



**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

Scientific, Medical and Photographic Division / Division de
l'équipement scientifique, des produits photographiques et
pharmaceutiques
11 Laurier St./ 11 rue, Laurier
6B1, Place du Portage
Gatineau, Québec K1A 0S5

Title - Sujet Diagnosis and Repair of Fiberscopes	
Solicitation No. - N° de l'invitation 47419-183272/A	Date 2017-01-23
Client Reference No. - N° de référence du client 1000333272	
GETS Reference No. - N° de référence de SEAG PW-\$\$PV-883-72274	
File No. - N° de dossier pv883.47419-183272	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-03-06	Time Zone Fuseau horaire Eastern Standard Time EST
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: Saunders, Lynda	Buyer Id - Id de l'acheteur pv883
Telephone No. - N° de téléphone (873) 469-3191 ()	FAX No. - N° de FAX (819) 956-3814
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

1.1 Statement of Work

The Work to be performed is detailed under Annex A – Statement of Work

1.2 Debriefings

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

1.3 Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 90 days

2.1.1 SACC Manual Clauses

[B1000T](#) (2014-06-26) Condition of Material

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit at the location specified below, by the date, time and place indicated on page 1 of the bid solicitation.

Bid Receiving - PWGSC

Place du Portage, Phase III, Tower B
11 Laurier Street
Gatineau, Quebec
For couriers: J8X 4A6
For regular mail: K1A 0S5

Telephone: (819) 956-3370
Fax No.: (819) 997-9776

The above address is for the sole purpose of bid submission. No other communications are to be forwarded to this address.

No proposal shall be sent directly to the PWGSC Contracting Authority. Proposals sent directly to the PWGSC Contracting Authority will not be considered.

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copies) and 3 soft copies on flash drive or portable hard-drive. All soft copies of documents must be in searchable .pdf format.

Section II: Financial Bid (1 hard copy) and 1 soft copy on flash drive or portable hard-drive.

Section III: Certifications (1 hard copy) and 1 soft copy on flash drive or portable hard-drive.

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

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

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

3.1.1 Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the Annex A - Statement of Work of 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.

In addition, Bidders must also provide all information to demonstrate compliance to the mandatory Technical Evaluation Criteria as specified under Attachment 1 to Part 4.

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 in form and format defined in Attachment 1 to Part 4.

Failure to provide any of the information requested in the document, or failure to provide data requested to substantiate any claim may result in the Bid being deemed non-compliant.

The technical bid consists of the following:

- (a) **Approach & Methodology:** The Bidder must provide its proposed approach and methodology that it will use to meet all aspects of the scope of work detailed under Annex A – Statement of Work. The bidder should provide sufficient details to allow for a complete and full understanding of how tasks will be carried out.
- (b) **Customer References:** The Bidder must provide three references who must each confirm, and validate the information provided in their bid identified under PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION to which the Bidder has performed calibration and repair services identified under Annex A – Statement of Work.

3.1.2 Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment, in the spaces provided at Attachment 2 to Part 4 entitled "Calculation of Total Price."
- (b) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years.

3.1.2.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 1 to Part 3 - Electronic Payment Instruments, to identify which ones are accepted.

If Attachment 1 to Part 3 - Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2.2 Exchange Rate Fluctuation

SACC Manual clause [C3011T](#) (2013-11-06), Exchange Rate Fluctuation

3.1.3 Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

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ATTACHMENT 1 TO PART 3 OF THE BID SOLICITATION
ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument:

() Direct Deposit (Domestic and International);

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Evaluation Criteria

The mandatory technical evaluation criteria are detailed in Attachment 1 to Part 4.

4.1.2 Financial Evaluation

The financial evaluation will be conducted by calculating the Total Aggregated Bid Price in accordance with the pricing tables provided in Attachment 2 to Part 4 entitled "Calculation of Total Price".

Evaluation of Price - Bid

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP (various destinations) Incoterms® 2010, Canadian customs duties and excise taxes included.

Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

4.2 Basis of Selection

4.2.1 SACC Manual Clause [A0069T](#) (2007-05-25) - Basis of Selection

ATTACHMENT 1 TO PART 4 OF THE BID SOLICITATION

MANDATORY REQUIREMENTS (MR)

By Bid Solicitation closing date, the Bidder must comply with the following Mandatory Requirements and provide the necessary documentation to support compliance.

Any bid which fails to meet the following Mandatory Requirements will be deemed non-responsive and will not be given further consideration. Each requirement should be addressed separately.

Number	Mandatory Requirement	Bid Preparation Instructions	REFERENCE TO SUBSTANTIATION IN THE TECHNICAL BID.
MR1 - WORK EXPERIENCE	The Bidder must have a minimum of five (5) years of experience, from date of bid closing, in performing fiber optic repair services described in ANNEX A – STATEMENT OF WORK, to three (3) different customers.	<p>In order to demonstrate that the Bidder meets this requirement, the bid must include 3 customer references. As a minimum, the following information for each customer reference must be provided:</p> <ul style="list-style-type: none">i. Customer name and location;ii. Contact name and the customer, the current phone number and (or) current fax number and (or) e-mail address; andiii. Dates (month/year) during which the work was performed (start date and end date). <p>Canada may contact these references. The references will only be used to validate the information submitted by the Bidder.</p>	

ATTACHMENT 2 TO PART 4 OF THE BID SOLICITATION

CALCULATION OF TOTAL PRICE

For evaluation purposes only, the total price shall be established as follows. All quantities expressed below are estimates provided for evaluation purposes only, and, these estimates do not constitute a contract guarantee.

Table 1: Contract Period – Year 1 (commencing from date of contract award to 31 March 2018)

1.1 PRICING FOR REPAIR SERVICES

Manufacturer	Model	Estimated Hours per Year	Firm Hourly Rate	Extended Price (AxB)
		A	B	C
Optim	FreedomView FV6-40	80	\$ _____	\$ _____
Optim	FreedomView FV6-80	80	\$ _____	\$ _____
TOTAL FOR TABLE 1.1				\$ _____

1.2 PRICING FOR BATTERIES AND CHARGERS

	Estimated Quantities per Year	Firm Unit Price	Extended Price (AxB)
	A	B	C
Lithium ion battery for Freedomview FV6-40 and FV6-80 (3.6V 1850mAh)	10	\$ _____	\$ _____
Battery charger and adapter for lithium ion battery	10	\$ _____	\$ _____
TOTAL FOR TABLE 1.2			\$ _____

TOTAL COMBINED PRICE FOR TABLE 1 (TABLE 1.1 + 1.2)	\$ _____
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Table 2: Contract Period - Year 2 (1 April 2018 to 31 March 2019)

2.1 PRICING FOR REPAIR SERVICES

Manufacturer	Model	Estimated Hours per Year	Firm Hourly Rate	Extended Price (AxB)
		A	B	C
Optim	FreedomView FV6-40	80	\$ _____	\$ _____
Optim	FreedomView FV6-80	80	\$ _____	\$ _____
TOTAL FOR TABLE 2.1				\$ _____

2.2 PRICING FOR BATTERIES AND CHARGERS

	Estimated Quantities per Year	Firm Unit Price	Extended Price (AxB)
	A	B	C
Lithium ion battery for Freedomview FV6-40 and FV6-80 (3.6V 1850mAh)	10	\$ _____	\$ _____
Battery charger and adapter for lithium ion battery	10	\$ _____	\$ _____
TOTAL FOR TABLE 2.2			\$ _____

TOTAL COMBINED PRICE FOR TABLE 2 (TABLE 2.1 + 2.2)	\$ _____
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Table 3: Contract Period - Year 3 (1 April 2019 to 31 March 2020)

3.1 PRICING FOR REPAIR SERVICES

Manufacturer	Model	Estimated Hours per Year	Firm Hourly Rate	Extended Price (AxB)
		A	B	C
Optim	FreedomView FV6-40	80	\$ _____	\$ _____
Optim	FreedomView FV6-80	80	\$ _____	\$ _____
TOTAL FOR TABLE 3.1				\$ _____

3.2 PRICING FOR BATTERIES AND CHARGERS

	Estimated Quantities per Year	Firm Unit Price	Extended Price (AxB)
	A	B	C
Lithium ion battery for Freedomview FV6-40 and FV6-80 (3.6V 1850mAh)	10	\$ _____	\$ _____
Battery charger and adapter for lithium ion battery	10	\$ _____	\$ _____
TOTAL FOR TABLE 3.2			\$ _____

TOTAL PRICE FOR TABLE 3 (TABLE 3.1 + 3.2)	\$ _____
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TOTAL AGGREGATED BID PRICE (Sum of Tables 1, 2 and 3)	\$ _____
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PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

5.1 Certifications Required with the Bid

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder. Complete ATTACHMENT 1 TO PART 5.

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

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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.

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pv883
CCC No./N° CCC - FMS No./N° VME

ATTACHMENT 1 TO PART 5 OF THE BID SOLICITATION
COMPLETE LIST OF DIRECTORS

Name	Position
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Statement of Work

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

6.2.1 Task Authorization

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

6.2.1.1 Task Authorization Process

1. The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex C.
2. The Task Authorization (TA) or revision to a Task Authorization will contain the following information:
 - i. the authorized task number or task revision number(s);
 - ii. a title or a brief description of each authorized task;
 - iii. the start and completion date of each authorized task
 - iv. the specific delivery location; and
 - v. the firm unit price or hourly rate payable to the Contractor.
3. The Contractor must not charge Canada anything more than the price set out in the TA unless Canada has issued a revision to the Task Authorization authorizing the increased expenditure. 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 being incorporated into the Work.

6.2.1.2 Task Authorization Limit

The Technical Authority may authorize individual task authorizations or revisions to a task authorization up to a limit of \$20,000, Applicable Taxes included, inclusive of any revisions.

Any task authorization or revision to a task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

6.2.1.3 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 5%.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

6.1.2.4 Periodic Usage Reports - Contracts with Task Authorizations

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

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

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

The quarterly periods are defined as follows:

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

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

6.1.2.5 Reporting Requirement- Details

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

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

6.3 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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2030 (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to 31 March 2020.

6.4.2 Delivery

Delivery of all authorized tasks must be completed within the timeframe stated in each approved task authorization.

6.4.3 Delivery Points

6.4.3.1 Equipment Shipped for Repair Services

Equipment to be sent for repair services (as identified in Annex A) are to be shipped to the following address:

Contractor's address: (to be inserted at time of contract award)

6.4.3.2 Return Shipment of Equipment Back to CBSA

The delivery of the equipment will be made to one of the following delivery points specified below.

Primary Location:	Secondary Locations:	
CBSA 13 Dupuis Gatineau, Québec J8P 2G7	CBSA 14 Colonnade Rd, Suite 210 Ottawa, ON K2E 7M6	CBSA 79 Bentley Avenue Ottawa, ON K2E 6T7

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Lynda Saunders
Supply Specialist
Public Works and Government Services Canada
Commercial Consumer Products Directorate
11 Laurier Street, 6A2, Phase III
Place du Portage, Gatineau, Quebec, K1A 0S5

Telephone: 873-469-3191

E-mail address: lynda.c.saunders@tpsgc-pwgsc.gc.ca

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

6.5.2 Technical Authority *(to be filled in only at contract award)*

The Technical Authority for the Contract is: *(to be filled in only at contract award)*

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
E-mail address: _____

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

6.5.3 Accounts Payable Contact *(to be filled in only at contract award)*

Name: _____
Telephone: _____
E-mail address: _____

6.5.4 Contractor's Representative *(to be completed by the bidder)*

The telephone number (with extension if applicable) of the person responsible for:

General enquiries

Name: _____
Tel. No. _____ ext: _____
E-mail address: _____

Delivery Follow-up

Name: _____
Tel. No. _____ ext: _____
E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment - Firm Unit Price(s) or Firm Hourly Rate - Task Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA) or revision to a Task Authorization, the Contractor will be paid the firm unit prices and (or) firm hourly rates, as determined in accordance with Annex B - Pricing Tables, as specified in the authorized TA. 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

6.6.2 Basis of Payment - Limitation of Expenditure - Task Authorizations

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA) or revision to a Task Authorization, as determined in accordance with the Annex B – Pricing Tables, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA or revision to a Task Authorization must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

6.6.3 Other Direct Expenses

The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

6.6.4 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$105,000.00. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.6.5 SACC Manual clause

C2000C (2007-11-30) Taxes - Foreign-Based Contractor
H1001C (208-05-12) Multiple Payment

6.6.6 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Direct Deposit (Domestic and International);

6.7 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

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;
- (c) a copy of the invoices, receipts, vouchers for all direct expenses; and
- (d) a copy of the quarterly usage reports.

2. Invoices must be distributed as follows:

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

National Invoice Reception Unit / Unité nationale de réception de factures
2e étage
105 rue McGill, #260-01
Montréal QC H2Y 2E7

OR

by email to Vendors-Fournisseurs@cbsa-asfc.gc.ca

- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- (c) To facilitate the payment process, it is important that the Contractor quote the contract number on all the invoices, shipping bills and packing slips. Failure to do so will delay payment and the date used for calculating interest on overdue accounts.

6.8 Certifications and Additional Information

6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9 Applicable Laws

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

6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2030 (2016-04-04) General Conditions - Goods (Medium Complexity);
- (c) Annex "A", Statement of Work;
- (d) Annex "B", – Pricing Tables.
- (e) Annex "C", Task Authorization Form; and
- (f) the Contractor's bid dated _____ (*insert date of bid*).

6.11 Insurance - No Specific Requirement

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

6.12 Replacement Parts

Replacement parts and subassemblies provided by the Contractor must be of new or like-new quality and equivalent in function to original equipment parts. Replaced parts shall become the property of the Contractor with the exception of any media or electronic component which contains Canada's confidential information. This information is to be erased in conjunction with, and with the permission of Canada. All Contractor-supplied parts and associated labour must carry a minimum ninety-day (90) warranty.

6.13 Shipping Instructions – Delivery at Destination

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

Delivered Duty Paid (DDP) (various destinations) Incoterms 2010 for shipments from commercial contractor.
2. Canada Border Services Canada (CBSA) will be responsible for shipping the units to the Contractor's facility for calibration or repair services, including custom clearance and any duty or excise taxes if applicable to the Contractor's Facility (DDP).
3. The Contractor will be responsible for shipping the unit back to the CBSA and the shipment shall be consigned to the destination specified in the approved Task Authorization and Delivered Duty Paid (DDP) (various destinations) Incoterms 2010 for shipments from commercial contractor. The Contractor will be responsible for all delivery charges, administration costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

ANNEX A

STATEMENT OF WORK

1.0 Requirement

The Canadian Border Services Agency (CBSA) – Science and Engineering Directorate has a requirement for repair of Optim FreedomView FV6-40 and FV6-80 fiberscopes on an “as and when required” basis; and for replacement batteries and chargers for the fiberscopes.

Estimated Hours/ Quantities per Year	Manufacturer	Model
For Repair Services of the Fibrescopes		
80 hours	Optim	FreedomView FV6-40
80 hours	Optim	FreedomView FV6-80
For Batteries and Chargers		
10 units	Lithium ion batteries for fiberscope (3.6V 1850mAh)	
10 units	Charger and adapter for fiberscope batteries	

2.0 Background

The Freedomview fiberscopes are used by Border Services Officers to examine hard-to-reach places. This type of equipment has been used since 1989 to fulfill the enforcement mandate of the agency. The devices contain delicate fiber optics that can be damaged if they are mistreated. The fiberscopes uses proprietary batteries that periodically lose their ability to hold a charge.

3.0 Tasks

3.1 Repairs

- a) The Contractor must provide repair services to the units, on an “as and when required” basis.
- b) The Technical Authority will ship the units for repair on an “as and when required” basis, to the Contractor’s Facility. Upon receipt of the unit, the Contractor will have five (5) working days to determine the exact cause of the equipment failure, the Contractor must advise the Technical Authority, by email, with an estimate to repair the equipment to specification. The estimate must include all costs associated with the repair, including parts, labour and shipping charges and service completion date. If the Contractor is unable to perform the repairs, the Technical Authority must be advised by email of the reason.

- c) The Technical Authority will review the Work based on the estimate received and the estimated cost, and if acceptable, will provide the Contractor, by email, with an approved Task Authorization to start the work,

If the Technical Authority rejects the Work, the Contractor must not start any of the work on the equipment. The Technical Authority will provide, via email, a written explanation as to what must be done to the equipment that was rejected.

- d) The Contractor must not commence work until a Task Authorization authorized by the Technical Authority is received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.
- e) Once approval has been received, the Contractor must complete the repairs and must safely and securely ship back the equipment using a traceable shipping method to the delivery point identified on the approved Task Authorization. The Contractor must send an email notification to the Technical Authority indicating the units are being shipped back along with a copy of the shipping slip. Any "Pelican" cases must be secured with zip ties.

In the event that the repaired equipment which has been returned to the delivery point is still found to be faulty, the Contractor will be responsible for any work and shipping costs if the fault is related to the original repair.

- f) All repairs performed or facilitated by the Contractor must be supported by a signed and detailed report provided within ten (10) working days after the service completion date. The report must include a description of the repair, a list of the parts used, the number of hours applied towards the repair, and all shipping costs associated with the return of the unit to the CBSA delivery point.

3.2 Supply of lithium ion batteries and chargers

The Contractor must supply the lithium ion batteries used by the fiberscopes for the duration of the contract.

The Contractor must supply the charger (and adapters) necessary to charge the lithium ion batteries used by the fiberscopes.

ANNEX B

PRICING TABLE

The Contractor will be paid the firm unit prices and (or) for the actual hours worked at the firm hourly rates detailed below, on an “as and when requested” basis.

All additional chargeable time, over and above the first half hour, will be rounded to the nearest quarter hour, in CAD Dollars, Delivered Duty Paid (Contractor’s Facility). Customs duties are included and Applicable Taxes extra.

The firm unit prices and (or) firm hourly rates identified below must be the same rate for all delivery point locations identified under 6.4.3 above.

Estimated Hours/ Quantities per Year	Manufacturer	Model	Contract Period – Year 1 (from date of Contract to 31 March 2018)	Contract Period - Year 2 (1 April 2018 to 31 March 2019)	Contract Period - Year 3 (1 April 2019 to 31 March 2020)
For Repair Services of the Fibrescopes			Firm Hourly Rate		
80 hours	Optim	FreedomView FV6-40	\$ to be included at contract award	\$ to be included at contract award	\$ to be included at contract award
80 hours	Optim	FreedomView FV6-80	\$ to be included at contract award	\$ to be included at contract award	\$ to be included at contract award
For Batteries and Chargers			Firm Unit Price		
10 units	Lithium ion batteries for fiberscope (3.6V 1850mAh)		\$ to be included at contract award	\$ to be included at contract award	\$ to be included at contract award
10 units	Charger and adapter for fiberscope batteries		\$ to be included at contract award	\$ to be included at contract award	\$ to be included at contract award

Solicitation No. - N° de l'invitation
47419-183272/A
Client Ref. No. - N° de réf. du client
1000333272

Amd. No. - N° de la modif.
File No. - N° du dossier
pv883.47419-183272

Buyer ID - Id de l'acheteur
pv883
CCC No./N° CCC - FMS No./N° VME

ANNEX C

TASK AUTHORIZATION FORM

(Form attached as a separate document)



Task Authorization Autorisation de tâche

Contract Number - Numéro du contrat
47419-183272

Contractor's Name and Address - Nom et l'adresse de l'entrepreneur	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu
	Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$
Security Requirements: This task includes security requirements Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité <input type="checkbox"/> No - Non <input type="checkbox"/> Yes - Oui If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat	

For Revision only - Aux fins de révision seulement

TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$
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Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.

Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.

1. Required Work: - Travaux requis :

A. Task Description of the Work required - Description de tâche des travaux requis	See Attached - Ci-joint <input type="checkbox"/>
B. Basis of Payment - Base de paiement	See Attached - Ci-joint <input type="checkbox"/>
C. Cost of Task - Coût de la tâche	See Attached - Ci-joint <input type="checkbox"/>
D. Method of Payment - Méthode de paiement	See Attached - Ci-joint <input type="checkbox"/>

Contract Number - Numéro du contrat
47419-183272

2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.

Name and title of authorized client - Nom et titre du client autorisé à signer

Signature

Date

PWGSC Contracting Authority - Autorité contractante de TPSGC

Signature

Date

3. Contractor's Signature - Signature de l'entrepreneur

Name and title of individual authorized - to sign for the Contractor
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

Signature

Date