



**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 0B2 / Noyau 0B2**  
**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**

**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

<b>Title - Sujet</b> LAND MOBILE RADIO FOR THE CBSA	
<b>Solicitation No. - N° de l'invitation</b> 47419-166123/A	<b>Date</b> 2016-03-10
<b>Client Reference No. - N° de référence du client</b> 1000326123	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$QD-029-25743	
<b>File No. - N° de dossier</b> 029qd.47419-166123	<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 2016-04-29</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Bright, James	<b>Buyer Id - Id de l'acheteur</b> 029qd
<b>Telephone No. - N° de téléphone</b> (819) 956-6181 ( )	<b>FAX No. - N° de FAX</b> (819) 956-0636
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<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****1.1 Security Requirements**

There is no security requirement for this RFP.

**1.2 Statement of Work**

The equipment, services and work required are detailed in Annex A – Statement of Work of the resulting contract.

**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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

**1.4 Trade Agreements**

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

**1.5 Site Visits – Mandatory**

It is mandatory that the Bidder or a representative of the Bidder visit the work sites. Arrangements have been made for the site visits to be held at:

April 12, 2016: Mount Newton, John Dean Provincial Park, Central Saanich, BC.

April 13, 2016: Cottle Hill, Nanaimo, BC.

April 14, 2016: 1175 Douglas Street, Victoria BC.

All registered Bidders must arrive at the site by 09:30 AM PST on the day of the site visit. Further details will be provided to the registered bidders at the time of registration.

Bidders must communicate with the Contracting Authority no later than 10 business days before the date of the first site visit to confirm attendance and to provide the name(s) of the person(s) who will attend. Bidders who do not confirm attendance and who do not provide the name(s) of the person(s) who will attend as required will not be allowed access to the site. Bidders will be requested to sign an attendance sheet. No alternative appointment will be given to Bidders who do not attend or do not send a representative. Bidders who do not participate in the site visits will not be permitted to submit a bid. Any clarifications, questions or changes to the bid solicitation resulting from the site visits will be included as an amendment to the bid solicitation.

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## 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 (2015-07-03) 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: 60 days  
Insert: 120 days

### 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.

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

#### 2.2.1 Improvement of Requirement During Solicitation Period

Should Bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, Bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 15 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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## 2.3 Former Public Servant

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 FPSs, 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.

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**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 FPSs 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.

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## 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 15 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered 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 Ontario.

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

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

### **3.1 Bid Preparation Instructions**

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

Section I: Technical Bid (4 hard copies and 4 soft copies on USB.)

Section II: Financial Bid (2 hard copies and 1 soft copy on USB.)

Section III: Certifications ( 2 hard copies)

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

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

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

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

- a. All requirements under Annex A are mandatory requirements. In order to be deemed responsive, the Bidder must supply all equipment, services and work.
- b. The Technical Bid must address all requirements of Annex A on a paragraph-by-paragraph basis, using the same numbering system.
- c. Proposed items must meet or exceed any specifications listed in Annex A. If the Bidder wishes to propose multiple items for a requirement, all proposed part numbers must be clearly provided with the specifications of the proposed parts.
- d. The Bidder should include a description of the proposed parts supported by substantive information (e.g. technical brochures, drawings, specifications, test reports and the electrical and mechanical specifications) to demonstrate compliance with the requirements. References to Web sites are not acceptable.

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**Section II: Financial Bid**

The Bidder must submit their financial bid in accordance with Annex B- Basis of Payment and Appendix 1 to Annex B – Basis of Payment. The total amount of Applicable Taxes must be shown separately.

For CLIN 1-4 listed in Annex B – Basis of Payment, the Bidder must submit Firm Fixed Prices for each Site Audit.

For CLIN 5, 6, 7 listed in Appendix 1 to Annex B – Basis of Payment, the Bidder must submit Firm Fixed Prices for both Hardware (all equipment and software required for each location) and Labour (all engineering, installation, configuration and implementation work required for each location).

For CLIN 8 (Optional) listed in Annex B – Basis of Payment, the Bidder must propose:

- I. Firm Hourly Labour Rates excluding applicable taxes.
- II. For Hardware (all equipment and software) required for AWRs, the Bidder must propose Firm Mark-Ups on its laid-down cost for the term of the contract for Hardware.
- III. For Sub-contract Services required for AWRs, the Bidder must propose Firm Mark-Ups on its laid-down cost for the term of the contract.

For CLIN 9 listed in Annex B – Basis of Payment, the Bidder must submit a Firm Fixed Price.

For CLIN 10 listed in Annex B – Basis of Payment, the Bidder must submit a Firm Fixed Price.

For SLIN 1 listed in Annex B – Basis of Payment, the Bidder must submit a Firm Fixed Price.

For SLIN 2 listed in Annex B – Basis of Payment, the Bidder must submit a Firm Fixed Price

For SLINs 3, 4, 5, 6 and 7 listed in Annex B – Basis of Payment, the Bidder must submit a Firm Fixed Price

For AWRs listed in Annex B – Basis of Payment, the Bidder must propose:

- I. Firm Hourly Labour Rates excluding applicable taxes.
- II. For Hardware (all equipment and software) required for AWRs, the Bidder must propose Firm Mark-Ups on its laid-down cost for the term of the contract for Hardware.
- III. For Sub-contract Services required for AWRs, the Bidder must propose Firm Mark-Ups on its laid-down cost for the term of the contract.

Solicitation No. - N° de l'invitation

47419-166123/A

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

47419-166123

Amd. No. - N° de la modif.

File No. - N° du dossier  
47419-166123

Buyer ID - Id de l'acheteur

029QD

CCC No./N° CCC - FMS No./N° VME

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### **Section III:     Certifications**

Bidders must submit the certifications required under Part 5.

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## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) The Bid 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 bid.
- (c) The definitions of mandatory requirements are as follows:  
  
MANDATORY REQUIREMENTS: Bidders should note that all MANDATORY requirements are identified specifically with the word "shall", "must", "will", "mandatory". In the case where a MANDATORY item cannot be or is not complied with, the proposal shall receive no further consideration.
- (d) In order to be deemed responsive, the Bidder's proposal must comply with all General Conditions as laid out in the general conditions 2010A (2015-09-03), General Conditions – Goods (Medium Complexity)
- (e) Compliance with all of the mandatory provisions of the RFP, including, without limitation, all Annexes, and the terms and conditions applicable to any resulting contracts is mandatory.
- (f) The price of the bid will be evaluated in CAD dollars, DDP Incoterms 2000 and excise taxes included, transportation charges included and the applicable taxes excluded, if applicable.
- (g) Proposals will be evaluated in Canadian currency. Pricing submitted in foreign currency will be converted to Canadian dollars based on the exchange rate provided by the Bank of Canada at noon on the date of RFP closing. Unless otherwise stated by the Bidder, it will be assumed that the bid is being submitted in Canadian currency.
- (h) Exchange rate fluctuation protection is not offered for this requirement. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

#### **1.1 Technical Evaluation**

The bid must be completed in full and provide all of the information requested in the RFP to enable a full and complete evaluation.

The Bidder must demonstrate that they meet the mandatory requirements as detailed in this RFP and the mandatory technical requirements as detailed in Annex A.

The bid will be evaluated for its compliance with all mandatory technical criteria.

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## 2. Financial Evaluation

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

Pricing submitted in a foreign currency will be converted to Canadian dollars based on the exchange rate provided by the Bank of Canada, at noon on the date of Bid closing. Unless otherwise stated by the Bidder, it will be assumed that the bid is being submitted in Canadian currency.

- 1) The proposed Firm Fixed prices for CLINs 1, 2, 3 and 4 will be evaluated.
- 2) The proposed Firm Fixed prices for CLINs 5, 6 and 7 will be evaluated.
- 3) The proposed Firm Fixed prices for CLIN 9 will be evaluated.
- 4) The proposed Firm Fixed prices for CLIN 10 (including SLINs 1 and 2) will be evaluated.
- 5) The proposed Firm Fixed prices for CLIN 11 (including SLINs 3,4,5,6 and 7) will be evaluated.

The Financial Bid will be evaluated by adding the sum total of all Firm Prices.

## 3. Basis of Selection

3.1 To be declared responsive, a proposal must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory criteria.

Bids not meeting (a) and (b) will be declared non-responsive.

The Lowest cost responsive bid will be recommended for Contract Award.

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## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Bidders must provide the required certifications and additional information 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 made knowingly or unknowingly, 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 and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

#### **5.1.1 Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

#### **5.2.1 Integrity Provisions – List of Names**

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

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### 5.2.2 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 Employment and Social Development Canada (ESDC) - 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.

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## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

### 6.2 Statement of Work

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

### 6.3 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

2010A (2015-09-03), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

#### 6.3.2 Supplemental General Conditions

- a. 4001 (2013-01-28), Hardware Purchase, Lease and Maintenance apply to and form part of the contract except for the following:
  2. Part IV – Additional Conditions Lease is modified hereby as following:  
  
Delete in its entirety.
- b. 4003 (2010-08-16), Licensed Software apply to and form part of the contract;
- c. 4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information 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 Award to March 31, 2018 inclusive

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## 6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 1 additional 1 year period under the same conditions. 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.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 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.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

James Bright  
Supply Team Leader  
Public Works and Government Services Canada  
Acquisitions Branch  
EMTSPD  
11 rue Laurier, Gatineau QC, K1A 0S5

Telephone: 819-956-6181  
Facsimile: 819-956-0636  
E-mail address: james.bright@tpsgc-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 Project Authority

The Technical Project Authority for the Contract is:

Jan Samborski  
Science and Engineering Support and Operations Division | Division des opérations et du soutien aux sciences et à l'ingénierie  
Science and Engineering Directorate | Direction des sciences et de l'ingénierie  
Canada Border Services Agency | Agence des services frontaliers du Canada  
79 Bentley Ave.  
Ottawa, Ontario K2E 6T7  
[Jan.Samborski@cbsa-asfc.gc.ca](mailto:Jan.Samborski@cbsa-asfc.gc.ca)  
Tel: 613-941-6735

The Technical 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 Technical Project Authority, however the Technical 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.

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### 6.5.3 Procurement Authority

The Procurement Authority for the Contract is:

Stephen Alexander  
Contracting Officer  
Comptrollership Branch  
Canada Border Services Agency  
355 River Road Tower B 17<sup>th</sup> Floor  
Ottawa, ON  
K1A 0L8  
[Stephen.Alexander@cbsa-asfc.gc.ca](mailto:Stephen.Alexander@cbsa-asfc.gc.ca)  
Tel: 343-291-5665

*The Procurement 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 financial and technical content of the Work under the Contract. Technical matters may be discussed with the Procurement Authority; however the Procurement Authority has no authority to authorize changes to the scope of the Work or the pricing in the Basis of Payment (Annex B). Changes to the scope of the Work or the Basis of Payment can only be made through a contract amendment issued by the Contracting Authority.*

### 6.5.4 Contractor's Representative

To be inserted at Contract award.

## 6.6 Payment

### 6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily performing the work and delivering the required deliverables for CLINs 1- 4 (CLIN 4 Optional), the Contractor will be paid in accordance with Annex B – Basis of Payment.

In consideration of the Contractor satisfactorily performing the work and delivering the required deliverables for CLINs 5-7, the Contractor will be paid in accordance with Appendix 1 to Annex B – Basis of Payment.

In consideration of the Contractor satisfactorily performing the work required for CLIN 8 (Optional), the Contractor will be paid in accordance with Annex B – Basis of Payment.

In consideration of the Contractor satisfactorily performing the work required for CLINs 9, the Contractor will be paid in accordance with Annex B – Basis of Payment.

In consideration of the Contractor satisfactorily performing the work and delivering the required deliverables for CLIN 10, SLIN 1 and SLIN 2, the Contractor will be paid in accordance with Appendix 1 to Annex B – Basis of Payment.

In consideration of the Contractor satisfactorily performing the work and delivering the required deliverables for CLIN 11 including SLINs 3, 4, 5, 6 and 7 (CLIN 11 and all SLINs are Optional) the Contractor will be paid in accordance with Appendix 1 to Annex B – Basis of Payment.

In consideration of the Contractor satisfactorily completing any Additional Work Request (AWR), the Contractor will be paid in accordance with Annex B – Basis of Payment.

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## 6.6.2 Limitation of Price

SACC *Manual* clause C6000C (2011-05-16) Limitation of Price

### 7. Task Authorization

- 7.1 PWGSC form 572 - Task Authorization will be used for all requests for CLINs and SLINs as detailed in Annex A - SOW.
- 7.2 The PA on "as and when required" basis will issue a TA for Additional Work Request (AWRs). Upon receipt of the TA the Contractor must submit a SOW, Project and Price Proposal for the AWR work using the Basis of Payment described in the Contract. The Contractor must submit a finalized Work Report to the Procurement Authority and the Technical Project Authority once the work is complete.
- 7.5 The Contractor will not do any work or perform any service in response to any verbal authorization until written approval through form 572 - TA is provided by the appropriate authority to proceed.
- 7.6 The PA may authorize a Task up to CAD \$100,000, Taxes included, including all amendments.
- 7.7 TAs, including all amendments, in excess of CAD \$100,000, Taxes included, will be submitted to the Contracting Authority for authorization. The Contractor will not start work without CA's written authorization.
- 7.8 The Contractor must perform the Work on an "as and when requested" basis by Canada as described in the TA during the period of the Contract. Canada has no obligation to provide a minimum number of TAs against the Contract.
- 7.9 The Contractor must complete the work for the price agreed to, which will represent the total amount payable under the TA.
- 7.10 **Additional Work Requests (AWRs)**
- 7.10.1 **Firm Price:** For AWRs, the Contractor must submit a "Firm Price" excluding travel and living expenses to the Technical Project Authority when the scope of Work is clearly understood by both parties and no changes are anticipated in the scope of the Work. The Contractor will be obliged to complete the Work for the specified firm price. Travel and living expenses will be paid based on actual expenditure incurred by the Contractor in accordance with the Basis of Payment.
- 7.11 **CLIN 8**
- Firm Price:** For CLIN 8, the Contractor must submit a "Firm Price" (excluding travel and living expenses) to the Technical Project Authority when and if requested and only when the scope of Work is clearly understood by both parties and no changes are anticipated in the scope of the Work. The Contractor will be obliged to complete the Work for the specified firm price. Travel and living expenses will be paid based on actual expenditure incurred by the Contractor in accordance with the Basis of Payment.

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**7.12 Task Completion/Closure Procedures:**

The Contractor must monitor all Tasks issued under the Contract. If at any time the Contractor believes that a specific Task has been completed or has been inactive for a period of at least one (1) month, the Contractor must proceed as follows to request closure:

- 7.12.1 The Contractor must determine the final costs to Canada, itemized as necessary for each individual Task being considered for closure;
- 7.12.2 The Contractor must submit a letter to the TPA (one copy each to PA and CA) requesting closure of the Task with reference to reports or letters concerning the Task as applicable;
- 7.12.3 In cases where authorized funds were not all expended to complete specific Tasks, these funds are considered returned to the Contract funding baseline for re-issuance/re-distribution as necessary.

**8 Method of Payment**

*SACC Manual* clause H1001C (2008-05-12) Multiple Payment

**9 SACC Manual Clauses**

C0100C (2010-01-11), Discretionary Audit - Commercial Goods and/or Services

D2000C (2007-11-30), Marking

**10 Invoicing Instructions**

- 10.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of 2010A (2015-09-03), General Conditions – Goods (Medium Complexity)

- 10.2 Invoices must be distributed as follows:

- (a) The original invoice (hard copy) and one (1) e-copy must be forwarded to the Procurement Authority identified under the section entitled "Authorities" of the Contract.
- (b) One (1) e-copy must be forwarded to the Contracting Authority and the Technical Authority identified under the section entitled "Authorities" of the Contract.

**11 Certifications****11.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

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**12 SACC Manual Clauses**

A9117C (2007-11-30), T1204 – Direct Request by Customer Department  
 C0100C (2010-01-11), Discretionary Audit - Commercial Goods and/or Services  
 D2000C (2007-11-30), Marking  
 C0705C (2010-01-11), Discretionary Audit  
 C0711C (2008-05-12), Time Verification  
 C2000C (2007-11-30), Taxes – Foreign-based Contractor  
 C2604C (2013-04-25), Customs Duties, Excise Taxes and Applicable Taxes – Non Resident  
 C2605C (2008-05-12), Canadian Customs Duties and Sales Tax – Foreign-based Contractor  
 K3030C (2010-01-11), License to Material Subject to Copyright

**13 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in (To be inserted at Contract Award).

**14 Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions \_\_\_\_\_ (*insert number, date and title*);
- (c) the general conditions \_\_\_\_\_ (*insert number, date and title*);
- (d) Annex A, Statement of Work;
- (e) Annex X, Security Requirements Check List (*if applicable*);
- (f) 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)*)

**15. Insurance**

SACC Manual Clause G1005C (2008-05-12) Insurance

**16. Periodic Usage Reports**

- 16.1 The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under this Contract.
- 16.2 The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report.

16.3 The data must be submitted on a quarterly basis to the Contracting Authority.

**The quarterly periods are defined as follows:**

- a. 1st quarter: April 1 to June 30;
- b. 2nd quarter: July 1 to September 30;
- c. 3rd quarter: October 1 to December 31; and
- d. 4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than twenty calendar days after the end of the reporting period.

**16.4 Reporting Requirement- Details**

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

**For each authorized task:**

- a. the authorized task number or task revision number(s);
- b. a title or a brief description of each authorized task;
- c. the total estimated cost specified in the authorized Task Authorization (TA) of each task, GST or HST extra;
- d. the total amount, GST or HST extra, expended to date against each authorized task;
- e. the start and completion date for each authorized task;
- f. the active status of each authorized task, as applicable; and
- g. total funds committed and expended including and excluding taxes.

**For all authorized tasks:**

- i. the amount (GST or HST extra) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, GST or HST extra, expended to date against all authorized TA's.

**17. Consignee**

The consignee will be specified in each Task Authorization.

**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC)-Labour's website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

**OR**

- ☐ A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

**OR**

- ☐ B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

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47419-166123/A

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

47419-166123

Amd. No. - N° de la modif.

File No. - N° du dossier  
47419-166123

Buyer ID - Id de l'acheteur

029QD

CCC No./N° CCC - FMS No./N° VME

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## **ANNEX A**

### **STATEMENT OF WORK**

**Please see attached**

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## **ANNEX B**

### **BASIS OF PAYMENT**

**Please see attached**

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## **ANNEX C**

### **BID EVALUATION**

**Please see attached**

**Bidders do not need to complete this document. For reference only.**

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## **ANNEX D**

### **BID COMPLIANCE MATRIX**

**Please see attached**