

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

SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Defence Communications Division. (QD)
11 Laurier St./11, rue Laurier
Place du Portage, Phase III, 8C2
Gatineau, Québec K1A 0S5

Title - Sujet Quebec Two-way Radio Network	
Solicitation No. - N° de l'invitation K0A71-123436/B	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client K0A71-123436	Date 2013-12-13
GETS Reference No. - N° de référence de SEAG PW-\$\$QD-017-24170	
File No. - N° de dossier 017qd.K0A71-123436	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-01-17	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Anand, Ricky	Buyer Id - Id de l'acheteur 017qd
Telephone No. - N° de téléphone (819) 956-1075 ()	FAX No. - N° de FAX (819) 956-0636
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	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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This bid solicitation cancels and supersedes previous bid solicitation number K0A71-123436/A dated 8 February 2013.

PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with this bid solicitation.

2. Requirement

The requirement is detailed under Annex A - Statement of Work.

3. Debriefings

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 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Bidders must note that the subsections 4 and 5 of Section 01 Code of Conduct have been replaced by the following:

4. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA). These bidders must diligently maintain this list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid as well as during the period of any contract arising from this bid solicitation.
5. 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) 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. Submission of Bids

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

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

3. Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as

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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)

Section II: Financial Bid (3 hard copies)

Section III: Certifications (3 hard copies)

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) (<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 fiber 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.

2. 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 Engineering and Installation Work.

2.1 Canada requests that bidders submit their Technical bids as per the following:

In their technical bid, bidders must include a **completed Compliance Matrix - Annex C**, which explicitly addresses all the requirements of the Statement of Work (Annex A) on a paragraph-by-paragraph basis.

Bidders must use the Compliance Matrix (Annex C) provided with the RFP and insert responses in each applicable cell for each requirement listed under Annex A. The bidders must provide their responses in Column C, D, E and F for each item, as applicable.

The bidders must provide their responses in Annex C, Column D as applicable as per the following:

- i. A compliance statement ("Compliant" or "Non-compliant"). "Compliant" statement will be interpreted as meaning full agreement with the requirement, whereas a Non-complaint statement will be interpreted as meaning not in full agreement with the requirement and the proposal will be deemed non-responsive and not given any further consideration.
- ii. For mandatory requirements, statements such as "Read", "Comply with Intent", "Partial Compliance", "Noted" or the like will be considered as non-responsive; Paragraphs, elements and subparagraphs that convey information rather than a requirement must be marked with "Noted and Understood".
- iii. A description of the proposed equipment and services supported by substantive information (e.g. technical brochures, drawings, specifications, test reports) to demonstrate compliance with the requirements. References to Web sites are not acceptable. In Column E, as applicable, bidder should provide name, page number and exact location of the brochures, document or any other material submitted with the technical proposal to demonstrate compliance.

2.2 Hardware (Firm and Optional Quantities) - Mandatory Requirement

The bidder must provide an irrevocable option to purchase the optional quantities as identified in Annex A. Canada does not guarantee the optional quantities will be purchased, however, should Canada wish to purchase the optional quantities, the CA will provide a written notification to the Contractor within thirty six (36) months after the contract award.

2.3 Engineering and Installation Services - Mandatory Requirement

The bidder should submit with its bid a proposed plan to accomplish and deliver the work described in Annex A. The proposed plan is subject to Technical Authority's approval. Any minor changes required in the proposed design will be communicated to the Contractor by the Technical Authority (TA). However, the changes must be mutually agreed upon prior to commencement of the work. The agreed upon finalized design will be implemented.

No major design modifications will be permitted that may impact the original price proposal.

2.4 Access to a 2-way Radio Communication Network - Mandatory (Rated) Requirement

Providing access to a 2-way radio communication network for the entire term of the contract is a mandatory requirement. However, out of total 117 identified locations, at how many locations a bidder offers to provide coverage will be rated in order to establish Technical Merit Score for each responsive bid. In order to be deemed responsive, bidders must provide radio communication network coverage at minimum seventy (70) locations.

2.5 Ongoing Support Services - Mandatory Requirement

The following list is non-exhaustive, however, the bidder should address the following subject areas, at a minimum, in its plan:

- 2.5.1 Maintenance and Support for all supplied items including Network issues;
- 2.5.2 Identify all proprietary intellectual property included in the system;
- 2.5.3 A list of proprietary components;
- 2.5.4 A list of long-lead items

Section II: Financial Bid

Bidders must submit their financial bid utilizing Annex B - Basis of Payment. The total amount of applicable taxes and shipping should be shown separately.

Bidders must offer all Rated Requirements and propose competitive prices to achieve maximum technical merit score.

Bidders must submit pricing for the Hardware, Firm and Optional Quantities in Annex B - Basis of Payment IAW the requirement described in Annex A. The aggregated price of the Firm Quantities and the Optional Quantities will be evaluated as per the Bid Evaluation Criteria - Annex D.

Bidders must propose Hourly Labour Rates from Contract Award until 31 March 2017 in Annex B - Basis of Payment that will form the basis of payment for the Engineering and Installation work. The proposed rates will be subject to approval of PWGSC Cost Analysis department.

Bidders must provide monthly Network System Access Fee in Annex B - Basis of Payment. The aggregated fee from contract award until 31st March 2017 will form part of the evaluation to determine the pricing score. (See Annex D - Bid Evaluation Criteria).

Responsive bids will be evaluated for the aggregated proposed prices for the Hardware (Firm and Optional Quantities) and the System Access Fee.

1.1 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

- (a) Bidders must provide all goods and services sought by this RFP to be considered responsive. Bids offering partial goods and/or services will be rendered non-responsive.
- (b) Bidders must provide communication network coverage at minimum seventy (70) locations in order to be deemed responsive. Bids offering coverage below this mandatory threshold will be rendered non-responsive and eliminated from the evaluation process.
- (c) Certification as specified in Part 5 of this document.

1.2 Financial Evaluation

SACC Manual Clause A0220T (2013-04-25), Evaluation of Price

SACC Manual Clause A0222T (2013-04-25), Evaluation of Price

1.3 Special Notes to bidders

The contract is expected to be awarded at the end of January or beginning of February 2014. Should bidder choose to include monthly fee in their bids for January 2014 and the contract comes into place by February 2014, the bidder will be evaluated for the proposed aggregate Network Access Fee. However, the actual payment for that month will be prorated on the basis of number of days for the service provided. The labour rates will not be evaluated.

2. Basis of Selection

2. Basis of Selection

- 2.1. To be declared responsive, a proposal must:
 - (a) comply with all the requirements of the bid solicitation;
 - (b) meet all mandatory criteria; and
- 2.2 Bids not meeting (a) and (b) will be declared non-responsive.

- 2.3 The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price. The Network Coverage provided at number of locations represents 70%, whereas the aggregate of proposed Hardware price for the Firm & Optional Quantities plus Aggregate Network Access Fee for the contract period represents 30%.
- 2.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained by the bidder i.e. XX / 117 multiplied by the ratio of 70%. Total available points are based on number of designated locations in the SOW i.e. 117, however, one point will be allotted for each location providing communication network coverage.
- 2.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 2.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 2.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 117 and the lowest evaluated price is \$20,000.00.

BASIS OF SELECTION

Highest Combined Rating Technical Merit (70%) and Price (30%)

	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	110/117	80/117	100/117
Bid Evaluated Price	26,000	20,000	25,000
Technical Merit Score	$110/117 \times 70 = 65.80$	$80/117 \times 70 = 47.85$	$100/117 \times 70 = 59.82$
Pricing Score	$20,000/26,000 \times 30 = 23.07$	$20,000/20,000 \times 30 = 30.00$	$20,000/25,000 \times 30 = 24.00$
Combined Rating	88.87	77.85	83.82
Overall Rating	1st	3rd	2nd

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 that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's website](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

2. Additional Mandatory Certification of Network Coverage Service:

Bidders should submit, with its bid, the following certification duly completed and signed.

The Contracting Authority will allow five working days for bidders to provide the following certification in case the certification was not submitted with the bid. Bidders that will not provide the following certification will be eliminated from the evaluation process.

Certification:

(Insert company's name) certifies that all the information provided pertaining to communication network coverage service for the locations indicated in our bid is true and accurate.

Signed: _____

Dated: _____

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement applicable to this Contract.

2. Requirement

The requirement is outlined in Annex A - Statement of Work.

2.1 Option to Purchase Optional Quantities

The Contractor grants to Canada the option to purchase optional quantities of Hardware as specified in Annex A - Statement of Work within first thirty six (36) months after the contract Award. The Contractor agrees that, for the optional quantities, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may purchase optional quantities in whole or in part. Canada does not guarantee that optional quantities will be purchased.

Contracting Authority may exercise this option at any time by sending a written notice to the Contractor at least (30) thirty calendar days before the thirty six month period from contract award has expired.

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

2029 (2013-04-25), General Conditions - Goods or Services (Low Dollar Value), apply to and form part of the Contract.

3.2 Supplemental General Conditions

4005 (2012-07-16), apply to and form part of the Contract; and

4006 (2010-08-16), apply to and form part of the Contract.

4. Period of Contract

The period of Contract is defined as below:

Year 1: Contract Award to 31 March 2015
Year 2: 1 April 2015 to 31 March 2016

Year 3: 1 April 2016 to 31 March 2017

4.1 **Delivery Date**

All Hardware, Engineering & Installation Services and Configuration & Commissioning of the radios must be completed and delivered on or before March 31, 2014.

4.2 **Option to Extend Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one-year periods, under the same conditions:

Option Year 1: 01 April 2017 to 31 March 2018

Option Year 2: 01 April 2018 to 31 March 2019

The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment (BOP). Monthly Network Access fee will be negotiated and finalized before exercising the option years and the BOP will be updated accordingly.

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 for administrative purposes only, through a contract amendment.

5. **Authorities**

5.1 **Contracting Authority**

The Contracting Authority for the Contract is:

Name: **Ricky Anand**

Public Works and Government Services Canada

Acquisitions Branch

Directorate: DMPS

Address: 11, Rue Laurier, Gatineau, Québec K1A 0S5

Telephone: 819-956-1075

Facsimile: 819-956-0636

E-mail address: Ricky.Anand@pwgsc.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 **Requisitioning Authority**

The Requisitioning Authority for the Contract is:

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CCC No./N° CCC - FMS No/ N° VME

Name:

Title:

Organization: Environment Canada

Address: 351 St. Joseph Blvd, Gatineau, QC K1A 0H3

Telephone : 819-

Facsimile: 819-

E-mail address:

The Requisitioning Authority is a representative of the department or agency for whom the Work is being carried out under the Contract. The Requisitioning Authority is responsible for the department's contract and financial management and the implementation of tools and processes required for the administration of the Contract, such as Task Authorizations.

The Contractor may discuss administrative matters identified in the Contract with the Requisitioning Authority, however the Requisitioning 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 Technical Authority

The Technical Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

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

5.4 Contractor's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

6. Payment

6.1 Basis of Payment

Upon satisfactorily delivering the goods and services, the Contractor will be paid in accordance with Annex B - Basis of Payment.

6.2 Limitation of Price

C6000C (2011-05-16) Limitation of Price

6.3 Payment Clause

H1001C (2008-05-12) Multiple Payments

The Contractor will be paid monthly network access fee on quarterly basis.

6.4 SACC Manual Clauses

C2000C (2007-11-30) Taxes - Foreign Based Contractor
C2605C (2008-05-12) Canadian Customs Duties and Sales Tax - Foreign-based Contractor

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. The Contractor must submit invoices for the Monthly Network Access Fee on quarterly basis as per below:
 - 1st quarter: April 1 to June 30
 - 2nd quarter: July 1 to September 30
 - 3rd quarter: October 1 to December 31
 - 4th quarter: January 1 To March 31
3. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the following address for certification and payment.

Environment Canada

200 Sacre-Coeur St - 13th Floor
Gatineau, Quebec K1A 0H3
Canada

Attn: Pascale Plouffe
Chief Enforcement Officer
Enforcement Services

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

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 documentation or if it is determined that any certification made by the Contractor related 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 _____. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable*)

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) Annex B - Basis of Payment
- (c) the general conditions 2029 (2013-04-25) - Goods or Services;
- (d) Annex A - Statement of Work;
- (d) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s)*)

11. SACC Manual Clauses

B7500C

(2006-06-16)

Excess Goods