

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

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

1550 D'Estimauville Avenue
1550, Avenue d'Estimauville
Québec
Québec
G1J 0C7

FAX pour soumissions: (418) 648-2209

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

Title - Sujet Scan Services	
Solicitation No. - N° de l'invitation W0138-13OC49/A	Date 2014-01-02
Client Reference No. - N° de référence du client W0138-13OC49	
GETS Reference No. - N° de référence de SEAG PW-\$BAL-001-15776	
File No. - N° de dossier BAP-3-36231 (001)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-01-21	Time Zone Fuseau horaire Heure Normale du l'Est HNE
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Tremblay, Marial	Buyer Id - Id de l'acheteur bal001
Telephone No. - N° de téléphone (418) 677-4000 (4159)	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Ministère de la Défense nationale (MDN) / Department of National Defence (DND) 3e Escadre Bagotville / 3 Wing Bagotville Alouette (Québec) G0V 1A0	

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

TPSGC/PWGSC
BFC Bagotville, CP 380
CFB Bagotville, PO Box 380
Bâtiment 71, local 115
Building 71, Room 115
Alouette
Québec
G0V1A0

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

SCAN SERVICES

DEPARTMENT OF NATIONAL DEFENCE (DND)

3 WING BAGOTVILLE, ALOUETTE, QUEBEC, GOV 1A0

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION 4

 1.1 Security Requirement 4

 1.2 Statement of Work 4

 1.3 Debriefings 4

PART 2 - BIDDER INSTRUCTIONS 5

 2.1 Standard Instructions, Clauses and Conditions 5

 2.2 Submission of Bids 5

 2.3 Former Public Servant - Competitive Requirements 6

 2.4 Enquiries - Bid Solicitation 8

 2.5 Applicable Laws 8

PART 3 - BID PREPARATION INSTRUCTIONS 9

 3.1 Bid Preparation Instructions 9

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION 10

 4.1 Evaluation Procedures 10

 4.1.1 Technical Evaluation 10

 4.1.1.1 Mandatory Technical Criteria 10

 4.1.2 Financial Evaluation 11

 4.2 Basis of Selection - Mandatory Technical Criteria 11

PART 5 - CERTIFICATIONS 12

 5.1 Mandatory Certifications Required Precedent to Contract Award 12

 5.1.1 Code of Conduct and Certifications - Related documentation 12

 5.1.2 Federal Contractors Program for Employment Equity - Bid Certification ... 12

 5.2 Additional Certifications Precedent to Contract Award 13

 5.2.1 Canadian Content Certification 13

 5.2.1.1 Canadian Content Definition 13

PART 6 - RESULTING CONTRACT CLAUSES 14

6.1 Security Requirement 14

6.2 Statement of Work 14

6.3 Standard Clauses and Conditions 14

 6.3.1 General Conditions 14

6.4 Term of Contract 14

 6.4.1 Period of the Contract 14

6.5 Authorities 15

 6.5.1 Contracting Authority 15

 6.5.2 Technical Authority 15

 6.5.3 Contractor's Representatives 16

6.6 Payment 16

 6.6.1 Basis of Payment - Limitation of Expenditure 16

 6.6.2 Limitation of Expenditure 16

 6.6.3 SACC Manual Clauses 17

6.7 Invoicing Instructions 17

6.8 Certifications 17

 6.8.1 Compliance 17

 6.8.1.1 Canadian Content Certification 18

6.9 Applicable Laws 18

6.10 Priority of Documents 18

6.11 SACC Manual Clauses 18

6.12 Non-disclosure Agreement 19

ANNEX " A " - STATEMENT OF WORK 20

 A.1 Statement of Work 20

ANNEX " B " - BASIS OF PAYMENT 21

 B.1 Basis of Payment 21

ANNEX " C " - PRESENTATION OF YOUR BID 22

PART 1 - GENERAL INFORMATION

1.1 Security Requirement

There is no security requirement associated with the requirement.

1.2 Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

1.3 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

PART 2 - BIDDER INSTRUCTIONS

2.1 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.

2.2 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.

Your proposal can be transmitted by fax to # 418-648-2209 or by mail to the following address:

→ Bid Receiving Unit
Public Works and Government Services Canada (PWGSC)
1550 D'Estimauville Avenue
Quebec City, Quebec, Canada, G1J 0C7

2.3 Former Public Servant - Competitive Requirements

Contracts awarded to 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 awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required 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 with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

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 Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment 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 Applicable Taxes.

2.4 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.

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.

2.5 Applicable Laws

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

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

3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Financial Bid (1 hard copy)

Section II: 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 corresponding to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (

<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, bidders are encouraged to:

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

Section I: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

Section II: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. Bidders must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Mandatory Technical Criteria	
(1)	<p>Bidders must have successfully completed at least one project of a similar scope and in the same field as required herein.</p> <ul style="list-style-type: none"> • <u>Similar scope means</u>: one or more than one project (s) to scan a total of 80,000 sheets or more, and, within a period of 2 consecutive months or less (example: 1 project of 80,000 sheets or 4 projects of 20,000 sheets scanned during the period from October to November 2013). • <u>Same field means</u>: scan services. <p>➔ In order to demonstrate that the company has the necessary qualifications, bidders must provide a list of relevant projects completed within a period of 2 consecutive months; project list which must include:</p> <ul style="list-style-type: none"> (i) a short description of each project, (ii) the number of sheets scanned and the period to perform the work (start date and end date <year, month, day>), (iii) and the contact information of the client for whom the work was done; contact information which should include the client's name, address, contact person, telephone, and email.

	<p>The information may be verified with the client to check and certify the accuracy of the information.</p> <p>If the client is not available or the information contained in the list do not match the above requirements, the bid will be declared non-responsive.</p> <p>Canada will evaluate only the documentation provided with a bidder's bid.</p>
(2)	<p>Bidders must be able to scan the 100,000 sheets of this project within a maximum period of eight (8) weeks after the contract award.</p> <p>Any bid stating a contract time of more than eight time (8) weeks, will be declared non-responsive.</p> <p>➔ Although the contract time is required within a maximum period of eight (8) weeks after contract award, the best contract time that can be offered after the award of the contract is: _____ weeks</p>

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection - Mandatory Technical Criteria

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

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

5.1 Mandatory Certifications Required Precedent to Contract Award

5.1.1 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.

5.1.2 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" 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

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" list at the time of contract award.

5.2 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.

5.2.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

- () the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

5.2.1.1 Canadian Content Definition

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

PART 6 - RESULTING CONTRACT CLAUSES

Numbering will be revised at contract award.

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirement

There is no security requirement associated with the requirement.

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

6.3 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.

6.3.1 General Conditions

2010C (2013-06-27), General Conditions - Medium Complexity - Services, apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31st, 2014 inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is: Marial Tremblay - Supply Specialist

- Telephone: (418) 677-4000, Ext.: 4159
- Facsimile: (418) 677-3288
- E-mail address: marial.tremblay@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.

6.5.2 Technical Authority

The Technical Authority for DND is:

(to be completed at contract award by PWGSC)

Name:

Address:

Tel.:

Fax:

E-mail:

The Technical 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 related to 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.

6.5.3 Contractor's Representatives

Name and telephone number of the person responsible for :

(a) Contract Manager:

Name: _____

Title: _____

Telephone No.: _____

Facsimile No.: _____

E-mail Address: _____

(b) Service follow-up:

Name: _____

Title: _____

Telephone No.: _____

Facsimile No.: _____

E-mail Address: _____

6.6 Payment

6.6.1 Basis of Payment - Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex "B", to a limitation of expenditure of \$_____ (PWGSC will insert the amount at contract award). Customs duties are included, and Applicable Taxes are extra.

6.6.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (PWGSC will insert the amount at contract award). Customs duties are included, and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority.

The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
 - (b) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.6.3 SACC Manual Clauses

Number	Date	Title
A9117C	2007-11-30	T1204 - Direct Request by Customer Department
C2000C	2007-11-30	Taxes - Foreign-based Contractor
H1008C	2008-05-12	Monthly Payment

6.7 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 address shown on page 1 of the Contract for certification and payment.

6.8 Certifications

6.8.1 Compliance

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire contract period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.8.1.1 Canadian Content Certification

SACC Manual Clause A3060C (2008-05-12), Canadian Content Certification.

6.9 Applicable Laws

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

6.10 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) 2010C (2013-06-27), General Conditions - Services (Medium Complexity);
- (c) Annex "A" - Statement of Work;
- (d) Annex "B" - Basis of Payment; and
- (e) the Contractor's bid dated _____ (to be completed at contract award by PWGSC).

6.11 SACC Manual Clauses

Number	Date	Title
A9006C	2012-07-16	Defence Contract
A9062C	2011-05-16	Canadian Forces Site Regulations
G1005C	2008-05-12	Insurance

6.12 Non-disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement below, and provide it to the Technical Authority before they are given access to information by or on behalf of Canada in connection with the Work.

Non-Disclosure Agreement

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. _____ between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: _____

Signature

Date

Solicitation No. - N° de l'invitation

W0138-13OC49/A

Amd. No. - N° de la modif.

File No. - N° du dossier

BAP-3-36231

Buyer ID - Id de l'acheteur

ba1001

CCC No./N° CCC - FMS No/ N° VME

W0138-13OC49

ANNEX " A " - STATEMENT OF WORK

A.1 Statement of Work

The Statement of work attached hereto is to be inserted at this point and form part of this document.

Solicitation No. - N° de l'invitation

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Buyer ID - Id de l'acheteur

ba1001

CCC No./N° CCC - FMS No/ N° VME

W0138-13OC49

ANNEX " B " - BASIS OF PAYMENT

B.1 Basis of Payment

The Basis of payment attached hereto is to be inserted at this point and form part of this document.

ANNEX " C " - PRESENTATION OF YOUR BID

Below is a checklist of the contents of your bid. This list is not an exhaustive list, it remains the Bidder's responsibility to prepare its bid in accordance with the instructions contained in the Request For Proposal and provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the Request For Proposal.

Page 1	Bidders should include with their bid, the first sheet of this Request For Proposal properly completed and signed. Refer to 2003 Standard Instructions mentioned in clause 2.1 Standard Instructions, Clauses and Conditions .
Page 5	Bidders must submit their bid only to the address indicated in clause 2.2 Submission of Bids .
Pages 6 and 7	Bidders should submit with their bid, clause 2.3 Former Public Servant properly completed.
Pages 10 and 11	Bids of Bidders must meet the mandatory technical criteria described in clause 4.1.1.1 Mandatory Technical Criteria .
Page 12	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. Refer to clause 5.1.1 Code of Conduct and Certifications - Related documentation .
Page 13	Bidders should submit with their bid, clause 5.2.1 Canadian content Certification properly completed.
Page 16	Bidders should submit with their bid, clause 6.5.3 Contractor's Representatives properly completed.
Annex "B"	Bidders must include with their bid, Annex "B" duly completed.