

**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**

<b>Title - Sujet</b> Cadets - Workstations and Cases	
<b>Solicitation No. - N° de l'invitation</b> W8561-130003/A	<b>Date</b> 2013-02-15
<b>Client Reference No. - N° de référence du client</b> W8561-13-0003	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$CX-004-62226	
<b>File No. - N° de dossier</b> cx004.W8561-130003	<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 2013-03-06</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> York(CX Div.), Rochelle	<b>Buyer Id - Id de l'acheteur</b> cx004
<b>Telephone No. - N° de téléphone</b> (613) 998-8408 ( )	<b>FAX No. - N° de FAX</b> (613) 993-2581
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE Capital Square 222 Queen St., 8th floor OTTAWA Ontario K1P 5V9 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**

Communication Procurement Directorate/Direction de  
l'approvisionnement en communication  
360 Albert St. / 360, rue Albert  
12th Floor / 12ième étage  
Ottawa  
Ontario  
K1A 0S5

<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>

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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Requirement**

Cadets Canada has a requirement for the supply and delivery of 6 workstations (Classic Exhibits MOD-1133, or equivalent) and 6 cases (Classic Exhibits Euro LT Clamshell Case (LT-550) (MOD-550)), or equivalent, as detailed at Annex "A" Statement of Requirements, Annex "B" Pricing and List of Deliverables, and Annex "C" Delivery Locations and Quantities.

Cadets Canada has two optional requirements to replace the yellow Plex, or equivalent, wings of the workstations with Plex, or equivalent, wings with direct print graphics, and for 6 VESA monitor mounts with accompanying hardware. The optional requirements may only be exercised upon contract award and must be shipped with the original quantities.

### **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 will be provided in writing.

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## 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.

#### 1.1 Basis for Canada's Ownership of Intellectual Property

Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract(s) will belong to Canada, on the following grounds: where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

#### 1.2 SACC Manual Clauses

SACC Manual Clause B3000T (2006-06-16) Equivalent Products

### 2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) at the Bid Receiving Unit by the date, time and place as follows:

**Bids must be submitted by 2:00 pm Eastern Standard Time (EST) on March 6, 2013 to:**

Bid Receiving (HQ)  
Department of Public Works and Government Services  
Bid Receiving Unit  
Portage III, 0A1  
11 Laurier Street  
Gatineau, Quebec  
For couriers: J8X 4A6 For regular mail: K1A 0S5  
Telephone (819) 956-3370  
Fax No.: (819) 997-9776

### 3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority **no later than seven (7) calendar days** before the bid closing date. Enquiries received after that time may not be answered.

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

#### **4. Applicable Laws**

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

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

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## 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 and 1 soft copy on CD, DVD or USB key)**

**Section II: Financial Bid (2 hard copies and 1 soft copy on CD, DVD or USB key)**

**Section III: Certifications (2 hard copies)**

Bidders should clearly label all hard and soft copies of their bids with their firm's name and the solicitation number.

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.

All bids become the property of Canada and will not be returned to the bidders.

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.

The Bidder may submit more than one bid. If an alternate bid is submitted, it must be a physically separate document, clearly marked as an alternate bid. Each bid will be evaluated independently, without regard to the other bids submitted by the Bidder; as a result, every bid must be complete on its own. Even though material submitted in one bid will not be used to supplement another bid submitted by the same bidder, where inconsistencies are noted among multiple bids submitted by the same bidder, Canada may take those inconsistencies into account in evaluating the multiple bids. If the Bidder submits multiple bids and wishes to withdraw one or more of those bids, Canada may require that the Bidder withdraw either all its bids, or none of them.

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) (<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**

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

- (a) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.
- (b) **Pricing Tables including Embedded Formulae:** If the pricing tables provided to bidders include formulae or other programming, even though bidders must use these forms to submit their bids, PWGSC may re-enter the data from the Bidder's submitted form into a fresh form, if PWGSC is concerned that the formulae or other programming may no longer be intact or functioning properly.

### **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

#### M.1 Requirement and Equivalent Products

The Bidder must provide specifications and descriptive literature for each proposed product (***even if the Bidder is proposing the brands, makes and models as specified herein***) in accordance with the requirement described in Annex "A" Statement of Requirements, and in accordance with SACC Manual Clause B3000T (2006-06-16) Equivalent Products (reproduced below for convenience).

*Equivalent Products:*

1. *Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:*
  - a) *designates the brand name, model and/or part number of the substitute product;*
  - b) *states that the substitute product is fully interchangeable with the item specified;*
  - c) *provides complete specifications and descriptive literature for each substitute product;*
  - d) *provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and*
  - e) *clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.*
2. *Products offered as equivalent in form, fit, function and quality will not be considered if:*
  - a) *the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or*
  - b) *the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.*
3. *In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.*

If the Bidder proposes one or more products under the Equivalent Products article, Canada may, but will have no obligation to, request a sample of one or more of the product(s) proposed in order to determine whether the proposed product(s) meet the technical specifications identified at Annex "A" Statement of Requirements. The Bidder will have the number of days specified by Canada in its request to provide the required sample(s). Failure to provide a sample within the time allotted may result in the entire bid being declared non-responsive.

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If the Bidder fails to demonstrate in its technical proposal and/or through a sample provided (if requested by Canada) that a proposed product is equivalent (in accordance with SACC Manual Clause B3000T (2006-06-16) Equivalent Products, the entire bid will be declared non-responsive and will not be considered further.

**NOTE: The Bidder is not required to submit a sample of any product(s) proposed with the bid submission.**

## **M.2 Financial Proposal**

The Bidder must provide complete costing information strictly in accordance with Annex "B" Pricing and List of Deliverables. All line items, including line items for "Optional Goods and Services", in Annex "B" must be bid. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

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

## **1.2 Financial Evaluation**

### **1.2.1 Evaluation of Price**

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

### **1.2.2 Financial Evaluation Criteria**

The financial evaluation will be conducted by calculating the Total Bid Evaluation Value (including optional goods and services) using Annex "B" - Pricing and List of Deliverables, as completed by the Bidder.

## **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 Bid Evaluation Value (BEV) 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

- 1.1.1** 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](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html) 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

- 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;
- d)  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.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

## 2.2 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, 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**

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes ( ) No ( )

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

**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;

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- 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.

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**SIGNATURE**

---

**DATE**

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## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Statement of Requirements

The Contractor must provide the items detailed under the "Requirement" at Annex "A".

#### 2.1 Optional Goods and Services

- a) The Contractor grants to Canada the irrevocable option to acquire the goods and services identified as "Optional Goods and Services" as described at Annex "A" Requirement and Annex "B" Pricing and List of Deliverables, and as per Annex "C" Delivery Locations and Quantities of the Contract under the same terms and conditions and at the prices and/or rates stated in the Contractor's bid.
- b) The options may be exercised by the Contracting Authority only at the time of contract award.

### 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.

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

### 4. Term of Contract

#### 4.1 Delivery Date

- a) All the deliverables must be delivered on or before **March 29, 2013** to the delivery addresses specified in Annex "C" Delivery Locations and Quantities.
- b) Deliveries must be made in full quantities for each delivery site. Partial deliveries will not be accepted. Only one (1) invoice for all shipments is to be made which should include the name, address, and destination of shipments, quantities, description, as well as the date and name of the company. The Contractor should call the delivery contact for each location prior to any shipments.
- c) The Contractor must ensure the safe arrival of all deliverables at their final destination by using industry-standard packaging and shipping practices. Packing slips must accompany each shipment.

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All deliverables remain the responsibility of and at the risk of the Contractor until accepted by Canada in accordance with this Contract. The cost of replacing any units damaged in transit to the final destination is the Contractor's responsibility and units will not be considered delivered on the Delivery Date unless they are undamaged and ready for acceptance.

## **5. Authorities**

### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Rochelle York  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Communications Procurement Directorate  
360 Albert St., 12th Floor, #3  
Ottawa, ON K1A 0S5

Telephone: 613-998-8408  
Facsimile: 613-993-2581  
E-mail address: rochelle.york@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:

*The name and contact information will be provided in the resulting contract.*

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

### **5.3 Contractor's Representative**

*The name and contact information will be provided in the resulting contract.*

## **6. Payment**

### **6.1 Basis of Payment**

The Contractor will be paid in accordance with Annex "B" for Work performed pursuant to the Contract and subject to acceptance by the Project Authority.

## 6.2 Firm Unit Prices

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 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.

**Estimated HST:** \$ \_\_\_\_\_

**Total Estimated Cost (HST included):** \$ \_\_\_\_\_

## 6.3 Single Payment

SACC Manual Clause H1000C (2008-05-12) Single Payment

## 6.4 SACC Manual Clauses

SACC Manual Clause A9117C (2007-11-30) T1204 - Direct Request by Customer Department

## 7. Invoicing Instructions

1. The Contractor must submit an invoice in accordance with the section entitled "Invoice Submission" of the general conditions. An invoice cannot be submitted until all work identified in the invoice is completed;

2. The invoice must be distributed as follows:

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

*The name and contact information will be provided in the resulting contract.*

- ii. One (1) electronic copy must be forwarded to the Contracting Authority identified under article 5.1 at the same time the invoice is forwarded 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

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

## 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 general conditions 2010B (2012-11-19) General Conditions - Professional Services (Medium Complexity);
- c) the general conditions 2010A (2012-11-19) General Conditions - Goods (Medium Complexity);
- d) Annex A, Requirement;
- e) Annex B, Pricing and List of Deliverables;
- f) Annex C, Delivery Locations and Quantities;
- 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. Inspection and Acceptance

- a) 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.
- b) Since this contract contains Multiple Deliveries, this Article applies to each delivery.

## 13. SACC Manual Clauses

SACC Manual Clause B1000T (2007-11-30) Condition of Material  
SACC Manual Clause B7500C (2006-06-16) Excess Goods

## 14. Basis for Canada's Ownership of Intellectual Property

Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract(s) will belong to Canada, on the following grounds: where the material

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developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

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## ANNEX "A" REQUIREMENT

### A.1 Project Title

Production of workstations with Cadets.ca brand and accompanying cases.

### A.2 Background

Cadets Canada organizes over 60 events a year all across Canada. In order to well position the Cadets.ca brand, Cadets Canada requires the production of workstations with the Cadets.ca brand that will be featured at press conferences, exhibitions, events and/or celebrations.

### A.3 Objective

In order to ensure a common look and feel across Canada featuring the Cadets.ca brand, Cadets Programs requires visual material produced for each region across Canada. The material will be featured during announcements, exhibits, events and/or celebrations.

### A.4 Requirement

#### 1. Six (6) units of Classic Exhibits MOD-1133 Workstation, or equivalent:

- 52" W x 21" D x 95" H;
- Arched laminated canopy - Formica, or equivalent, in 845 Spectrum Red;
- Countertop - Formica, or equivalent, in 969 Navy Blue;
- Cabinet with locking door and shelf - Formica, or equivalent, in 845 Spectrum Red;
- Must accommodate monitors sized 19" - 26";
- Plex wings, or equivalent, in yellow with vinyl appliqué (Cadets Canada logo as production-ready artwork and instructions for placement to be provided by Project Authority after contract award. The Contractor must produce a mock-up for approval by the Project Authority within 5 days after contract award.);
- Minimum one-year guarantee on the exhibit hardware;
- Lighting, cable management system and monitors not required.

#### 2. Six (6) units of Classic Exhibits Euro LT Clamshell Case (LT-550) (MOD-550) with Jigging, or equivalent;

- Must include internal jigging for display components;
- Exterior dimensions - 26" W x 11" D x 56" H;
- Interior dimensions - 23.5" W x 10" D x 48" H;
- Weight - 34 lbs (empty);
- Dimensional weight - 80 lbs;
- Roto-molded clamshell case with straps and two wheels;
- Molded top handle;
- Side strap handle;
- Black;

- 
- Minimum one-year guarantee.

## A.5 Optional Goods and Services

In accordance with article 2.1 Optional Goods and Services of the contract and the specifications at A.4 Requirement, the Contractor grants to Canada the irrevocable option to acquire either of the following additional goods and services:

1. For the six (6) units of Classic Exhibits MOD-1133 Workstation, or equivalent, replace Plex wings, or equivalent, in yellow with Plex wings, or equivalent, with direct print graphics. Production-ready artwork to be provided by Project Authority after contract award. The Contractor must produce a mock-up for approval by the Project Authority within 5 days after contract award.
2. Six (6) VESA (Video Electronics Standards Association) monitor mounts with accompanying hardware. Must be compatible with Classic Exhibits MOD-1133 Workstation, or equivalent. Must support monitors sized 19" - 26".

Note: Optional goods and services will be determined at contract award, if applicable. Any optional goods and services exercised must be delivered as per Annex "C" Delivery Locations and Quantities, FOB destination.

## A.6 Shipping

- a) The Contractor must ensure the shipping of visual materials and cases to 6 different locations, FOB destination. See Annex "C" Delivery Locations and Quantities.
- b) Contact names and telephone numbers for the delivery recipients will be provided following contract award.

## A.7 Responsibilities of Cadets Organization

The Cadets Canada Project Authority will:

- a) provide guidance regarding design, including production-ready artwork;
- b) ensure proper approval process to meet printing and delivery deadline; and
- c) provide detailed shipping coordinates and contact names and telephone numbers to the Contractor.

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**ANNEX "B"**  
**PRICING AND LIST OF DELIVERABLES**

All prices must be quoted in Canadian dollars, GST/HST extra, FOB Destination.

The Bidder must provide firm unit prices for **each** line item in Table B.1 below.

**Table B.1**

Item Description	Qty	Unit Price (\$)	Total (\$)
<b>Requirements</b>			
Classic Exhibits MOD-1133 Workstation, or equivalent	6		
Classic Exhibits Euro LT Clamshell Case (LT-550) (MOD-550) with Jigging, or equivalent	6		
Shipping (as per Annex "C")	Lot Price	N/A	
<b>Subtotal</b>			
<b>Optional Goods and Services</b>			
Replace Plex wings, or equivalent, in yellow with Plex wings, or equivalent, with direct print graphics ( <b>incremental cost only</b> , including shipping as per Annex "C")	6		
VESA monitor mounts with accompanying hardware (including shipping as per Annex "C")	6		
<b>Subtotal</b>			
<b>Total Bid Evaluation Value (BEV), Including Optional Goods and Services, Excluding GST/HST</b>			

**NOTE: Canada has the irrevocable option, but not the obligation, to acquire the quantities above for the optional goods and services listed. Any optional quantities exercised will be authorized at the time of contract award.**

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**ANNEX "C"**  
**DELIVERY LOCATIONS AND QUANTITIES**

Region	Label/Shipping Address	Quantity	Quantity	Quantity	Quantity
		Classic Exhibits MOD-1133 Workstation, or equivalent	Classic Exhibits Euro LT Clamshell Case (LT-550) (MOD-550) with Jigging, or equivalent	Replace Plex wings, or equivalent, in yellow with Plex wings, or equivalent, with direct print graphics	VESA monitor mounts with accompanying hardware
Atlantic	Regional Cadet Support Unit (Atlantic) 12 Wing, Bldg 4 Lower Base, 2nd Floor, Room 270 RCSU Atlantic Shearwater NS B0J 3A0	1	1	1	1
Eastern	Bureau des affaires publiques Unité régionale de soutien aux Cadets (Est) 225, boul. du Séminaire S St-Jean sur Richelieu QC J3B 8E9	1	1	1	1
Central	RCSU Central (Supply) CFB Borden 146 Hangar Rd. (Hgr 5) Borden ON L0M 1C0	1	1	1	1
Prairie	Regional Cadet Support Unit (Prairie) 715 Whytewold Winnipeg MB R3J 3Y5	1	1	1	1
Pacific	Regional Cadet Support Unit (Pacific) 1058 Victoria View Road Suite 106 Canadian Forces Base Esquimalt Victoria BC V9A 7N2	1	1	1	1
National	DGRC PAO (Youth Programs) 222 Queen Street, 8th Floor Ottawa ON K1P 5V9	1	1	1	1
<b>GRAND TOTAL</b>		<b>6</b>	<b>6</b>	<b>6</b>	<b>6</b>

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**APPENDIX "1"  
EVALUATION GRIDS**

EVALUATION SUMMARY	
<b>MANDATORY REQUIREMENTS:</b>	<input type="checkbox"/> MET <input type="checkbox"/> NOT MET
<b>Mandatories Checked by:</b>	<b>Date:</b>
<b>Overall Comments:</b>	

Evaluation Criteria	Met	Not met
The bid is signed and bid submission requirements of Standard Instructions 2003 are met.		
The certifications in Part 5 - Subsection 1 - Mandatory Certifications Required Precedent to Contract Award have been provided upon bid submission.		
The certifications in Part 5 - Subsection 2 - Additional Certifications Precedent to Contract Award have been completed and signed (either upon or following bid submission).		
<b>Comments:</b>		

Evaluation Criteria	Met	Not met
<b>M.1 REQUIREMENT AND EQUIVALENT PRODUCTS</b>		
The Bidder must provide specifications and descriptive literature for each proposed product ( <i>even if the Bidder is proposing the brands, makes and models as specified herein</i> ) in accordance with the requirement described in Annex "A" Statement of Requirements, and in accordance with SACC Manual Clause B3000T (2006-06-16) Equivalent Products.		
<b>Workstations:</b>		
Make and model offered: _____		
Is product equivalent based on specifications provided: <input type="checkbox"/> YES <input type="checkbox"/> NO		
Is a sample required for evaluation: <input type="checkbox"/> YES <input type="checkbox"/> NO		
<b>Cases:</b>		
Make and model offered: _____		
Is product equivalent based on specifications provided: <input type="checkbox"/> YES <input type="checkbox"/> NO		

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Is a sample required for evaluation: <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>Replacement wings with direct print graphics:</b>
Product specifications: _____
Is product equivalent based on specifications provided: <input type="checkbox"/> YES <input type="checkbox"/> NO
Is a sample required for evaluation: <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>VESA monitor mounts and hardware:</b>
Product Specifications: _____
Is product equivalent based on specifications provided: <input type="checkbox"/> YES <input type="checkbox"/> NO
Is a sample required for evaluation: <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>Comments:</b>

Evaluation Criteria	Met	Not met
<b>M.2 FINANCIAL PROPOSAL</b>		
The Bidder <u>must</u> provide complete costing information strictly in accordance with Annex "B" Pricing and List of Deliverables. All line items, including line items for "Optional Goods and Services", in Annex "B" <u>must</u> be bid. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.		
<b>Comments:</b>		