

**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> HANDHELD GLOBAL POSITIONING SATELL.	
<b>Solicitation No. - N° de l'invitation</b> W8484-148078/B	<b>Date</b> 2014-02-21
<b>Client Reference No. - N° de référence du client</b> W8484-148078	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$QF-106-24342	
<b>File No. - N° de dossier</b> 106qf.W8484-148078	<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 2014-03-10</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> Mastantuono, Ricardo	<b>Buyer Id - Id de l'acheteur</b> 106qf
<b>Telephone No. - N° de téléphone</b> (819) 956-5771 ( )	<b>FAX No. - N° de FAX</b> (819) 956-5660
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. VCDS / D CDTS & JCR OTTAWA Ontario K1A0K2 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**

Electronics, Simulators and Defence Systems Div.  
/Division des systèmes électroniques et des systèmes de  
simulation et de défense  
11 Laurier St. / 11, rue Laurier  
8C2, Place du Portage  
Gatineau  
Québec  
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. Reissue of Bid Solicitation**

This bid solicitation cancels and supersedes previous bid solicitation number W8484-148078/A dated January 21, 2014 with a closing of February 6, 2014 at 2:00 pm EST. A debriefing or feedback session will be provided upon request to Bidders who bid on the previous solicitation.

## **2. Security Requirement**

There is no security requirement associated with the requirement.

## **3. Requirements**

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

## **4. Debriefings**

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## **5. 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.

## **6. Substitute Products - Samples (Department of National Defence)**

If the Bidder offers a substitute product, Canada reserves the right to request a sample from the Bidder in order to determine its equivalency in form, fit, function, quality and performance to the item specified in the bid solicitation.

The Bidder must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within five (5) calendar days from the date of request. The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirements of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive.

## **PART 2 - BIDDER INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

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All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

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

The 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

**Delete:** sixty (60) days  
**Insert:** one hundred and twenty (120) days

## 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 two (2) 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 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.

### **PART 3 - BID PREPARATION INSTRUCTIONS**

#### **1. Bid Preparation Instructions**

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

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Section I: Technical Bid (1 Master copy and 3 hard copies)

Section II Financial Bid (1 Master copy and 1 hard copy)

Section III: Certifications (1 Master copy and 1 hard copy)

If there is a discrepancy between the wording of the hard copy and the Master copy, the wording of the Master copy will have priority over the wording of the hard copy.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

1.1 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.

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

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

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

## **Section I: Technical Bid**

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to

facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

## Section I: Financial Bid

Bidders must submit their financial bid **in accordance with the Pricing Tables in Schedule 1**. The total amount of Goods and Services Tax (GST), Quebec Sales Tax (QST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

The **requirement does not provide for exchange rate fluctuation protection**. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

Bidders shall indicate the currency being used in their proposal. **Should the currency not be indicated, it will be assumed that it is Canadian.** Please refer to Part 4, Article 1.2, of the solicitation for Canadian dollar conversion rules.

Bidders shall complete the Pricing Tables in Schedule 1 as follows:

(i) Requirement:

Item # 1: Bidders shall provide a **Firm Unit Price and an Extended Price** for all 500 Global Positioning Handheld Tracking Units, **DDP (Delivered Duty Paid) Incoterms 2010**, GST/QST/HST extra, as applicable.

(ii) Optional Goods:

Item # 2: Bidders shall provide a **Firm Unit Price and an Extended Price** for up to an additional 500 Global Positioning Handheld Tracking Units, **DDP (Delivered Duty Paid) Incoterms 2010**, GST/QST/HST extra, as applicable.

## Section III: Certifications & Other Requirements

The Bidder's proposal shall include:

- (a) Page 1 of this solicitation (Request For Proposal) document must be signed and dated by an authorized representative of the Bidder in the space provided to certify that their bid complies with all the terms and conditions of the solicitation (including the resulting Contract clauses) and that they agree to perform and/or provide all of the Work identified in the Solicitation.
- (b) All clauses or sections with a fill-in blank or which are to be signed, are to be completed and returned as part of the proposal.
- (c) 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.

- (c) The evaluation team will determine first if there are three (3) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

## 1.1 Technical Evaluation

### 1.1.1 Mandatory Technical Evaluation Criteria

Bidders offering an equivalent product will be assessed in accordance with the Mandatory Technical Evaluation Criteria found in Annex A, Appendix 2. The Garmin eTrex 30 product will not require evaluation.

## 1.2 Financial Evaluation

The price of the bid, *including Optional Goods*, will be evaluated in Canadian dollars, **DDP (Delivered Duty Paid) Incoterms 2010**, GST/QST/HST extra, as applicable.

For evaluation purposes, Canada shall convert bids made in foreign (non-Canadian) currency using the noon rate posted by the Bank of Canada (<http://www.bankofcanada.ca/en/rates/exchform.html>) in effect on the bid closing date.

## 2. Basis of Selection

1. To be declared responsive, a bid must:
  - A. comply with all the requirements of the bid solicitation; and
  - B. meet all mandatory technical evaluation criteria to be declared responsive.
2. Bids not meeting (a) and (b) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## 3. Security Requirement

There is no security requirement associated with the requirement.

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## **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.

**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.

\_\_\_\_\_  
Signature of Bidder's Authorized Representative

\_\_\_\_\_  
Name of Bidder's Authorized Representative

\_\_\_\_\_  
Date

**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](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.

\_\_\_\_\_  
Signature of Bidder's Authorized Representative

\_\_\_\_\_  
Name of Bidder's Authorized Representative

\_\_\_\_\_  
Date

**2. Additional Certifications Precedent to Contract Award**

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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 Canadian Content**

### **2.1.1 Definition**

1. Canadian good: A good wholly manufactured or originating in Canada is considered a Canadian good. A product containing imported components may also be considered Canadian for the purpose of this policy when it has undergone sufficient change in Canada, in a manner that satisfies the definition specified under the North American Free Trade Agreement (NAFTA) Rules of Origin. For the purposes of this determination, the reference in the NAFTA Rules of Origin to "territory", is to be replaced with "Canada". (Consult Annex 3.6(9) of the Supply Manual.)

For photocopiers, computers and office equipment within Federal Supply Classification (FSC) groups 36, 70 and 74, see paragraph 6.(a)).

2. Canadian service: A service provided by an individual based in Canada is considered a Canadian service. Where a requirement consists of only one service, which is being provided by more than one individual, the service will be considered Canadian if a minimum of 80 percent of the total bid price for the service is provided by individuals based in Canada.
3. Variety of goods: When requirements consist of more than one good, one of the two methods below is applied:
  - A. aggregate evaluation: no less than 80 percent of the total bid price must consist of Canadian goods; or,
  - B. item by item evaluation: in some cases, the bid evaluation may be conducted on an item-by-item basis and contracts may be awarded to more than one supplier. In these cases, suppliers will be asked to identify separately each item that meets the definition of Canadian goods.
4. Variety of services: For requirements consisting of more than one service, a minimum of 80 percent of the total bid price must be provided by individuals based in Canada.

5. Mix of goods and services: When requirements consist of a mix of goods and services, no less than 80 percent of the total bid price must consist of Canadian goods and services (as defined above).  
 For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual.

6. Other Canadian goods and services:

A. For photocopiers, computers and office equipment within FSC groups 36, 70 and 74, only the products of the following firms are considered Canadian goods:

- I. MERIT Partner under the MERIT Partnership Program  
 (administered by Industry Canada [IC] and Public Works and  
 Government Services Canada [PWGSC]);
- II. Companies which, on March 31, 1992, were allocated to Priority  
 Group 1 under the Priority Groups Policy in effect at that time; or
- III. CIRCLE Canada companies as agreed on by IC and PWGSC.

B. Textiles: Textiles are considered to be Canadian goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.

**2.1.2 Certification**

This procurement is limited to Canadian goods.  
 The Bidder certifies that:

( ) the good(s) offered are Canadian goods as defined in paragraph 2.1.1.1 above.

\_\_\_\_\_  
 Signature of Bidder's Authorized Representative

\_\_\_\_\_  
 Name of Bidder's Authorized Representative

\_\_\_\_\_  
 Date

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

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Requirement**

The Contractor must provide the items detailed under the "Requirement" and "Optional Goods" at Schedule 1, Pricing Tables.

### **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

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

### 3.1 General Conditions

**2010A (2013-04-25), General Conditions - Goods (Medium Complexity)**, apply to and form part of the Contract.

## 4. Term of Contract

### 4.1 Delivery Date

#### 4.1.1 Item # 1 - Requirement (500 Global Positioning Handheld Tracking Units)

All the deliverables must be received by 31 March 2014.

#### 4.1.2 Item # 2 - Optional Goods (up to an additional 500 Global Positioning Handheld Tracking Units)

To be negotiated at time of invoking the options.

### 4.2 Optional Goods

The Contractor grants to Canada the irrevocable option to acquire the goods described under "Optional Goods" in Schedule 1, Pricing Tables, of the Contract under the same conditions and at the prices stated in the Contract. The options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option within twenty four (24) Months After Contract Award by sending a written notice to the Contractor.

## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

*Ricardo Mastantuono*  
Supply Team Leader

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PWGSC - Acquisitions Branch  
Electronics, Munitions and Tactical  
Systems Procurement Directorate  
Portage III 8C2 - 11 Laurier Street  
Tel.: 819-956-5771  
Facs.: 819-956-5650  
E-mail: Ricardo.Mastantuono@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:

\*\*\* TBA \*\*\*

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 Requisition Authority

The Requisition Authority for the Contract is:

\*\*\* TBA \*\*\*

The Requisition Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Requisition Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Requisition Authority however the Requisition

Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

#### 5.4 Contractor's Representative (*To be filled in by bidder in bid submission*)

Name and contact information of the person(s) responsible for the following:

##### General Inquiries:

Name: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

##### Delivery Inquiries:

Name: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

## 6. Payment

### 6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid **Firm Unit Prices**, as specified in Schedule 1, Price Tables, for a cost of **\$ TBD (*to be inserted at Contract Award*), DDP (*Delivered Duty Paid*) Incoterms 2010**, GST/QST/HST extra, as applicable.

### 6.2 Limitation of Price

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### 6.3 Method of Payment

#### 6.3.1 Multiple Payments

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Canada will pay the Contractor **upon completion and delivery of units** in accordance with the payment provisions of the Contract if:

- A. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- B. all such documents have been verified by Canada; and
- C. the Work delivered has been accepted by Canada.

#### **6.4 Taxes - Foreign-based Contractor**

*For all Foreign (non-Canadian) Bidders:*

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

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

#### **6.5 Duties and Taxes - Foreign-based Contractor - State of California**

*For US Bidders located in the State of California:*

The Contractor must inform the Contracting Authority of all customs duties and of all sales, consumption, use, excise, personal property or any other taxes the Contractor proposes to pay or not to pay. The Contractor must carry out any instructions the Contracting Authority may give in respect of payment or non-payment of these taxes.

### **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.

### 1.1 Each invoice must be supported by:

- A. Copy of the release document, if any, and any other documents as specified in the Contract.

### 1.2 The invoice must contain the following additional information:

- A. Contract/purchase order serial #;
- B. Client Reference Number (CRN); and
- C. The Contractor's Vendor Code.

### 2. Invoices must be distributed as follows:

- A. The original and one (1) copy must be forwarded to the Requisition Authority identified under the section entitled "Authorities" of the Contract for certification and payment.
- 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. Delivery, Quality, Inspection and Acceptance

### 8.1 Preparation for Delivery

The Contractor must prepare Item Numbers 1 and (when invoked) 2 for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.

Each Global Positioning Handheld Tracking Unit must be individually packaged in a box. Each individual box is then to subsequently be placed into a larger box in quantities of 25 units per larger box. Individual package must include the following:

- A. Bilingual packaging and instructions (French and English);
- B. Base map;
- C. Map Source Trip & Waypoint Manager;
- D. USB Cable; and
- E. Quick reference guide.

### 8.2 Shipping Instructions - Delivery at Destination

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

- A. **Delivered Duty Paid (DDP) Incoterms 2010** for shipments from a commercial contractor.

For more information with respect to Deliver Points and Quantities, please refer to Annex A, SOW, Section 5.

### **8.3 ISO 9001:2008 Quality Management Systems - Requirements (Quality Assurance Code C)**

The Contractor is responsible for implementing a quality system appropriate to the scope of the work to be performed. It is recommended that the quality system be based on ISO 9001:2008 "Quality management systems - Requirements."

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the materiel or services provided conform to the drawings, specifications and the requirements of the contract. The Contractor must keep accurate and complete inspection records which must, upon request, be made available to the authorized Department of National Defence (DND) representative, who may make copies and take extracts during the performance of the Contract and for a period of one (1) year after the completion of the Contract.

Despite the above, all materiel is subject to verification and acceptance by DND at destination. The authorized DND representative at destination may either be the consignee(s), the Project Authority, or the Quality Assurance Authority.

### **8.4 Wood Packaging Materials**

All wood packaging materials used in international shipping must conform to the *Guidelines for Regulating Wood Packaging Material in International Trade - ISPM 15 (International Standards for Phytosanitary Measures)*

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

*D-98-08 - Entry Requirements for Wood Packaging Materials Produced in All Areas Other Than the Continental United States*

*D-01-05 - The Canadian Wood Packaging Certification Program (CWPCP)*

### **8.5 Palletization**

1. For all shipments exceeding 0.566 m<sup>3</sup> or 15.88 kg (20 ft<sup>3</sup> or 35 lbs), except for those shipped by courier, the following applies:

- 
- A. The Contractor must strap, and if necessary wrap, shipments on standard 1.22 m x 1.02 m (48 in. x 40 in.) wood pallets. The four-way forklift entry pallet must be supplied at no charge to Department of National Defence. Total height, including pallet, must not exceed 1.19 m (47 in.). The pallet load must not extend further than 2.54 cm (1 in.) from any edge of the pallet.
  - B. The Contractor must group items by stock number (on the same pallet) within consolidated shipments. Pallet loads composed of more than one stock number must be marked as "Mixed Items".
  - C. Individual items exceeding 1.22 m (48 in.) in length or 453.6 kg (1000 lbs) must be secured to larger pallets or must have 10.16 cm x 10.16 cm (4 in. x 4 in.) skids securely fastened to the bottom of the item. Skids must be separated by a minimum of 71.12 cm (28 in.).
2. Any exception requires the prior approval of the Contracting Authority.

## **8.6 Incomplete Assemblies**

The Contractor must not ship incomplete assemblies unless the authorization for such shipment has been obtained before from the Contracting Authority.

## **8.7 Excess Goods**

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

## **9. Certifications**

### **9.1 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 term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or

unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 10. 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 Ontario**.

## 11. 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) these Articles of Agreement, including Annex Schedule 1, Pricing Tables;
- (b) **2010A (2013-04-25), General Conditions - Goods (Medium Complexity); and**
- (c) Annex A - SOW, and its related Appendices.

## 12. Defence Contract

The Contract is a defence contract within the meaning of the Defence Production Act, R.S.C. 1985, c. D-1, and must be governed accordingly.

Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the Defence Production Act.

## 13. Priority Rating

### 13.1 Canadian-based Contractors

1. The Contract concerns a Canadian defence requirement and therefore is eligible to be assigned a "U.S. Priority Rating" for any materials/services imported from the United States which may be required in the performance of the Work. Accordingly, the Contractor must:
  - A. make an application to the Defence Priorities and Allocations Officer, Public Works and Government Services Canada (PWGSC), either by e-mail at: ACQB Defence Priorities - DGA Priorités dedéfense ; or by facsimile: 819-956-1459; and

- 
- B. include this clause in subcontracts with Canadian-based contractors, and quote the PWGSC Contract Number indicated in the Contract.
2. Failure to comply with the above may impact on the Contractor's delivery commitments. Therefore, the Contractor is responsible for any breach of the Contract that arises from such a failure.

### **13.2 US-based Contractors**

Canada is a participant in the United States Defense Priorities and Allocations System and this defence contract is eligible for a priority rating. The Defence Priorities and Allocations Officer, Public Works and Government Services Canada, must advise the Contractor as to the appropriate priority rating within sixty (60) days of the date of the Contract.

### **14. 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.

### Schedule 1 - Pricing Tables

Should a discrepancy exist between the Firm Unit Prices and Extended Prices, **the Firm Unit Pricing shall govern.**

1. Requirement [(500) Global Positioning Handheld Tracking Units]

Item N°	Item Description	Qty.	Firm Unit Price	Ext. Price
1	<i>Global Positioning Handheld Tracking Units as per Annex A, SOW.</i>	500		

2. Optional Goods [up to an additional (500) Global Positioning Handheld Tracking Units]

Item N°	Item Description	Qty.	Firm Unit Price	Ext. Price
2	<i>Global Positioning Handheld Tracking Units as per Annex A, SOW.</i>	Up to 500		

3. Currency

Firm Unit prices and Extended Price are expressed in the following currency: \_\_\_\_\_.

## **ANNEX A - SOW**

### **1. TITLE**

#### **Director - Cadets and Junior Canadian Rangers Global Positioning Handheld Tracking Units**

### **1. REQUIREMENT**

A requirement exists for the Department of National Defence (DND), Director - Cadets & Junior Canadian Rangers (D Cdts & JCR) to have a method of procurement in place that will allow the procurement of Global Positioning System (GPS) units. These GPS units will be used by Royal Canadian Air Cadets (RCAC) to supplement their orienteering and topographic map training.

### **2. BACKGROUND**

The use of GPS technology is an important part of the training curriculum delivered to the Air Cadets. Various performance objectives require the use of GPS receivers for the conduct of training, especially in Survival, map and Compass and aerospace related activities. These activities are either conducted locally or during weekend exercises (several days). Weather conditions could be less than optimal during usage. Some activities will be conducted at CSTC during the summer period.

### **4. OBJECTIVE**

The objective of this Statement of Work (SOW) is to procure a minimum of 500 hand held GPS units (Garmin etrex 30 or equivalent), with an option to procure an up to an additional 500 units over the next 24 months, at the discretion of the Crown.

## 5. DELIVERY POINTS

With respect to the initial 500, the Contractor must deliver the GPS units to the following addresses:

<b><u>SHIPPING ADDRESS &amp; POINT of CONTACT</u></b>	<b><u>QUANTITIES</u></b>
<b><u>RCSU Atlantic</u></b> RCSU(A) HQ 12 Wing Shearwater Lower Base, bldg4 Shearwater, Nova Scotia, B0J 3A0 Attn: MWO Moore/Sgt Shortall 902-720-1758 /1318	87
<b><u>RCSU Central</u></b> RCSU(C) HQ 146 Hangar Road, 5 Hangar CFB Borden Borden Ontario, L0M 1C0 Attn: WO Kellar/Sgt Hillier 705-424-1200 Ext 7184/7056	130
<b><u>URSC Est</u></b> Unité régional de soutien aux cadets - Est 225 boul des Séminaires Sud Saint-Jean-sur-Richelieu, QC, J3B 8E9 Attn: Capt B. Proulx 450-358-7099 Ext 7896	107
<b><u>RCSU Pacific</u></b> RCSU(P) HQ 1055 Victoria View Road Victoria, British Columbia, V9A 6T7 Attn: WO Hobor 250-363-0906	60
<b><u>CGS Winnipeg</u></b> RCSU Prairie Detachment Winnipeg Cadet Supply 715 Wihuri Road Bldg 52 - West Side Loading Ramp Winnipeg Manitoba, R3J 3Y5	112

Att: MWO Burt Quinlan 204-833-2500 Ext 6104

**Director – Cadets and Junior Canadian Rangers**

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National Defence Headquarters

MGen Pearkes Building

101 Colonel By Drive,

Ottawa, Ontario, K1A 0K2

Attn: D Cdts and JCR 4-5-2, Capt Paul Bousigard, 613-996-2695

## 6. TECHNICAL SUPPORT

The Contractor must provide technical support on a 24/7 basis for the duration of the warranty period. This technical support must include the use of telephone, fax, email and Internet website access.

### Appendix 1 - Performance and Technical Specifications

Each Global Positioning Handheld Tracking Unit **must, as a minimum**, have the following physical and performance attributes:

#### 1. Physical & Performance:

1.1 Minimum unit dimensions, WxHxD:	2.0" X 4.0" x 1.0" (5.08 X 10.16 x 2.54cm)
1.2 Minimum display size, WxH:	1.3" x 1.7" (3.3 x 4.3 cm)
1.3 Display resolution, WxH:	176 x 220 pixels
1.4 Display type:	256 level color 65-K colour TFT
1.5 Battery AA, Lithium and NiMH	The GPS unit must accept all three options (AA, Lithium and NiMH)
1.6 Battery life:	Lithium and NiMH = Minimum of 25 hours AA = Not evaluated
1.7 Temperature Range:	The GPS unit must be able to operate at temperatures as low as -15 C and as high as 70 C.
1.8 Waterproof:	IPX7
1.9 High-sensitivity receiver:	Yes
1.10 Interface:	USB

#### 2. Maps & Memory:

2.1 Automatic routing (turn by turn routing on roads):	Must accept data cards: SD or microSD card.
2.2 Ability to add maps	The unit must be SD or Micro SD Cards

	compatible in order for the user to be able to download free of charge maps of their choice to the cards and use in the GPS.
2.3 Waypoints/favourites/locations:	Minimum of 2000
2.4 Routes:	Minimum of 200
2.5 Track log:	10,000 points, 20 saved tracks

### **3. The GPS unit must have the following features:**

3.1 Automatic routing (turn by turn routing on roads): With optional mapping for detailed roads

3.2 Electronic compass:

3.3 Barometric altimeter:

3.4 Custom maps compatible:

3.5 Geocaching-friendly:

3.6 Photo navigation (navigate to geotagged photos):

3.7 Hunt/fish calendar:

3.8 Sun and moon information:

3.9 Area calculation:

3.10 Custom POIs (ability to add additional points of interest):

## Appendix 2 - Mandatory Technical Evaluation Criteria

**Note:** Technical literature could include, but is not limited to, technical data sheets, schematics, test reports, repair and operating manuals.

Item # (SOW Ref.)	Mandatory Requirement (MR)	Proof of Compliance	Compliant (Y/N)	Comments
<b>MR 1) PHYSICAL AND PERFORMANCE:</b>				
MR 1.1	Minimum unit dimensions, WxHxD: 2.0" X 4.0" x 1.0" (5.08 cm X 10.16 cm x 2.54cm)			
MR 1.2	Minimum display size, WxH: 1.3" x 1.7" (3.3 cm x 4.3 cm)			
MR 1.3	Display resolution, WxH: 176 x 220 pixels			
MR 1.4	Display type: 256 level color 65-K colour TFT			
MR 1.5	Battery: AA, lithium and NiMH	The GPS unit must accept all three options (AA, Lithium and NiMH).		
MR 1.6	Battery life:	Lithium and NiMH = Minimum of 25 hours AA = Not evaluated		
MR 1.7	Temperature Range: - 15 C to 70 C	The GPS unit must be able to operate at temperature as low as -15 C and as high as 70 C.		
MR 1.8	Waterproof: IPX7			
MR 1.9	High-sensitivity receiver:			
MR 1.10	Interface: USB			
<b>2. MAPS &amp; MEMORY:</b>				

Solicitation No. - N° de l'invitation  
W8484-148078/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

106qf

Client Ref. No. - N° de réf. du client  
W8484-148078

File No. - N° du dossier  
106qfW8484-148078

CCC No./N° CCC - FMS No./N° VME

MR 2.1	Accepts data cards:	Must accept data cards: SD or microSD card.	
MR 2.2	Ability to add maps:	The unit must be SD or Micro SD Cards compatible in order for the user to be able to download free of charge maps of their choice to the cards and use in the GPS.	
MR 2.3	Waypoints/favorites/locations:	Minimum of 2000	
MR 2.4	Routes:	Minimum of 200	
MR 2.5	Track log:	10,000 points, 20 saved tracks	
<b>3. THE GPS UNIT MUST HAVE THE FOLLOWING FEATURES:</b>			
MR 3.1	Automatic routing (turn by turn routing on roads): With optional mapping for detailed roads		
MR 3.2	Electronic compass:		
MR 3.3	Barometric altimeter:		
MR 3.4	Custom maps compatible:		
MR 3.5	Geocaching-friendly:		
MR 3.6	Photo navigation (navigate to geotagged photos):		
MR 3.7	Hunt/fish calendar:		
MR 3.8	Sun and moon information:		
MR 3.9	Area calculation:		
MR 3.10	Custom POIs (ability to add additional points of interest):		