



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

Title - Sujet Security system	
Solicitation No. - N° de l'invitation 23240-170042/A	Date 2016-07-26
Client Reference No. - N° de référence du client 23240-170042	
GETS Reference No. - N° de référence de SEAG PW-\$\$HN-329-71326	
File No. - N° de dossier hn329.23240-170042	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-09-08	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
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: Dumaresq, Steve	Buyer Id - Id de l'acheteur hn329
Telephone No. - N° de téléphone (819) 420-0341 ()	FAX No. - N° de FAX (819) 953-4944
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATURAL RESOURCES 4TH FL 580 BOOTH ST OTTAWA Ontario K1A0E4 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
Electrical & Electronics Products Division
11 Laurier St./11, rue Laurier
7B3, Place du Portage, Phase III
Gatineau, Québec K1A 0S5

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

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

PART 1 - GENERAL INFORMATION

1. Security Requirement
2. Requirement
3. Debriefings

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection
3. Security Requirement

PART 5 – CERTIFICATIONS

1. Mandatory Certifications Required Precedent to Contract Award

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Requirement
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Federal Contractors Program for Employment Equity - Default by the Contractor
10. Applicable Laws
11. Priority of Documents
12. SACC Manual Clauses (Delivery)
13. Shipping Instructions – Delivery at Destination

Annex A	Statement of Work – Technical Requirements
Annex B	Mandatory Technical Evaluation Criteria
Annex C	Point Rated Technical Evaluated Criteria
Annex D	Pricing Schedule
Annex E	Form PWGSC-TPSGC 450, Claim for Exchange Rate Adjustments (if applicable)
Annex F	Model Task Authorization form
Annex G	Security Requirements Check List (SRCL)

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

1.2 Requirement

The contractor must provide the goods and/or services in accordance with the technical requirements stated herein. Natural Resources Canada herein referred as NRCan, wishes to implement a Security Management System (SMS) at their Ottawa headquarters, which shall seamlessly integrate a Physical Security Access Control System (PACS) with a Physical Intrusion Detection System (PIDS) and a Closed Circuit Video System (CCVS) at various locations across Canada.

1.2.1 Delivery Requirement

Delivery is requested to be completed by no later than June 1st 2017 for the sites in the National Capital Region (NCR) and March 31st 2018 for the other sites.

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 World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

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 (2016-04-04) 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: 90 days

2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
A9033T	Financial Capability	2012-07-16
B1000T	Condition of Material	2014-06-26
A3005T	Status and Availability of Resources	2010-08-16
A3010T	Education and Experience	2010-08-16

2.2 Submission of Bids

Bids must be submitted ONLY TO THE BID RECEIVING UNIT by the date, time and place indicated on page 1 of the bid solicitation. Do not send proposal directly to the Contracting Officer. Email proposals not accepted.

PWGSC Bids Receiving Unit
11 Laurier Street
Place du Portage, Phase 3, Core 0B2
Gatineau, Québec, K1A 0S5
Tel.: 819-956-3366

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as 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.

Steve Dumaresq (steve.dumaresq@pwgsc-tpsgc.gc.ca)

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario. Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copies and 2 soft copies on CD/DVD)

**Section II: Financial Bid, Certifications and Additional Information
(1 hard copy and 1 soft copy on CD/DVD)**

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>). 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 (2 hard copies and 2 soft copies on CD/DVD)

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

SECTION II: FINANCIAL BID, CERTIFICATIONS AND ADDITIONAL INFORMATION (1 hard copy and 1 soft copy on CD/DVD)

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

3.2 Equivalent Products (B3000T)

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.

3.3 Exchange Rate Fluctuation Risk Mitigation

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form PWGSC-TPSGC 450, Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
4. At time of bidding, the Bidder must complete columns (1) to (4) on form PWGSC-TPSGC 450, for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

3.4 Certifications

Bidders must submit the certifications required under Part 5 prior to contract award.

3.5 Additional Information

3.5.1 Procurement Business Number (PBN) (Canadian suppliers)

<https://buyandsell.gc.ca/for-businesses/register-as-a-supplier>

The Procurement Business Number of the supplier is: _____

Note: Not mandatory at bid closing but required precedent to contract award.

Solicitation No. - N° de l'invitation
23240-170042/A
Client Ref. No. - N° de réf. du client
23240-170042/A

Amd. No. - N° de la modif.
File No. - N° du dossier

Buyer ID - Id de l'acheteur
hn329
CCC No./N° CCC - FMS No./N° VME

3.5.2 Contractor Representatives

Name and telephone number of the person responsible for:

General enquiries

Name: _____

Telephone: _____

Facsimile: _____

E-mail: _____

Delivery follow-up

Name: _____

Telephone: _____

Facsimile: _____

E-mail: _____

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

4.1.1 Technical Evaluation

Simply stating a compliancy to a criteria is insufficient. Bidders must present a clearly organized proposal that includes all necessary technical and descriptive information, in order to clearly demonstrate their compliancy to the requirement presented in the Statement of Work and related annexes. Responses will be evaluated on a simple, stringent pass/fail basis. Proposals not meeting each mandatory requirement will be considered non-responsive (non-compliant) and given no further consideration.

The technical bid should be structured in the same format as the Statement of Work, through which the bidder will clearly explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

4.1.1.1 Mandatory Technical Criteria

Technical compliance to the Statement of Work (SOW) at Annex A.

Technical compliance to the mandatory evaluation criteria listed at Annex B, Mandatory Technical Criteria.

4.1.1.2 Point Rated Technical Criteria

Proposals must meet the minimum pass mark indicated at the bottom of each point rated criteria table (R1 to R5). In addition, the proposal must meet a minimum aggregate score of 57 points on the Point-Rated criteria, R1 to R5 inclusive.

4.1.2 Financial Evaluation

Compliance with the pricing requirements presented herein.

Completion of an Annex D, Pricing Schedule.

4.1.2.1 Pricing Basis

The bidder must quote firm prices in Canadian dollars, DDP (destination). Freight/Shipping charges to destination included (Annex D, Part 1) and Freight/Shipping charges extra (Annex D, Parts 2 to 5). Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) not included.

If the Exchange Rate Fluctuation Risk Mitigation is being requested, a completed form PWGSC-TPSGC 450, Claim for Exchange Rate Adjustments, Annex E, must be included with the Annex D pricing schedule.

The Total Evaluated Bid Price is the sum of all items at Annex D, Pricing Schedule.

4.1.2.2 Evaluation

Highest Overall Combined Rating Technical Merit (60%) and Bid Price (40%).

Example: The combined ranking will be calculated as shown.
In this example Bidder 2 has the highest total score.

Highest Overall Combined Rating Technical Merit (60%) and Price (40%)			
	Bidder 1	Bidder 2	Bidder 3
Technical Points (Maximum 80)	65	70	60
Total Bid Price	60,000	55,000	50,000
Result	Technical Score	Price Score	Total Bid Score
Bidder 1	$(65/80) \times 60 = 48.75$	$*50,000/60,000 \times 40 = 33.33$	82.08
Bidder 2	$(70/80) \times 60 = 52.50$	$*50,000/55,000 \times 40 = 36.36$	88.86
Bidder 3	$(60/80) \times 60 = 45.00$	$*50,000/50,000 \times 40 = 40.00$	85.00

*Represents the lowest priced responsive proposal.

4.1.3 Basis of Selection

Highest Overall Combined Rating Technical Merit (60%) and Bid Price (40%).

A bid must comply with the requirements of the bid solicitation and meet all evaluation criteria to be declared responsive (compliant). The responsive bid with the highest total bid score will be recommended for award of a contract.

In the event that two or more Bidders achieve the same total bid score, calculated to two-decimal places, the Bidder with the highest Technical Score will be declared the top-ranked bidder (winner).

4.1.4 Security Requirement

1. Before award of a contract, the following conditions must be met:
 - a. the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
 - b. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6 - Resulting Contract Clauses;
 - c. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
2. Canada will not delay the award of any contract to allow bidders to obtain the required clearance.
3. For additional information on security requirements, bidders should consult the "[Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders](https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/4/30/15)" (https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/4/30/15) document on the Departmental Standard Procurement Documents Website.

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

5.1.1 Declaration of Convicted Offences

If applicable, in accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation 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

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, if applicable, to be given further consideration in the procurement process.

5.2.2 General Environmental Criteria Certification

The Bidder must select and complete one of the following two certification statements.

- A) The Bidder certifies that the Bidder is registered or meets ISO 14001.

Bidders' Authorized Representative Signature

Date

or

- B) The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Bidder must indicate which four (4) criteria, as a minimum, are met.

Green Practices within the Bidders' organization	Insert a checkmark for each criterion that is met
Promotes a paperless environment through directives, procedures and/or programs	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

 Bidders' Authorized Representative Signature

 Date

5.2.3 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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

PART 6 - RESULTING CONTRACT CLAUSES

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

1. Security Requirements

The following security requirement (SRCL and related clauses) applies and form part of the Contract.

1. The Contractor must, at all times during the performance of the Contract, hold a valid **Facility Security Clearance** at the level of **SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PSPC).
2. The Contractor personnel requiring access to **CLASSIFIED/PROTECTED** information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **SECRET**, granted or approved by CISD/PWGSC.
3. The Contractor **MUST NOT** remove any **CLASSIFIED/PROTECTED** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable);
 - (b) *Industrial Security Manual* (Latest Edition).

2. Requirement

The contractor must provide the goods and services in accordance with the technical requirements stated herein.

Natural Resources Canada herein referred as NRCan, wishes to implement a Security Management System (SMS) at their Ottawa headquarters, which shall seamlessly integrate a Physical Security Access Control System (PACS) with a Physical Intrusion Detection System (PIDS) and a Closed Circuit Video System (CCVS) at various locations across Canada.

3. SACC Manual Clauses

SACC Reference	Section	Date
B1501C	Electrical Equipment	2006-06-16
B7500C	Excess Goods	2006-06-16

3.1 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.2 General Conditions

2010A (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

Article 09 (1) Warranty
DELETE 12 months
INSERT 24 months

4. Term of Contract

4.1 Period of the Contract

The initial three (3) year period of contract is from ___date___ to ___date___ inclusively.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by three (3) additional one (1) year periods 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 Contract.

Option Year One (1): From ___date___ to ___date___ inclusively;
Option Year Two (2): From ___date___ to ___date___ inclusively;
Option Year Three (3): From ___date___ to ___date___ inclusively.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority through a contract amendment.

4.3 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

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.

The data must be submitted on a quarterly basis to the Contracting Authority identified at Article 5 (Authorities) below.

The quarterly periods are defined as follows:

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

The data must be submitted to the Contracting Authority no later than fifteen (15) calendar days after the end of the reporting period.

4.3.1 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 always contain the following:

For each authorized task:

- a title or a brief description of each authorized task;
- the total estimated cost specified in the authorized Task Authorization (TA) of each task, with GST/HST extra;
- the total amount, with GST/HST extra, expended to date against each authorized task;
- the start and completion date for each authorized task; and
- the active status of each authorized task, as applicable.

For all authorized tasks:

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

5. Authorities

5.1 Contracting Authority

Steve Dumaresq
Public Works and Government Services Canada
Acquisitions Branch
Logistics, Electrical, Fuel and Transportation Directorate
"HN" Division, 7B3, Place du Portage, Phase III, 11 Laurier Street
Gatineau, QC, K1A 0S5
Telephone : (819) 420-0341 Facsimile: (819) 953-4944
E-mail address: steve.dumaresq@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 Technical Authority

Name: will be inserted at contract
Telephone No. will be inserted at contract
Facsimile No. will be inserted at contract
E-mail address: will be inserted at contract

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

5.3 Contractor Contacts

General Enquiries

Name: will be inserted at contract
Telephone No. will be inserted at contract
Facsimile No. will be inserted at contract
E-mail address: will be inserted at contract

Delivery Follow-up

Name: will be inserted at contract
Telephone No. will be inserted at contract
Facsimile No. will be inserted at contract
E-mail address: will be inserted at contract

6. Payment

6.1 Basis of Payment - Limitation of Expenditure - Task Authorizations

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Pricing Schedule at Annex “_” herein, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

6.2 Limitation of Expenditure - Cumulative Total of all Costs and Task Authorizations

NRCan budget is estimated at \$ 7,000,000.00, plus applicable taxes, for the entire potential period of contract, which is the initial three (3) years and the three (3) 1-year options if exercised.

Canada's total liability to the Contractor under the Contract for all costs and authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the maximum sum of **\$ 7,000,000.00**. Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) extra, as applicable. As per Annex _, Pricing Schedule, herein. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

1. Deployment of proposed SMS at the 580 Booth location and Initial Equipment Order
Firm prices in Canadian dollars, DDP (Ottawa, Ontario). Freight/Shipping charges to destination included. Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) extra. Completed form PWGSC-TPSGC 450, Claim for Exchange Rate Adjustments if applicable.

2. Individual Task Authorizations
Firm prices in Canadian dollars, DDP (destination). Freight/Shipping charges to destination extra. Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) extra. Completed form PWGSC-TPSGC 450, Claim for Exchange Rate Adjustments if applicable.

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

- when it is 75 percent committed, or
- four (4) months before the contract expiry date, or
- as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.

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.

6.3 Task Authorization Process

Task Authorization:

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

As more than one contract has been awarded for this requirement, a request to perform a task will be sent to the first ranked contractor. If that contractor confirms in writing that it is unable to perform the task as a result of previous commitments under a TA, the request to perform a task will then be forwarded to the contractor ranked second. This process will continue until the task can be performed by another contractor. If no contractor can perform the task, Canada reserves the right to acquire the required Work by other means. A contractor may advise the Technical" Authority and the Contracting Authority in writing that it is unable to carry out additional tasks as a result of previous commitments under a TA and no request to perform a task will be sent to that contractor until that contractor has given notice in writing to the "Technical" Authority and the Contracting Authority that it is available to perform additional tasks.

Task Authorization Process:

1. The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex ____.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable bases and methods of payment as specified in the Contract.
3. The Contractor must provide the Technical" Authority, within 5 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Technical" Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

Task Authorization Approvals:

The Technical Authority may approve a Task Authorization estimated up to a maximum of \$250,000.00 (GST/HST included). The Technical Authority may also approve amendments to the Task Authorization, up to an aggregate amount (value of the original Task Authorization plus all amendments) of \$250,000.00 (GST/HST included).

In the event that the total price of a Task Authorization is in excess of \$250,000.00 GST/HST included, PWGSC's written authorization is required prior to the commencement of the Work.

The Contracting Authority is also required to approve any amendment to the Task Authorization where the aggregate amount (value of the original Task Authorization plus all amendments) is over \$250,000.00 (GST/HST included). The Contractor must not proceed with the Work without PWGSC's prior written authorization.

6.4 SACC Manual Clauses

SACC Reference	Section	Date
G1005C	Insurance	2016-01-28
H1001C	Multiple Payments	2008-05-12
C4001C	Travel and Living Expenses	2014-06-26

6.5 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

6.6 Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

6.7 Exchange Rate Fluctuation Adjustment (If applicable)

1. The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
2. For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provisions in the contract. The exchange rate adjustment amount will be calculated in accordance with the following formula:

$$\text{Adjustment} = \text{FCC} \times \text{Qty} \times (i_1 - i_0) / i_0$$

where formula variables correspond to:
FCC Foreign Currency Component (per unit)

i0	Initial exchange rate (CAN\$ per unit of foreign currency [e.g. US\$1])
i1	exchange rate for adjustments (CAN\$ per unit of foreign currency [e.g. US\$1])
Qty	quantity of units

4. The initial exchange rate is typically set as the noon rate as published by the Bank of Canada on the solicitation closing date.
5. For goods, the exchange rate for adjustment will be the noon rate as published by the Bank of Canada on the date the goods were delivered. For services, the exchange rate for adjustment will be the noon rate on the last business day of the month for which the services were performed. For advance payments, the exchange rate for adjustment will be the noon rate on the date the payment was due. The most recent noon rate will be used for non-business days.
6. The Contractor must indicate the total exchange rate adjustment amount (either upward, downward or no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form PWGSC-TPSGC 450, Claim for Exchange Rate Adjustments.
7. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form PWGSC-TPSGC 450 (i.e. $[i1 - i0] / i0$).
8. Canada reserves the right to audit any revision to costs and prices under this clause.

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:
 - (a) The original and one (1) copy must be forwarded to the address shown on page 1 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.

Department of Public Works and Government Services
"HN" Division, 7B3 Place du Portage, Phase III
11 Laurier Street, Gatineau, QC K1A 0S5
Attention: Steve Dumaresq

8. Certifications

8.1 Compliance

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

9. Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the

name of the Contractor will be added to the "**FCP Limited Eligibility to Bid**" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in 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) the Articles of Agreement;
- (b) 2010A (2016-04-04), General Conditions - Goods (Medium Complexity);
- (c) Statement of Work and related annexes (As presented at Solicitation 23240-170042/A);
- (d) annex __, Security Requirements Check List (SRCL);
- (e) annex __, Pricing Schedule;
- (f) annex __, form PWGSC-TPSGC 450, Claim for Exchange Rate Adjustments (if applicable);
- (g) the Contractor's bid dated __ date__.

12. SACC Manual Clauses (Delivery)

SACC Reference	Section	Date
D9002C	Incomplete Assemblies	2007-11-30

13. Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered:
DDP (destination) Inco terms 2000 for shipments from a commercial contractor.