

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À : Public Safety and Emergency Preparedness Canada	Title – Sujet Digital Signage Connectivity, Portal Access, Techn (InfoTV)	ical Support and Maintenance				
Contracting and Procurement Section	Solicitation No. – N° de l'invitation	Date				
340 Laurier Avenue West,	201702161	2016-10-17				
1st Floor Mailroom – MARKED URGENT	Solicitation Closes – L'invitation prend fin	Time Zone				
Ottawa, Ontario	At – à 02:00 PM	Fuseau horaire				
K1A 0P8	On – le 2016-11-28					
Attention: Denise Desserud		EDT				
	Delivery Required – Livraison exigée					
	See Herein					
	Address Enquiries to: - Adresser toutes question	ons à:				
Request For Proposal	Denise Desserud					
Demande de proposition	Telephone No. – N° de telephone	FAX No. – N° de FAX				
	(613) 990-2614	(613) 954-1871				
Offer to: Public Safety and Emergency	Destination – of Goods, Services and Construct	tion:				
Preparedness Canada	Destination – des biens, services et constructio	n:				
	Public Safety Canada					
We hereby offer to provide to Canada, as	269 Laurier Avenue West,					
represented by the Minister of Public Safety	Ottawa, Ontario					
and Emergency Preparedness Canada, in	K1A 0P8					
accordance with the terms and conditions	Security – Sécurité					
set out herein or attached hereto, the goods,	No security provisions					
services, and construction detailed herein						
and an any attached abaata						

Offre au: Minitère des Sécurité publique et Protection civile Canada

Nous offrons par la présente de fournir au Canada, représenté par le ministre de la Sécurité publique et Protection civile Canada, aux conditions énoncées ou incluses par référence

dans la présente et aux annexes ci-jointes, les biens, services

et construction énumérés ici et sur toute feuille ci-annexée.

and on any attached sheets.

Comments – Commentaires:	Vendor/Firm Name and Address
	Raison sociale et adresse du fournisseur/de l'entrepreneur
BIDDERS MUST <u>WAIT</u> TO HAVE THEIR PROPOSALS TIME STAMPED IF THEY ARE HAND DELIVERING TO THE MAILROOM	
Entrance is on Gloucester at shipping door,	
behind the building	
Instructions: See Herein	
Instructions: Voir aux présentes	Telephone No. – N° de telephone Facsimile No. – N° de télécopieur
Vender/Firm Name and Address	Name and title of person authorized to sign on behalf of Vendor/Firm
Raison sociale et adresse du	(type or print)
Fournisseur/de l'entrepreneur	Nom et titre de la personne autorisée à signer au nom due fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)
Issuing Office – Bureau de distribution	
Public Safety and Emergency Preparedness	
Canada	
Contracting and Procurement Section	
269 Laurier Avenue West	Signature Date
13 th Floor, Office 13B-37	
Ottawa. Ontario	

Digital Signage Connectivity, Portal Access, Technical Support and Maintenance (InfoTV)

K1A 0P8



PROPOSAL TO THE DEPARTMENT OF PUBLIC SAFETY CANADA VENDOR INFORMATION AND AUTHORIZATION

Vendor Name and Address

Legal Status (incorporated, registered, etc)

GST or HST Registration Number and/or Business Identification Number (Revenue Canada)

Name and Title of Person authorized to sign on behalf of Vendor

Print Name:	Title:
Oliver of the second seco	Deter
Signature:	Date:

Central Point of Contact

The Vendor has designated the following individual as a central point of contact for all matters pertaining to the proposed contract, including the provision of all information that may be requested:

Name and Title:

Telephone: Fax: Email:

Each proposal must include a copy of this page properly completed and signed.





PART 1 – GENERAL INFORMATION

1. INTRODUCTION

The Request for Proposals (RFP) template is divided into six parts:

- (i) Part 1, General Information; provides a general description of the requirement
- (ii) Part 2, Bidder Instructions; provides the instructions applicable to the clauses and conditions of the RFP and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the RFP
- (iii) Part 3, Proposal Preparation Instructions and Evaluation Procedures; provides bidders with instructions on how to prepare their offer to address the evaluation criteria specified;
- (iv) Part 4, Evaluation Criteria and Basis of Selection; indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the proposal, the security requirement, if applicable, and the basis of selection;
- (v) Part 5, Certifications, includes the certifications to be provided; and,
- (vi) Part 6, Resulting Contract Clauses; includes the clauses and conditions which will apply to the contract.

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT), Canada-Chile Free Trade Agreement and Canada-Columbia Free Trade Agreement.

2. <u>DEFINITIONS</u>

A "**Request for Proposals**" (RFP) is the solicitation document used to seek proposals or bids from suppliers. The term "**Bidder**" refers to the potential Supplier submitting a proposal or bid. The Bidder submitting a proposal may, however consist of several firms putting one proposal together as a joint venture. In the case of a joint venture, the combined experience of the firms forming the joint venture will be considered for the purposes of determining the Bidder's compliance with the Mandatory Requirements.

Wherever the words "**proposal**" or "**bid**" appear in this document, each shall be taken to mean the same as the other.

The Mandatory Requirements of this RFP are identified specifically with the words "**MANDATORY**", "**MUST**", "**ESSENTIAL**", "**SHALL**", "**WILL**", "**IT IS REQUIRED**", and "**REQUIRED**". If a Mandatory Requirement is not complied with, the proposal will be considered **non-responsive** and will not receive any further consideration. In the context of this RFP, Non-Responsive and Non-Compliant and Non-Valid shall each be taken to mean the same as the other.





PART 1 – GENERAL INFORMATION

3. Requirement Summary

Public Safety Canada (PS) has a requirement for digital signage connectivity, portal access, technical support and maintenance (InfoTV) as identified in Annex A of PART 6, Statement of Work.

4. Terms and Conditions of the resulting Contract

The general terms and conditions and clauses contained in Part 6 form part of this Request for Proposal document and any resulting contract, subject to any other express terms and conditions.

5. Period of Work

The period of the Contract is for a one (1) year period from date of contract award.

The Contractor grants to Canada the irrevocable option to acquire the services described at Annex A of the Contract under the same conditions and at the prices and/or rates stated in the Contract for up to four (4) one (1) year periods. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment. The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

6. Contracting Authority

Denise Desserud Contracting and Procurement Officer Public Safety Canada 269 Laurier Avenue West, 13th Floor Ottawa, Ontario K1A 0P9 Tel: 613-990-2614 Fax: 613-954-1871 Email: ps.contractunit-unitedecontrats.sp@canada.ca

The Contracting Authority is responsible for all matters of a contractual nature.

7. Inspection/Acceptance

All work to be performed and all deliverables to be submitted for the proposed Contract shall be subject to inspection by and acceptance of the Project Authority designated therein.

8. 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 suggestion, 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 seven (7) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.





PART 1 – GENERAL INFORMATION

9. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 10 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone, or in person.

10. Security

There is no security requirement identified.





PART 2 – BIDDER INSTRUCTIONS AND CONDITIONS

1. Enquiries - solicitation stage

All enquiries or issues concerning this procurement must be submitted in writing to the Contracting Authority named in Part 1, as early as possible within the bidding period.

Enquiries and issues must be received by the Contracting Authority no later than five (5) business days prior to the bid closing date specified on the cover page of this RFP document to allow sufficient time to provide a response. Enquiries or issues received after that time may not be able to be answered prior to the bid closing date. To ensure consistency and quality of information provided to Bidders, the Contracting Authority will provide, simultaneously to all bidders to which this solicitation has been sent, any information with respect to significant enquiries received and the replies to such enquiries without revealing the sources of the enquiries.

It is the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary, prior to submitting a bid.

A <u>request for a time extension</u> to the bid closing date will be considered provided it is received in writing by the PS Contracting Authority at least five (5) working days before the closing date shown on page 1 of this RFP document. The request, if granted, will be communicated by Buy and Sell at least three (3) working days before the closing, showing the revised closing date. The request, if rejected, will be directed to the originator at least three (3) working days before the closing date by the PS Contracting Authority.

2. Right to Negotiate or Cancel

Rights of Canada

Canada reserves the right to:

- (a) Reject any or all bids received in response to the bid solicitation;
- (b) Enter into negotiations with bidders on any or all aspects of their bids;
- (c) accept any bid in whole or in part without negotiations;
- (d) Cancel the bid solicitation at any time;
- (e) reissue the bid solicitation;
- (f) if no responsive bids are received and the requirement is not substantially modified, reissue the bid Solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and,
- (g) Negotiate with the sole responsive Bidder to ensure best value to Canada.

3. Proposal Validity Period

Proposals submitted in response to this Request for Proposal will remain open for acceptance for a period of not less than one hundred and twenty (120) days from the closing date of the bid solicitation, unless otherwise indicated by Canada in such bid solicitation.

4. Terms and Conditions of Request for Proposal and Resulting Contract

The proposal must be signed by the Bidder or by an authorized representative of the Bidder. The signature indicates that the Bidder agrees to be bound by the instructions, clauses and conditions in their entirety as they appear in this RFP. No modification or other terms and conditions included in the bidder's proposal will be applicable to the resulting contract notwithstanding the fact that the Bidder's proposal may become part of the resulting contract. Provision of Signed Page 1 of this RFP may serve as an acceptance to be bound by the instructions, clauses and conditions in their entirety as they appear in this RFP.





PART 2 – BIDDER INSTRUCTIONS AND CONDITIONS

4.1 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 issued by Public Works and Government Services Canada (PWGSC).

The Manual is available on the PWGSC Website: <u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/all</u>

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

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

However any reference to Public Works and Government Services Canada or its Minister contained in these terms and conditions shall be interpreted as reference to Public Safety Canada or its Minister.

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

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

5. Status and Availability of Resources

The Bidder's signature indicates that, should the Bidder be authorized to provide the services under any contract resulting from this solicitation, the persons proposed in its bid shall be available to commence performance of the Work required by the Project Authority and at the time specified herein or agreed to with the Project Authority.

If the Bidder has proposed any person in fulfilment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that it has the written permission from such person to propose the services of such person in relation to the Work to be performed in fulfilment of this requirement and to submit such person's résumé to the Contracting Authority.

The Project Authority reserves the right to interview any personnel resources proposed to be assigned to the contract and at no cost to the Department to confirm the knowledge and experience claimed.

6. Internal Approvals

Bidders should note that all Contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount. Notwithstanding that a Bidder may have been recommended for Contract award, issuance of any Contract will be contingent upon internal approval in accordance with Canada's policies. If such approval is not given, no Contract will be awarded.





PART 2 – BIDDER INSTRUCTIONS AND CONDITIONS

7. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.





PART 3 – PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES

1. **Proposal Preparation Instructions:**

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

- Section I: Technical Offer (4 hard copies and 1 soft copies on CD OR USB)
- Section II: Financial Offer (1 hard copy)
- Section III: Certifications (Part 5 Certifications) (1 hard copy)

NOTE: Failure to include a financial and/or technical proposal at time of submission will result in the bid being deemed non-compliant and will not be evaluated

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 offer only. No prices must be indicated in any other section of the offer. 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 <u>Policy on</u> <u>Green Procurement (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html</u>). 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.

Bids submitted by e-mail or fax will NOT be accepted.

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

1.1 Section 1: Preparation of Technical Proposal:

In the Technical Proposal, the Bidder should demonstrate its understanding of the requirements of the Statement of Work in **Annex A of Part 6**, and how the requirements of **Part 4 will be met.**

Four (4) printed copies and One (1) electronic version of the Technical Proposal are required. THE TECHNICAL PROPOSAL MUST EXCLUDE ANY REFERENCE TO FINANCIAL INFORMATION RELATIVE TO THE COSTING OF THE PROPOSAL.

1.2 Section 2: Preparation of Financial Proposal:

- 1.2.1 <u>Only a single copy of the financial proposal is required.</u> Bidders are requested to submit their financial proposal (single copy) in an envelope **separate from** their technical proposal.
- 1.2.2 The Financial Proposal must include the pricing table provided in **Part 4** to this solicitation.





PART 3 – PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES

1.3 Section 3: Certifications (Part 5): one (1) copy

Only a single copy of the completed and signed certifications is required.

2. Submission of Proposals

Your proposal is to be addressed as follows and <u>must be received on or before 2:00 PM EDT</u>, <u>November 28, 2016</u>. Please ensure that all envelopes/boxes, etc are marked URGENT.

Denise Desserud Contracting and Procurement Section Public Safety Canada 340 Laurier Avenue West, 1st Floor Mailroom Ottawa, Ontario, K1A 0P9 Tel: 613-990-2614 Fax: 613-954-1871 Email: denise.desserud@canada.ca

All by hand deliveries <u>must</u> be made to the mailroom located on the ground floor at 340 Laurier Avenue West, Ottawa. <u>If hand delivering, bidder must ensure that the proposal is time and date</u> <u>stamped to confirm adherence to the deadline. Entrance is on Gloucester at shipping door, behind</u> the building

3. Evaluation Procedures:

Proposals will be evaluated in accordance with the Evaluation Procedures and Criteria specified in Part 4.

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. Failure to submit a financial and/or technical proposal with the bidder's submission shall result in the bid being deemed non-compliant and will not be evaluated.
- (b) An evaluation team *maybe* composed of representatives of Canada.

The evaluation team reserves the right but is not obliged to perform any of the following:

- a) Seek clarification or verify any or all information provided by the Bidder with respect to this RFP;
- b) Contact any or all of the references supplied and to interview, at the sole costs of the Bidder, the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirement, on 48 hours notice, to verify and validate any information or data submitted by the Bidder.

Contractor Selection Method is outlined in Part 4 Article 5.





1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team will evaluate the bids.

The evaluation team reserves the right, but is not obliged, to perform any of the following:

Seek clarification or verify any or all information provided by the Bidder with respect to this RFP.

2 Experience:

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirements, or reusing the same wording as the RFP, will not be considered "demonstrated" for the purposes of this evaluation. <u>The Bidder must</u> provide complete details as to where, when, month and year, and how, through which activities / responsibilities, the stated qualifications / experience were obtained.

Experience gained during formal education shall not be considered work experience. All requirements for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

When completing the resource grids the specific information which demonstrates the requested criteria should be in the grid. The reference to the page and project number should also be provided so that the evaluator can verify this information. It is not acceptable that the grids contain all the project information from the résumé, only the specific answer should be provided.

Bidders are advised that the month(s) of experience listed for a project in which the timeframe overlaps that of another referenced project will only be counted once PER RESOURCE. For example: Project #1 timeframe is July 2001 to December 2001; Project #2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

Bidders are also advised that the experience is as of the closing date of the Request for Proposal. For example, if a given requirement states "The proposed resource must have a minimum of three (3) years' experience, within the last six (6) years, working with Java", then the six (6) years are accounted for as of the closing date of the RFP.





PROPOSALS NOT MEETING THE MANDATORY REQUIREMENTS BELOW WILL BE GIVEN NO FURTHER CONSIDERATION

3 MANDATORY REQUIREMENTS

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

Any bid which fails to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion will be addressed separately.

The Bidder must *provide sufficient detail to clearly demonstrate* <u>how</u> they meet each mandatory requirement below. Bidders are advised that only listing experience without providing any supporting data and information to describe responsibilities, duties and relevance to the requirements, or reusing the same wording as the RFP, will not be considered "demonstrated" for the purpose of this evaluation.





ltem	Mandatory Technical Criterion	Bidder's R	esponse
M1	The Bidder must submit a signed proposal as per the "Acceptance of Terms and Conditions" clauses, Part 2, Article 4 of the Request for Proposal.	MEETS	DOESN'T MEET
M2	Experience with Providing Digital Signage Connectivity, Web Based Portal Access, Technical Support and Maintenance	MEETS	DOESN'T MEET
	The Bidder must demonstrate that they have completed at least 2 projects providing cellular connectivity, web based portal access, technical support, and maintenance for digital signage systems within the past 2 years.		
	Submit Form A: "Summary Listing of the Experience" to substantiate response to this criterion found at Appendix 1 of Part 4. List only projects that comply with this criterion		
M3	The Bidder must confirm cellular connectivity (3G/4G) for the following locations:	MEETS	DOESN'T MEET
	- 269 Laurier Avenue West, Ottawa Ontario		
	- 340 Laurier Avenue West, Ottawa Ontario		
	- 257 Slater Street, Ottawa Ontario		
	- 425 Bloor St East, Toronto, Ontario		
	- 800 Square Victoria Street, Montreal, Quebec		
	 21 Mount Hope Avenue, Dartmouth, Nova Scotia 		
	- 363 Broadway Street, Winnipeg, Manitoba		
	 3292 Production Way, Burnaby, British Columbia 		

As per SACC manual clause 2003, the following definition applies for the purpose of the evaluation of mandatory criteria:

Definition of Bidder*

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

PROPOSALS NOT MEETING THE ABOVE MANDATORY REQUIREMENTS WILL BE GIVEN NO FURTHER CONSIDERATION.





4 Point Rated Technical Criteria

Proposals will be evaluated and scored in accordance with specific evaluation criteria detailed in this section.

The Bidder must *provide sufficient detail to clearly demonstrate* how they meet each point-rated requirement below. Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirements, or reusing the same wording as the RFP, will not be considered "demonstrated" for the purpose of this evaluation.

NOTE: If the bidder's technical proposal does not score (15/24) or more of the rated technical criteria, the bidder's proposal will be deemed non-compliant.

	Description of Criteria	Max Pts	Points Brea	Points Breakdown				
R1	Description of Criteria Understanding The Bidder should identify two (2) issues deemed the most significant obstacles to successfully achieving the mandate's objective and a proposed means of resolution for each.	Max Pts 24 points	SCORING:	Up to 12 points			d for <u>each</u> identified o the following scale: Condition The response strategy is deemed to avoid / significantly mitigate the issue and is resource-efficient The response strategy is deemed to somewhat mitigate the issue and is viable The response strategy is deemed to neither significantly	Bidder's Response
			issues x	(max 25% + 25% nse should not	%) = 10 exceed laximu	00%). d one (1) m points	-	

5. Contractor Selection Method Basis of Selection - Highest Combined Rating of Technical Merit 50% and Price 50%

5.1 To be declared responsive, a bid must:





- (a) comply with all the requirements of the bid solicitation;
- (b) meet all the mandatory evaluation criteria; and
- (c) obtain the required minimum number of points specified in Article 4 for the point rated technical criteria.
- 5.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.
- 5.3 The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i): **PSi = LP / Pi x 50.** Pi is the evaluated price (P) of each responsive bid (i).
- 5.4 A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i): **TMSi = OSi x 50.** OSi is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Article 4, determined as follows: total number of points obtained / maximum number of points available.
- 5.5 The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows: **CRi = PSi + TMSi**
- 5.6 The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in Article 4 will be recommended for award of a contract.
- 5.7 Prior to awarding the contract, cellular connectivity (3G/4G) must be tested and proven to be strong at each of the locations of the digital units as noted in Annex A of Part 6.
- 5.8 The table below illustrates an example where the selection of the contractor is determined by a 50/50 ratio of the technical merit and price, respectively.

Basis of Selection - Highest Combined Rating of Technical Merit (50%) and Price (50%)

	-		
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	76	82	88
Bid Evaluated Price	C\$50,000	C\$55,000	C\$60,000
Calculations	Technical Merit Points	Price Points	Total Score
Bidder 1	76 / 100 x 50 = 38	50,000* / 50,000 x 50 = 50.00	88.00
Bidder 2	82 / 100 x 50 = 41	50,000* / 55,000 x 50 = 45.45	86.45
Bidder 3	88 / 100 x 50 = 44	50,000* / 60,000 x 50 = 41.67	85.67

* represents the lowest evaluated price. In this example above, Bidder 1 is the Bidder that has obtained the highest combined rating of Technical Merit and Price.





6. FINANCIAL PROPOSAL

The Bidder must complete the following tables and supply the per diem rate in Canadian dollars that will be applicable to each resource and provide a detailed breakdown of the total quoted price that the Bidder plans to utilize to fulfill the requirements of the contract in the following format:

6.1 Pricing Schedule

6.1.1 Initial Contract Period (one year from contract award)

Des	cription	inclu	n all Isive rate*	Period	Total Price
Services indicated in Statement of Work	n Part 6, Annex A	-		12 months	
TOTAL FIRM PRICE:					

6.1.2 First Optional Period

Description	inclu	n all usive rate*	Period	Total Price
Services indicated in Part 6, Annex A – Statement of Work			12 months	

6.1.3 Second Optional Period

Description	Firm inclu Unit	sive	Period	Total Price		
Services indicated in Part 6, Annex A – Statement of Work			12 months			
TOTAL FIRM PRICE:						

6.1.4 Third Optional Period

Description	inclu	n all Isive rate*	Period	Total Price
Services indicated in Part 6, Annex A – Statement of Work			12 months	
	AL FIRM PRICE:			





6.1.5 Fourth Optional Period

Description	in	irm all clusive hit rate*	Period	Total Price
Services indicated in Part 6, Anr Statement of Work	nex A –		12 months	

*Firm all inclusive unit rates are firm and all inclusive of overhead, profit and expenses such as travel and time to the NCR facilities.

The Bidder's financial proposal must be submitted in Canadian Funds, GST/HST excluded, FOB Destination, customs duties and excise tax included.

The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable. The price of bids will be evaluated in Canadian dollars, Goods and Services Tax (GST) excluded FOB destination, Customs duties and Excise taxes included.

NOTE: Prices must only appear in the Financial Bid and in no other part of the bid Bidders should note the basis of payment is defined in Part 6 – Resulting Contract Clauses



APPENDIX 1 to PART 4 – TEMPLATE FOR EVALUATION CRITERIA

1. SUBMISSION RESPONSE FORMS

- 4.1 Substantiation of compliance to individual criteria should employ the formatting contained in the following forms, as requested by individual criteria. Note that Bidders may use more space than is illustrated in the form template, respecting any page limits identified in the individual criteria.
- 4.2 Form A: "Summary Listing of the Experience"

#	Start mmm-yy	End mmm-yy	Client Organization	Project / Program	Resource Role	Services Provided

- Notes: 1 "#' signifies the number of the assignment based on chronological order from most recent first to least recent last (within the period during which experience must be substantiated – it is not necessary to list assignments prior to the period during which experience will be evaluated). Each assignment must be distinct; i.e. each must have been performed under a different contract and/or for a different client organization. Otherwise, the related assignments should be listed together on the same line.
 - 2 'Start Year' signifies the year in which the proposed resource began working on the project or program, not the year in which the project or program began.
 - 3 'End Year' signifies the year in which the proposed resource stopped working on the project or program, not the year in which the project or program ended.
 - 4 'Client Organization' signifies the organization commissioning and funding the assignment, not the organization for which the proposed resource was an employee (unless the assignment was an internal project).
 - 5 'Project/Program' signifies the name of the project or program in support of which the proposed resource provided his/her services. It is not necessary to provide a description of the project or program as long as name is sufficiently descriptive and details regarding the project or program are provided in the proposed resource's CV.
 - 6 'Resource Role' signifies the principal capacity in which the resource provided services on the assignment.
 - 7 'Services Provided' signifies a brief description of the services provided by the proposed resource as their contribution toward the assignment.





Part 6 Certifications

<u>Bidders must provide the required certifications to be awarded a contract</u>. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify the bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Certifications Required with Bid

The certification included in Articles 1.1 and 1.2 to Part 5, Certifications, must be duly completed and submitted by the Bidder as part of its bid. Should this not be part of the Bidder's proposal, the Contracting Authority reserves the right to request the certification prior to evaluations. Failure to provide the certification within the prescribed timeframe may result in disqualification.

1.1. CERTIFICATION 1A – ACCEPTANCES OF TERMS AND CONDITIONS

I, the undersigned, as the Bidder and/or an authorized representative of the Bidder, hereby certify that by signing the proposal submitted in response to **RFP 201702161** that I agree to be bound by the instructions, clauses and conditions in their entirety as they appear in this RFP. No modifications or other terms and conditions included in our Proposal will be applicable to the resulting contract notwithstanding the fact that our proposal may become part of the resulting contract.

-

1.2 CERTIFICATION 1B Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

Digital Signage Connectivity, Portal Access, Technical Support and Maintenance (InfoTV)



Date:



2. Certifications Precedent to Contract Award

The certifications included below, should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed or submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

2.1 CERTIFICATION 2

CERTIFICATION OF EDUCATION / EXPERIENCE:

"The bidder hereby certifies that all the information provided in the résumés and supporting material submitted with the bid, particularly as this information pertains to education, achievements, experience and work history, has been verified by the bidder to be true and accurate. Furthermore, the bidder warrants that the individuals proposed by the bidder for the requirement are capable of satisfactorily performing the work described herein."

Name of Bidder

Name of duly authorized representative of Bidder

Signature of duly authorized representative of Bidder

Date

2.2 CERTIFICATION 3- Certification of Availability and Status of Personnel

2.2.1 Availability of Personnel:

The Bidder certifies that, should it be authorized to provide services under any contract resulting from this solicitation, the persons proposed in its proposal shall be available to commence performance of the Work as required by the Project Authority and at the time specified herein or agreed to with the Project Authority.

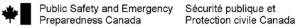
If the Bidder has proposed any person in fulfillment of this requirement who is not an employee of the Bidder, the Bidder must submit one copy of the following certification for each non-employee proposed.

(signature)

(Name and Title)

(Date)





2.2.2 This section is to be completed only if bidder is proposing any person in fulfillment of this requirement who is not an employee of the bidder.

One copy of this certification must be submitted for each non-employee proposed.

AVAILABILITY AND STATUS OF PERSONNEL

"I, ______(name of proposed candidate), certify that I consent to my résumé being submitted on behalf of ______ (name of firm) in response to the Request for Proposal ______(RFP number)."

Signature of Proposed Personnel

Date

2.3 CERTIFICATION 4- 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://publiservice.gc.ca/services/fcp-pcf/index_f.htm) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

2.4 CERTIFICATION 5– CONFLICT OF INTEREST

Canada may have engaged the assistance of private sector contractors in the preparation of this solicitation. Responses to this solicitation from any such contractor or with respect to which any such Bidder or any of its subcontractors, employees, agents or representatives are in any manner directly involved will be deemed to be in conflict of interest (real or perceived) and will not be considered. The Bidder represents and certifies that is has not received, nor requested, any information or advice from any such contractor or from any other company or individual in any way involved in the preparation of this solicitation or in the definition of the technical requirement. The Bidder further warrants and certifies that there is no conflict of interest as stated above.

Signature

Date

2.5 CERTIFICATION 6 – FORMER PUBLIC SERVANT

Former Public Servant Certification

Contracts with 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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.





Definitions

For the purposes of this clause,

"former public servant" means a 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 and includes:

a) an individual;

b) an individual who has incorporated;

c) a partnership made up 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 Public Service.

"Pension" means a pension payable pursuant to the *Public Service Superannuation Act, R.S.*, 1985, c. P-36 as indexed pursuant to the *Supplementary Retirement Benefits Act,* R.S., 1985, c. S-24.

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? **YES() NO()**

If so, the Bidder must provide the following information:

a) name of former public servant,; and

b) date of termination of employment or retirement from the Public Service.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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,;

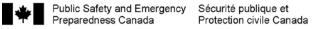
e) rate of pay on which lump sum payment is based,;

f) period of lump sum payment including start date, end date and number of weeks;, and

g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including Goods and Services Tax or Harmonized Sales Tax.





STATEMENT:

I, the undersigned, as a director of the Bidder, hereby certify that the information provided on this form and in the attached proposal are accurate to the best of my knowledge.

Name (block letters):

Title: _____

Signature: _____

Telephone number: () _____

Fax number: () _____

The above-named individual will serve as intermediary with Public Service Canada





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

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the bidder's technical proposal in response to RFP **201702161**

2. 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 issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website:

http://sacc.pwgsc.gc.ca/sacc/index-e.jsp.

2.1 General Conditions

2035 – (2016-04-04), General Conditions - Higher Complexity – Services

However any reference to Public Works and Government Services Canada or its Minister contained in these terms and conditions shall be interpreted as reference to Public Safety Canada or its Minister

3. Security Requirement

This document is UNCLASSIFIED, however;

- 3.1 The Contractor shall treat as confidential, during as well as after the performance of the services contracted for, any information of the affairs of Canada of a confidential nature to which its servants or agents become privy; and
- 3.2 Contract personnel requiring casual access to the installation site do not require a security clearance but may be required to be escorted at all times.

4. Term of Contract

4.1 Period of Contract

The period of the Contract is for a one (1) year period from date of contract award.

4.2 Optional Services

The Contractor grants to Canada the irrevocable option to acquire the services described at Annex A of the Contract under the same conditions and at the prices and/or rates stated in the Contract for four (4) one (1) year periods. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.





The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Denise Desserud Contracting and Procurement Officer Program Services Public Safety Canada 340 Laurier, Ave. West Ottawa, Ontario, K1A 0P8

Tel: 613-990-2614 Fax: 613-954-1871 Email: denise.desserud@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 **Project Authority**

The Project Authority for the Contract is:

To be identified at Contract award.

Name of Project Authority Title Department Branch / Directorate Address Telephone: Facsimile: E-mail address:

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





5.3 Contractor's Representative

To be determined.

Name of Contractor's Representative Title Telephone: Facsimile: E-mail address:

6. Payment

6.1 Basis of Payment – Firm Fixed Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____ (*insert amount at contract award*). Customs duties are included and Applicable Taxes are extra.

7. SACC Manual Clauses

A9117C	(2007-11-30)	T1204 - Direct Request by Customer Department
C6000C	(2011-05-16)	Limitation of Price

8. Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in Section 12 of, 2035 General Conditions - Services.

Additional Invoicing Instructions.

An invoice for a payment cannot be submitted until all Work identified on the invoice is completed.

Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the release document and any other documents as specified in the Contract;

Invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded to the following address for certification and payment:

Attn: Project Authority (to be identified at contract award) Public Safety Canada <u>PS.InvoiceProcessing-TraitementDesFactures.SP@ps-sp.gc.ca</u>

(b) One copy must be forwarded to the contract authority identified in article 5 of the contract entitled "Authorities"





9. Certifications

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

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in ______. (Insert the name of the province or territory as specified by the Bidder in its bid, if applicable.)

11. **Priority of Documents**

If there is a discrepancy between the wordings 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 General Conditions 2035 (2016-04-04), General Conditions Higher Complexity Services
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment
- (e) the Contractor's bid dated _____ (insert date of bid), as amended_____ (insert date(s) of amendment(s) if applicable) in response to RFP **201702161**

12. Work Permit and Licenses

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation.

The Contractor is responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor will provide a copy of any such permit, license, or certificate to Canada.

13. Conflict of Interest

In order to provide impartial and objective advice to Canada and to avoid any real or apparent conflict of interest, the Contractor represents and warrants that any proposed individual(s) assigned to perform any work under the contract must not be in a situation of conflict of interest that would render it unable to provide impartial assistance or advice to Canada, or affect or otherwise impair its objectivity in performing the work.

14. Conflict of Interest- Other Work

The Contractor, during and after the period of performance of the Contract agrees that:

a) it must not bid for any contract to be let as a result of a solicitation where any work performed by the Contractor under this Contract creates a real or apparent conflict of interest or unfair advantage over





other potential suppliers for any resulting contract(s), and must not participate as a subcontractor or consultant in the preparation of any other Bidder's tender or proposal for such a resulting contract; and

- b) it must not bid for any contract where the Contractor, in its work performed under this Contract, is required to assist Canada in evaluating the bids or in overseeing performance of a resulting contract, and must not participate as a subcontractor or consultant in the preparation of any other Bidder's tender or proposal for such a resulting contract; and
- c) if its work under the subject Contract involved access to information that would for any reason create a real or apparent conflict of interest or unfair advantage over other potential suppliers for any resulting contract(s), the Contractor must not bid for any of that resulting contract(s) or participate as a subcontractor or consultant in the preparation of any other Bidder's tender or proposal for any resulting contract;

Canada will disqualify any bid from the Contractor (or any entity that either controls or is controlled by the Contractor or, together with the Contractor, is under the common control of a third party, as well as such third party) for contracts as described in this clause, in respect to which Canada determines, at its sole discretion, that the bidder's involvement in this Contract, whether direct or indirect, has resulted in a real or apparent conflict of interest or unfair advantage over other suppliers for the work subject to the solicitation.

15. Non-Permanent Resident

Non-Permanent Resident

The Contractor is responsible for compliance with the immigration requirements applicable to nonpermanent residents entering Canada to work on a temporary basis in fulfillment of this Contract. The Contractor will be responsible for all costs incurred as a result of noncompliance with immigration requirements.

16. International Sanctions

16.1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

Details on existing sanctions can be found at: <u>http://www.dfait-maeci.gc.ca/trade/sanctions-en.asp</u>

- 16.2. It is a condition of this Contract that the Consultant not supply to the Government of Canada any goods or services which are subject to economic sanctions.
- 16.3. By law, the Consultant must comply with changes to the regulations imposed during the life of the Contract. During the performance of the Contract, should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Consultant, the situation will be treated by the Parties as a force majeure. The Consultant shall forthwith inform Canada of the situation; the procedures applicable to force majeure shall then apply.





17. Canada Facilities, Equipment, Documentation & Personnel

Access to the following Canada facilities, equipment, documentation and personnel may be required during the Contract period in order to perform the work:

- a. Client department's premises;
- b. Client department's computer systems;
- c. Documentation; and
- d. Personnel for consultation.

Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. The Contractor is responsible for timely identification of the need for access to the referenced facilities, equipment, documentation and personnel.

Subject to the approval of the Project Authority, arrangements will be made for the Contractor to access the required facilities, equipment, documentation and personnel at the Client department's earliest convenience.

18. Insurance

The Contractor is responsible to decide if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor will be at its own expense and for its own benefit and protection. It will not release the Contractor from or reduce its liability under the Contract.





ANNEX A – STATEMENT OF WORK

1. TITLE

Digital Signage Connectivity, Portal Access, Technical Support and Maintenance (InfoTV)

2. OBJECTIVE

Public Safety Canada (PS) currently has a requirement for a company to provide cellular connectivity, web based portal access, technical support and maintenance for the department's digital signage system (InfoTV).

3. BACKGROUND

Public Safety Canada is Canada's lead department with the mandate to keep Canadians safe from a range of risks such as natural disasters, crime and terrorism. Public Safety Canada works with other federal departments, other levels of government, first responders, community groups, the private sector and other countries to achieve its objectives. The Department plays a key role in developing policies, delivering programs and ensuring cohesion and integration on policy and program issues within the Public Safety Portfolio, which includes: national security, emergency management, law enforcement, border management, corrections, and crime prevention. Public Safety Canada has five regional offices which are located in Toronto, Montreal, Dartmouth, Winnipeg and Burnaby.

InfoTV is the department's digital signage system and is one of the primary methods of communicating important information to employees across all regional offices. The slides that appear on InfoTV provide basic information and direct employees to visit the department's intranet site to get full information on the initiatives being promoted.

This service is currently being provided by Telus Communications, via a sole source contract, which is expiring fall 2016.

The mandate of the project is to have continued operation of the department's digital signage system.

4. **REQUIREMENTS**

The Contractor must provide services for the following requirements:

- 4.1 Guaranteed connectivity, support and maintenance for 20 digital units across Canada. Cellular connectivity (3G/4G) must be tested and proven to be strong at each of the locations of the digital units before any contract is signed.
 - 15 in Ottawa, Ontario
 - o 11 at 269 Laurier Ave West
 - o 3 at 340 Laurier Ave West
 - o 1 at 257 Slater St
 - 1 in Toronto, Ontario
 - 425 Bloor St East
 - 1 in Montreal, Quebec
 - o 800 Rue du Square-Victoria





ANNEX A – STATEMENT OF WORK

- 1 in Dartmouth, Nova Scotia
 - o 21 Mount Hope Avenue
- 1 in Winnipeg, Manitoba
 363 Broadway Street
- 1 in Burnaby, British Columbia
 - o 3292 Production Way
- 4.2 System must be compatible with Public Safety Canada's existing digital signage equipment or the equipment must be replaced by the supplier as part of the contract at no cost to the Government of Canada.
 - 42" LG HD screens
 - Media Player: LG Model MP500-AD8H.AU8GLH
 - Cellular Router: Cradlepoint Technology Model: IBR600
- 4.3 Content must be housed in a cloud based system (i.e. conducted via a web based portal that is accessible from anywhere) that is external to the Public Safety Canada network. Access to a test account must be provided to allow Public Safety to test functionality of the web portal.
- 4.4 The online portal for content management must be completely compatible with Internet Explorer 11.
- 4.5 1 GB of download content bandwidth, per player/per month, with the option of increasing the limit and a bracket listing for data usage overages and/or a flexible package for data usage.
- 4.6 Content must be encrypted when uploaded to the portal and when transmitted to players.
- 4.7 System must be capable of displaying JPEG images, PNG images, HD video files and ticker tape content.
- 4.8 Any required software, firmware or hardware upgrades throughout the contract period must be completed at no cost to the Government of Canada.
- 4.9 Every component of the system must be covered against any malfunction or failure. In the event of a breakdown, all aspects of the repair and/or replacement of equipment must be covered under the contract, at no cost to the Government of Canada. Repairs to existing equipment must be conducted within three (3) business days. Equipment must be replaced within five (5) business days.
- 4.10 Capacity and scalability to add digital signage in locations throughout Canada during the term of the contract.
- 4.11 Dedicated technical support must be accessible during normal business hours from Monday to Friday, between the hours of 8:00am and 5:00pm (ET). This support must proactively monitor the system status (not content) of each endpoint. Should an issue arise, the team must identify and notify the client (Public Safety Canada) and work quickly and efficiently to solve any problems within a 24 hour period.
- 4.12 System must have an automated error reporting function that sends an email to any identified Public Safety system operators when a unit goes down, loses connectivity or experiences any technical issues.





ANNEX A – STATEMENT OF WORK

All services provided by the Contractor under the Contract must, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. If the Contractor must correct or replace the work or any part of the work, it will be at no cost to the Government of Canada.

5. LOCATION OF WORK

5.1 The Contractor will be expected to conduct the work at their own facilities; however the contractor's resources must be available to participate in meetings at Public Safety Canada's facilities in Ottawa, ON as required. These meetings may either be in person or via teleconference as determined by the PS Project/Technical Authority.

- and -

All maintenance work and repairs must be carried out at Public Safety Canada's facilities across Canada depending on which units require maintenance and must be carried out during normal business hours from Monday to Friday, between the hours of 8:00am and 5:00pm local time.

5.2 Public Safety Canada will not accept any travel and/or living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.

6. LANGUAGE OF WORK

6.1 All communications with Public Safety Canada staff must be performed in either official language (*English or French*).





ANNEX B - BASIS OF PAYMENT

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract.

(to be filled in at contract award):

Canadian Customs Duty and GST/HST extra.

All deliverables are F.O.B. Destination, and Canadian Customs Duty included, where applicable.

Definition of a Day/Proration: A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked ("Days_worked", in the formula below) which is less than a day will be prorated to reflect actual time worked in accordance with the following formula:

 $Days_worked = \frac{Hours_Worked}{7.5_hours_per_day}$

2 Method of Payment

Canada will pay the Contractor on a monthly basis for work performed during the period, covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

3. Payment Period

- 3.1. Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section entitled Interest on Overdue Accounts of the general conditions.
- 3.2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within fifteen (15) days will only result in the date specified in subsection 1 of the clause to apply for the sole purpose of calculating interest on overdue accounts.

4. GOOD AND SERVICES TAX (GST) / HARMONIZED SALES TAX (HST)

All prices and amounts of money in the Contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price and will be paid by Canada.





ANNEX B – BASIS OF PAYMENT

The estimated GST or HST is included in the total estimated cost. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

