chip key fob. Fobs must not utilize RFID technology due to the system's installation in a secure communications zone where RFID use is not permitted; and			
(C)	Key rings must hold up to eight (8) keys and a gas card.			
3.3.2	The modular electronic key control and management system must have:			
(A)	An emergency battery back-up for a minimum of forty-eight (48) hours of continuous use without electricity;			
(B)	Break glass in the cabinet door for emergency access; and			
(C)	Two (2) Medeco (or equivalent in security measures) override keys.			
3.3.3	The system's key management software must:			
(A)	Be installed on a non-networked remote computer (the computer will be provided by the end-user);			

(B)	Be plug and play compatible with the Microsoft Windows XP operating system;			
(C)	Include a central database that records who/when keys are used and ability to assign a minimum of two thousand (2,000) user profiles with personal identification numbers (PINs) and 5 levels of access permissions (user to administrator);			
(D)	Notify alarms and alerts to the remote computer when the following situations occur:			
	(1) dislodged keys;			
	(2) three consecutive invalid user code or PIN entries;			
	(3) cabinet door left open;			
	(4) missing or past-due keys;			
	(5) power failure;			
	(6) system switchover to and from the emergency battery back-up; and			
	(7) Force used to open cabinet door, gain access or dislodge key;			
(E)	Allow users to schedule key reservations;			
(F)	Allow system administrators to control the key reservation system and establish key curfew (due dates and times);			
(G)	Provide on-demand reports which include a list of keys, users, keys in use, and past-due keys to designated system users; and			
(H)	Data display on remote computer.			
3.3.5	The Contractor must provide a warranty for all parts for a minimum of two years from the date of acceptance.			
3.3.6	The Contractor must provide technical support and troubleshooting services via telephone for a minimum of two years from the date of acceptance.			

While Annex B is not available in alternative formats, bidders may submit the above-requested information in other formats as part of their technical bid package.