



**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

Title - Sujet RECORDER-REPRODUCER SET,SIGNAL DATA		
Solicitation No. - N° de l'invitation W8482-178628/A		Date 2016-10-06
Client Reference No. - N° de référence du client W8482-178628		
GETS Reference No. - N° de référence de SEAG PW-\$\$QD-038-26006		
File No. - N° de dossier 038qd.W8482-178628		CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-10-25		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: Debidin, Vidia		Buyer Id - Id de l'acheteur 038qd
Telephone No. - N° de téléphone (819) 420-2699 ()		FAX No. - N° de FAX (819) 953-4510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes		

Instructions: See Herein

Instructions: Voir aux présentes

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	



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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with this Request for Proposal (RFP). Contractor personnel MAY NOT ENTER sites where (protected/classified) information or assets are kept without an escort provided by the Client Department for which the work is being performed.

2. Statement of Requirement

The Contractor must perform the Work in accordance with Annex A - Statement of Requirement (SOR) and Basis of Payment (BOP) and its proposal.

3. Debriefings

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

4. Trade Agreements

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

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PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

1.1 SACC Manual Clauses

A7035T (2007-05-25) List of Proposed Subcontractors
C3011T (2013-11-06) Exchange Rate Fluctuation

1.2 Equivalent Products

1.2.1 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.

1.2.2 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.

1.2.3 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.

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.

2.1 Improvement of Requirement during Solicitation Period

Should bidders consider that the specifications or Statement of Requirement 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 ~~fifteen~~ (15) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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.

3.1 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.

3.2 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; and
- 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.

3.3 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.

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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.

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.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (Two hard copies)
Section II: Financial Bid (One hard copy)

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.

~~1.2 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.~~
~~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 should:

- a. 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
- b. 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, duo-tangs or binders.
- c. avoid using binders.

2. Section I: Technical Proposal

2.1 Canada requests that Bidders submit the Technical Bid as per the following:

As applicable, 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 and describe their approach in a thorough, concise and clear manner for carrying out the work.

2.1.1 Compliance Demonstration:

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.

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The Bidder should provide the page number and exact location of the brochures, document or any other material submitted with the Technical Bid to demonstrate compliance.

Bidder should provide their responses in its technical proposal as per the following:

- i. A compliance statement ("Compliant" or "Non-compliant"). "Compliant" statement will be interpreted as meaning full agreement with the requirement, whereas a Non-complaint statement will be interpreted as meaning not in full agreement with the requirement and the proposal will be deemed non-responsive and not given any further consideration.
- ii. For mandatory requirements, statements such as "Read", "Comply with Intent", "Partial Compliance", "Noted" or the like will be considered as non-responsive; Paragraphs, elements and subparagraphs that convey information rather than a requirement must be marked with "Noted and Understood".

3. Section II: Financial Proposal

The Bidder should utilize Annex A – Statement of Requirement and Basis of Payment for submitting their pricing Information.

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

4. Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- a. Bids will be assessed in accordance with the entire requirement of the bid solicitation including financial evaluation.
- b. In order to be deemed responsive, bidder's proposals must comply with all General Conditions as laid out in the 2010A (2016-04-04), General Conditions – Goods (Medium Complexity) and Supplemental General Conditions associated with this RFP.
- c. An evaluation team composed of representatives of Canada will evaluate the proposals.

1.1 Technical Evaluation

- 1.1.1 Compliance with all of the mandatory provisions of the RFP, including all Annexes is mandatory. Note that deviations to any mandatory requirement are not acceptable and will render the proposal non-responsive.
- 1.1.2 The quality and completeness of the proposals will form the basis of the evaluation. 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".

1.2 Financial Evaluation

The price of the bid will be evaluated as follows:

- 1.2.1 Bidders must submit firm prices DDP Incoterms 2010, Canadian customs duties and excise taxes included, and the applicable taxes excluded.
- 1.2.2 The financial 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.
- 1.2.3 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.

2. Basis of Selection

- 2.1. To be declared responsive, a proposal must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory criteria; and bids not meeting (a) and (b) will be declared non-responsive.
 - c. The Lowest Priced ~~Compliant~~ Responsive Bid will be recommended for Contract award.

3. Financial Capability

SACC A9033T (2012-07-16) Financial Capability

PART 5 - CERTIFICATIONS

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, 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 may render the bid non-responsive or constitute a default under the Contract.

1. Certifications Required with the Bid

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

1.1 Integrity Provisions - Declaration of Convicted Offences

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, as applicable, to be given further consideration in the procurement process.

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.

2.1 Integrity Provisions – Required Documentation

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

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) 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.

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

1. Security Requirement

There is no security requirement applicable to this Contract.

2. Statement of Requirement

The requirement is detailed under Annex A – Statement of Requirement and Basis of Payment.

3. Standard Clauses and Conditions

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

3.1 General Conditions

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

3.2 Supplemental General Conditions

3.2.1 4001 (2015-04-01), Hardware Purchase, Lease and Maintenance excluding the following articles;

- Part IV - Additional Conditions: Lease
- Part V - Additional Conditions: Maintenance

3.2.2 4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information

4. Term of Contract

4.1 Delivery Date

The Contractor should make the delivery as follows:

Item 001: should be delivered on or before December 16th, 2016.

Item 002: should be delivered on or before December 16th, 2016.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Vidia Debidin

Public Works and Government Services Canada
Acquisitions Branch
Land and Aerospace Equipment Procurement and Support Sector
Place du Portage, Phase III, 11 Laurier Street, Gatineau, QC K1A 0S5
Government of Canada

Telephone: (819) 420-2699

Facsimile: (819) 953-4510

E-mail address: Vidia.Debidin@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 Procurement Authority

The Procurement Authority for the Contract is:

Name: TBD

Organization: Department of Nation Defence

Address: 101 Colonel By Drive Ottawa, ON K1A 0K2

Telephone:

Facsimile:

E-mail address:

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 A). 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.

5.3 Technical Authority

The Technical Authority for the Contract is:

Name: TBD

Organization: Department of Nation Defence

Address: 101 Colonel By Drive Ottawa, ON K1A 0K2

Telephone:

Facsimile:

E-mail address:

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however the Technical Authority has no authority to authorize changes to the scope of the

Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.4 Contractor's Representative

Bidders to provide name, title, telephone number and email 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 a firm price firm price(s), as specified in Annex A Statement of Requirement and Basis or Payment for a cost of \$_____. Customs duties are included and Applicable Taxes are extra.

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.

6.2 SACC Clauses

H1001C (2008-05-12) Multiple Payments

7. SACC Manual Clauses

A1009C (2008-05-12) Work Site Access

A9006C (2010-07-16) Defense Contract

A9131C (2014-11-27) Controlled Goods Program - Contract

B4042C (2008-05-12) Identification Marking

B4060C (2011-05-16) Controlled Goods

B7500C (2006-06-16) Excess Goods

C2000C (2007-11-30) Taxes - Foreign-based Contractor

C2801C (2014-11-27) Priority Rating – Canadian-based Contractors

D0050C (2007-05-25) End User Certificate

D2000C (2007-11-30) Marking

D2001C (2007-11-30) Labeling

D2025C (2013-11-06) Wood Packaging Materials

D5545C (2010-08-16) ISO 9001:2008 - Quality Management Systems - Requirements (Quality Assurance Code C)

D6010C (2007-11-30) Palletization

D9002C (2007-11-30) Incomplete Assemblies

G1005C (2008-05-12) Insurance

8. Packaging Requirements

8.1 Packaging Requirement using Specification D-LM-008-036/SF-000

The Contractor must prepare all items 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. The Contractor must package all items in quantities of one (1) by package.

9. Invoicing Instructions

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.

Invoices must be distributed as follows:

- The original and one (1) copy must be forwarded to the consignee for certification and payment.
- One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- One (1) copy must be forwarded to the Procurement Authority identified under the section entitled "Authorities" of the contract.

10. Shipping and Consignee Addresses

The Contractor must ship goods Delivered Duty Paid (DDP), Incoterms 2010. Custom Duties and Excise Taxes must be included. The applicable Good and Services Tax are extra.

Items	Shipping Address	Consignee Address
For Item 001	Base Commander CFB Esquimalt Building 66 Colwood Victoria, BC V9A 7N2 Canada	Department Of National Defence Base Logistic Officer CFB Esquimalt STN Forces PO Box 17000 Victoria, BC V9A 7N2 Canada W0103
For Item 002	Formation Commander HMC Dockyard Building D206 Door 1 thru 13 Halifax, NS B3K 5X5 Canada	Department Of National Defence Maritime Forces Atlantic PO Box 99000, STN Forces Halifax, NS B3K 5X5 Canada W010B

11. Certifications

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated 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 associated information, 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.

12. 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.

13. Applicable Laws

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

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. Annex A – Statement of Requirement and Basis of Payment
- c. the general conditions 2010A (2016-04-04), General Conditions – Goods (Medium Complexity);
- d. the supplemental conditions 4001 (2015-04-01) Hardware Purchase, Lease and Maintenance;
- e. the supplemental conditions 4006 (2010-08-16) Contract to Own Intellectual Property Rights in Foreground Information;
- f. the Contractor's bid dated _____.

15. Contractual Disputes

The following procedures for the settlement of any disputes which may arise throughout the life of this Contract shall prevail:

- 15.1 Disputes arising from this Contract will in the first instance be resolved by the Contracting Authority and the Contractor's Contract Administrator within fifteen (15) working days or such additional time as may be agreed to by both parties.

- 15.2 Failing resolution under (1) above, the Manager, Defence Communications Division, Electronics, Munitions and Tactical Systems Procurement Directorate (EMTSPD), Defence and Major Projects Sector (DMPS) and the Contractor's Representative Supervisor will attempt to resolve the dispute within an additional fifteen (15) working days.
- 15.3 Failing resolution under (1) or (2), the Senior Director of EMTSPD, DMPS and the Contractor's equivalent Senior Management will attempt to resolve the dispute within an additional thirty (30) working days.

Federal Contractors Program for Employment Equity

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 permanent full-time and/or permanent part-time employees.

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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Annex A - Statement of Requirement (SOR) and Basis of Payment (BOP)

Bidders must submit firm prices DDP Incoterms 2010, Canadian customs duties and excise taxes included, and the applicable taxes excluded. In consideration of the Contractor's satisfactory performance of its obligations, the Contractor will be paid the Firm Unit Prices as proposed in the following table.

Item	NSN	Supplier	Part Number	Part Description	Qty.	Unit Price	Firm Extended Price
001	N5895-21-9099876	S0482	DIR-1000L	RECORDER-REPRODUCER SET, SIGNAL DATA	2	\$	\$
Equivalent Product 001					2		
002	N5895-21-9099876	S0482	DIR-1000L	RECORDER-REPRODUCER SET, SIGNAL DATA	2	\$	\$
Equivalent Product 002					2		