



**RETURN BIDS TO :  
RETOURNER LES SOUMISSION À:**

**Canada Revenue Agency  
Agence du revenu du Canada**

**Proposal to: Canada Revenue Agency**

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 and/or attached hereto, the goods and/or services listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition à : l'Agence du revenu du Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du Chef du Canada, en conformité avec les conditions énoncées dans la présente incluses par référence dans la présente et/ou incluses par référence aux annexes jointes à la présente les biens et/ou services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Bidder's Legal Name and Address (ensure the Bidder's complete legal name is properly set out)  
Raison sociale et adresse du Soumissionnaire (s'assurer que le nom légal au complet du soumissionnaire est correctement indiqué)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Bidder MUST identify below the name and title of the individual authorized to sign on behalf of the Bidder –  
Soumissionnaire doit identifier ci-bas le nom et le titre de la personne autorisée à signer au nom du soumissionnaire**

\_\_\_\_\_  
**Name /Nom**

\_\_\_\_\_  
**Title/Titre**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date (yyyy-mm-dd)/(aaaa-mm-jj)**  
(\_\_\_\_)

\_\_\_\_\_  
**Telephone No. – No de téléphone**  
(\_\_\_\_)

\_\_\_\_\_  
**Fax No. – No de télécopieur**

\_\_\_\_\_  
**E-mail address – Adresse de courriel**

**REQUEST FOR PROPOSAL /  
DEMANDE DE PROPOSITION**

<b>Title – Sujet</b> Portable Radios	
<b>Solicitation No. – No de l'invitation</b> 1000340235a	<b>Date (yyyy-mm-dd) (aaaa-mm-jj)</b> 2018-04-30
<b>Solicitation closes – L'invitation prend fin on – le 2018-06-11 at – à 2:00 P.M. / 14 h</b>	<b>Time zone – Fuseau horaire</b> EDT/HAE Eastern Daylight Time/ Heure Avancée de l'Est
<b>Contracting Authority – Autorité contractante</b>  Name – Nom Patrick Simoneau  Address – Adresse 250 Albert Street, Ottawa, ON K1A 0L5  E-mail address – Adresse de courriel - PatrickX.Simoneau@cra-arc.gc.ca	
<b>Telephone No. – No de téléphone</b> (613-941-5146)	
<b>Fax No. – No de télécopieur</b> (613-957-6655)	
<b>Destination - Destination</b>  See herein / Voir dans ce document	



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## Request for Proposal (RFP)

**Title:** Portable Radios

**This bid solicitation cancels and supersedes previous bid solicitation number 1000340235 dated 2018-02-23 with a closing of 2018-04-09 at 2:00 PM EDT.**

### Part 1 General Information

#### 1.1 Introduction

The solicitation is divided into seven parts plus appendices and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the solicitation;
- Part 3 Proposal Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation and Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications to be submitted with the bid and before contract award
- Part 6 Security, Financial and Other Requirements:

#### Appendices

- Appendix 1: Mandatory Criteria
- Appendix 2: Point Rated Criteria
- Appendix 3: Financial Proposal

- Part 7 Model Contract: includes the clauses and conditions and any annexes that will apply to any resulting contract.

#### Annexes

- Annex A: STATEMENT OF WORK
- Annex B: BASIS OF PAYMENT



## 1.2 Summary

The Canada Revenue Agency (CRA) requires the supply and delivery, no later than July 31 2018, of 110 portable UHF radios for CRA offices in the Quebec Region as specified in Annex A: Statement of Work. Portable radios will be used as a means of communication in emergency situations.

## 1.3 Glossary of Terms

TERM	DEFINITION
CRA	Canada Revenue Agency
DDP	Delivered Duty Paid
Proposal	A solicited submission by one party to supply certain goods or services. The word “proposal” is used interchangeably with “bid”
Solicitation	An act or instance of requesting proposals/bids on specific products and/or services.
Tendering Authority	Canada Revenue Agency

## 1.4 Debriefings

Bidders may request a debriefing on the results of the solicitation process. Bidders should make the request to the Contracting Authority within ten (10) business days of receipt of the results of the solicitation process. The debriefing may be in writing, by telephone or in person.

## 1.5 Canadian International Trade Tribunal

As a general rule, a complaint regarding this procurement process must be filed with the Canadian International Trade Tribunal (the Tribunal) within 10 working days from the date on which a bidder becomes aware, or reasonably should have become aware, of a ground of complaint. Alternatively, within that time frame, a bidder may first choose to raise its ground of complaint by way of an objection to the CRA; if the CRA denies the relief being sought, a bidder may then file a complaint with the Tribunal within 10 working days of that denial. More information can be obtained on the Tribunal’s Web site ([www.citt-tcce.gc.ca](http://www.citt-tcce.gc.ca)) or by contacting the Registrar of the Tribunal at 613-993-3595.

Also consult Recourse Mechanisms (<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/recourse-mechanisms>)



**Part 2 Bidder Instructions**

**2.1 Mandatory Requirements**

Wherever the words “shall”, “must” and “will” appear in this document or any related document forming a part hereof, the item being described is a mandatory requirement.

Failure to comply or demonstrate compliance with a mandatory requirement will render the bid non-responsive and the bid will receive no further consideration.

**2.1.1 Signatures**

Bidders MUST sign Page 1 (front page) of the Request for Proposal and the Joint Venture certification, if applicable, identified in Part 5.

**2.2 Standard Instructions, Clauses and Conditions A0000T (2012-07-16)**

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: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>.

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

The standard instructions and conditions 2003 (2016-04-04) are incorporated by reference into and form part of the bid solicitation.

The following clauses are incorporated by reference:

SACC Reference	Clause Title	Date
A3015T	Certifications	2014-06-26
C3011T	Exchange Rate Fluctuation	2013-11-06

**2.2.1 Revisions to Standard Instructions 2003**

Standard Instructions - Goods or Services – Competitive Requirements 2003 (2016-04-04) are revised as follows.

Section 01 titled “Integrity Provisions– Bid”, is deleted in its entirety and replaced with the following :

1. The *Supplier Integrity Directive* (SID) dated May 24, 2016, is incorporated by reference into, and forms a binding part of the bid solicitation. The Bidder must comply with the SID, which can be found on the Canada Revenue Agency’s website at <http://www.cra-arc.gc.ca/qncy/prcrmnt/menu-eng.html>.
2. Under the SID, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC’s Integrity Database. The SID describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the bid solicitation, the Bidder must provide the following:



- a. by the time stated in the SID, all information required by the SID described under the heading “Mandatory Provision of Information”; and
  - b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the SID. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
4. Subject to subsection 5, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
- a. it has read and understands the SID (<http://www.cra-arc.gc.ca/gncy/prcrmnt/menu-eng.html>)
  - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the SID, will or may result in a determination of ineligibility or suspension under the SID;
  - c. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
  - d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the SID;
  - e. none of the domestic criminal offences, and other circumstances, described in the SID that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
  - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Bidder is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
6. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the SID, Canada may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.

Section 02 titled “Procurement Business Number”, is hereby deleted in its entirety and replaced with: Suppliers should obtain a Business Number (BN) before contract award. Suppliers may register for a BN online at <http://www.cra-arc.gc.ca/tx/bsnss/tpcs/bn-ne/menu-eng.html>.

Section 03 titled “Standard Instructions, Clauses and Conditions”, “Pursuant to the [Department of Public Works and Government Services Act](#) (S.C. 1996, c.16),” is hereby deleted.

Section 05 titled “Submission of Bids”, paragraph 2 (d) is deleted in its entirety and replaced with the following: (d) send its bid only to the Canada Revenue Agency Bid Receiving Unit or to the address specified in the solicitation in Section 2.3.

Section 05 titled “Submission of Bids” paragraph 4, delete sixty (60) days and replace with 90 days.

Section 06 titled “Late Bids” reference to “PWGSC” is hereby deleted and replaced with CRA.

Section 07 titled “Delayed Bids” all references to “PWGSC” are hereby deleted and replaced with “CRA”.

Section 12 titled “Rejection of Bid”, delete subsections 1(a) and 1(b) in their entirety.

1.



Section 20 titled "Further Information", Paragraph 2 is hereby deleted and replaced with the following: Enquiries concerning receipt of bids may be addressed to the Contracting Authority identified in the bid solicitation.

Section 21 titled "Code of Conduct for Procurement-bid" is hereby deleted in its entirety.

### **2.3 Submission of Proposals**

When responding, the proposal SHALL be delivered to the Bid Receiving Unit address indicated below by the time and date indicated on Page 1.

BIDDERS ARE TO SUBMIT PROPOSALS TO:

Canada Revenue Agency  
Bid Receiving Unit  
Ottawa Technology Centre  
Receiving Dock  
875 Heron Road, Room D-95  
Ottawa, ON K1A 1A2  
Telephone No: (613) 941-1618

Bidders are hereby advised that the Bid Receiving Unit of CRA is open Monday to Friday inclusive, between the hours of 0730 and 1530, excluding those days that the federal government observes as a holiday.

ELECTRONIC BIDS WILL NOT BE ACCEPTED. Due to the nature of this solicitation, electronic transmissions of a proposal by such means as electronic mail or facsimile is not considered to be practical and therefore will not be accepted.

### **2.4 Communications - Solicitation Period SACC A0012T (2014-03-01)**

All enquiries must be submitted to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### **2.5 Applicable Laws SACC A9070T (2014-06-26)**

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

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

### **2.6 Terms and Conditions**

The Bidder hereby certifies compliance with and acceptance of all of the articles, clauses, terms and conditions contained or referenced in this Request for Proposal (RFP) and Statement of Work (SOW). Any modifications or conditional pricing by the bidder, including deletions or additions to the articles, clauses, terms and conditions





contained or referenced in this RFP and/or SOR document will render the bid non-responsive and the bid will receive no further consideration.

### Part 3 Proposal Preparation Instructions

#### 3.1 Bid - Number of Copies CRA MODA0055T (2007-11-30)

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

Section I: Technical Bid (1 hard copy and 1 soft copy on [CD or DVD](#))

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the Work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid (1 hard copy)

Bidders must submit their financial bid in accordance with the format outlined in Appendix 3: Financial Proposal. The total amount of Applicable Taxes must be shown separately.

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

Section III: Certifications (1 hard copy)

Bidders must submit the certifications required under Part 5.

#### 3.2 Bid Format and Numbering System CRA MODA0054T (2007-11-30)

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 recycled-fibre content paper and two-sided printing. Reduction in the size of documents will contribute to CRA's sustainable development initiatives and reduce waste;
- c. avoid the use of colour and glossy formats
- d. use a numbering system corresponding to that of the bid solicitation;
- e. include the certification as a separate section of the bid.

### Part 4 Evaluation and Selection

#### 4.1 General

A committee composed of representatives of CRA will evaluate the proposals on behalf of the Agency. The services of independent consultants may be called upon to assist in the evaluation of, or in the validation of, specific aspects of the solution proposed. CRA reserves the right to engage any independent consultant, or use any Government resources, which it deems necessary to evaluate any proposal.

Proposals will be evaluated in accordance with the evaluation criteria identified in Appendices 1 and 2 and in conjunction with the Statement of Work (SOW). Bidders are encouraged to address these criteria in sufficient



depth in their proposals to permit a full evaluation of their proposals. The onus is on the Bidder to demonstrate that it meets the requirements specified in the solicitation.

Bidders are advised that only listing experience without providing any supporting information to describe where and how such experience was obtained will not be considered to be demonstrated for the purpose of the evaluation. The Bidder should not assume that the evaluation team is necessarily cognizant of or knowledgeable about the experience and capabilities of the Bidder or any of the proposed resource(s); as such, any relevant experience must be demonstrated in the Bidders' written proposal.

## 4.2 Steps in the Evaluation Process

The selection process to determine the successful Bidder will be carried out as follows:

Notwithstanding Steps 1 and 2 below, in order to expedite the evaluation process, CRA reserves the right to conduct Step 3 - Evaluation of Financial Proposals concurrently with Steps 1 and 2. Should CRA elect to conduct Step 3 prior to the completion of Step 2, the information in the Financial Proposal will not be disclosed to the team evaluating the mandatory and rated sections until the completion of Steps 1 and 2. However, if the Contracting Authority is able to ascertain that a proposal is non-responsive by virtue of incomplete information or an error in the financial proposal, the Contracting Authority will advise the team evaluating the mandatory and rated sections that the proposal is not compliant and should no longer be considered. The concurrent evaluation of the financial proposal does not in any way construe compliance in Steps 1 and 2 despite the statement "All bids meeting the minimum thresholds in Step 2 will proceed to Step 3".

Bids will be ranked in accordance with the Selection Methodology.

### **Step 1 – Evaluation against Mandatory Criteria**

All bids will be evaluated to determine if the mandatory requirements detailed in Appendix 1 "Mandatory Criteria" have been met. Only those bids meeting ALL mandatory requirements will then be evaluated in accordance with Step 2 below.

**IMPORTANT – All bids must include a copy of the technical specifications of the model proposed. Failure to do so will result in the bid being declared non-compliant**

### **Step 2 – Evaluation against Point-Rated Criteria**

Point-rated criteria do not apply to this requirement.

### **Step 3 – Evaluation of Financial Proposals**

Only technically compliant bids meeting all of the requirements detailed in Steps 1 and 2 will be considered at this point.

Prices submitted will be evaluated to determine the bid evaluation price as defined in Appendix 3: "Financial Proposal". Once the bid evaluation prices are determined under Step 3, the proposals will proceed to Step 4.

Bidders must provide a price, percentage, or weight, as applicable, for each item identified in the format specified in Appendix 3: Financial Proposal. Ranges (e.g., \$10-\$13) are not acceptable.

### **Step 4 – Basis of Selection**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



**Step 5 – Conditions Precedent to Contract Award**

The Bidder recommended for award of a Contract must meet the requirements provided in Part 5 “Certifications and Additional Information” of this RFP.

**Step 6 – Contract Entry**

The Bidder(s) with the Lowest-priced compliant bid and meeting all the requirements listed above will be recommended for award of a contract.

**Part 5 Certifications and Additional Information**

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder’s certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

**5.1 Certifications Required To Be Submitted At Time of Bid Closing**

**5.1.1 Joint Venture Certification Only complete this certification if a joint venture is being proposed**

The Bidder represents and warrants the following:

- (a) The bidding entity is a contractual joint venture in accordance with the following definition. A "contractual joint venture" is an association of two or more parties who have entered into a written contract in which they have set out the terms under which they have agreed to combine their money, property, knowledge, skills, time or other resources in a joint business enterprise, sharing the profits and the losses and each having some degree of control over the enterprise.
- (b) The name of the joint venture is: \_\_\_\_\_(if applicable).
- (c) The members of the contractual joint venture are (the Bidder is to add lines to accommodate the names of all members of the joint venture, as necessary): \_\_\_\_\_
- (d) The Business Numbers (BN) of each member of the contractual joint venture are as follows (the Bidder is to add lines for additional BNs, as necessary):  
\_\_\_\_\_
- (e) The effective date of formation of the joint venture is: \_\_\_\_\_
- (f) Each member of the joint venture has appointed and granted full authority to \_\_\_\_\_ (the "Lead Member") to act on behalf of all members as its representative for the purposes of executing documentation relating to the solicitation and any resulting contract.
- (g) The joint venture is in effect as of the date of bid submission.

This Joint Venture Certification must be signed by each member of the joint venture.

The Joint Venture Certification shall be effective throughout the entire period of the Contract, including any exercised option period, if exercised. The CRA has the right to request documentation from the Bidder evidencing the existence of the contractual joint venture.



Signature of an authorized representative of each member of the joint venture

(the Bidder is to add signatory lines as necessary):

_____ Signature of Duly Authorized Representative	_____ Name of Individual (Please Print)	_____ Legal Name of Business Entity	_____ Date
_____ Signature of Duly Authorized Representative	_____ Name of Individual (Please Print)	_____ Legal Name of Business Entity	_____ Date

**5.2 Certifications Precedent to Contract Award and Associated Information**

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Contracting Authority and to provide the certification within the time frame provided will render the bid non responsive and the bid will receive no further consideration.

**5.2.1 Integrity Provisions – Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

**5.2.2 Employment Equity**

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](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.

**5.2.3 Vendor Reporting Information**

The following information should be provided to enable CRA compliance with paragraph 221(1)(d) of the Income Tax Act, R.S.C. 1985, c.1 (5th Supp.) and report payments made to contractors under applicable services contracts (including contracts involving a mix of goods and services) on a T1204 Government Service Contract Payments slip.

For the purpose of this clause:

“Legal Name” means the name of the company, corporation or other entity constituted as a legal person under which this person exercises its rights and performs its obligations.

“Operating Name” means the name that is legally protected and used in the course of its business by a company, corporation or other entity legally constituted as a legal person, or by the individual.



The Bidder is requested to provide the following:

Legal Name:

Operating Name:

Address:

Payment/T1204 Address (if different)

Payment address is same as above

City:

Province:

Postal Code:

Telephone:

Fax:

Type of Business (Select only one)

- Corporation
- Partnership
- Sole Proprietor
- Non-Profit Organization
- US or International Co.

All registered companies (excluding Non-Profit organizations and US or International companies) must provide their Goods and Services Tax (GST) or Business Number (BN). Additional details on how to obtain a BN can be found at: <http://www.cra-arc.gc.ca/tx/bsnss/tpcs/bn-ne/menu-eng.html>

If the services will be rendered by an individual, please provide the Social Insurance Number (SIN).

Goods and Services Tax (GST) Number:

Business Number (BN):

Social Insurance Number (SIN):

If a SIN number is being provided, the information should be placed in a sealed envelope marked "Protected".



\_\_\_\_\_

N/A Reason:

\_\_\_\_\_

\_\_\_\_\_

Note: If you select "N/A", then you must give a reason.

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

(Signature of duly authorized representative of business)

Title: \_\_\_\_\_

(Title of duly authorized representative of business)



**Part 6 Security, Financial and Other Requirements**

Not Applicable



## Appendices

### Appendix 1: Mandatory Criteria

#### Evaluation Procedures

Bids will be evaluated in accordance with the process outlined in Part 4 Evaluation and Selection and all the mandatory evaluation criteria detailed below. Bids failing to demonstrate compliance to ALL mandatory requirements will be considered non-responsive and the bid will receive no further consideration.

Item	Mandatory Requirement	Page Reference or location within the Proposal
<b>M1</b>	The Bidder must provide a financial proposal in accordance with Part 3, titled "Proposal Preparation Instructions" and in accordance with Appendix 3: "Financial Proposal".	
<b>M2</b>	The Bidder must be the manufacturer of the products proposed, or authorized by the manufacturer to resell the products proposed.  If the Bidder is a reseller, the Bidder must provide a letter from the manufacturer certifying that the Bidder is an authorized reseller.	
<b>M3</b>	The Bidder must sign Page 1 (front page) of the Request for Proposal and the Joint Venture certification, if applicable, identified in Part 5	
<b>M4</b>	The Bidder must specify the model name & number of the product being bid.	
<b>M5</b>	The Bidder must include a specification sheet that demonstrates compliance of the product it proposes with all the Specifications in Annex A: Statement of Work	





Canada Revenue  
Agency

Agence du revenu du  
Canada

Solicitation No. 1000340235a

**Appendix 2: Point Rated Criteria**

**Point Rated Criteria are not applicable to this requirement.**



### Appendix 3: Financial Proposal

The Bidder must submit its financial bid in accordance with the instructions detailed below:

Bidders must submit the Model Name and Model Number of the product being proposed, and a firm unit price in Canadian funds, Canadian customs duties and excise taxes included, and Applicable Taxes excluded, Delivered Duty Paid (DDP) (4695 Shawinigan-Sud Blvd. Shawinigan, Quebec G9N 5H9), for the provision of goods outlined in Annex A “Statement of Work”.

The price specified includes all of the requirements defined in the “Statement of Work” in Annex A.

Model Name	Model Number	Quantity	Firm Unit Price	Bid Evaluation Price
		110		To Be Calculated by CRA

Shipments shall be consigned to the destination specified in Annex A and Delivered Duty Paid (DDP) (4695 Shawinigan-Sud Blvd. Shawinigan, Quebec G9N 5H9) Incoterms 2010 for shipments from a commercial supplier.

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.

The Bid Evaluation Price is calculated as the product of the firm unit price multiplied by the quantity.



## Part 7 Model Contract

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

### 7.1 Revision of Departmental Name

Reference to the Minister of Public Works and Government Services or to Public Works and Government Services Canada contained in any term, condition or clause of the contract shall be interpreted as a reference to the Commissioner of Revenue or the Canada Revenue Agency, as the case may be, with the exception of the following clauses:

- a) Standard Clauses and Conditions; and

### 7.2 Agency Restructuring

In cases where the Contracting Authority's department or agency is being reconfigured, absorbed by another government department or agency, or disbanded entirely, the Commissioner may, by giving notice to the Contractor, designate another Contracting Authority for all or part of the Contract.

### 7.3 Requirement

The Contractor must perform the Work in accordance with the Statement of Work (SOW) at Annex A, attached hereto and forming part of the Contract

#### 7.3.1 Period of the Contract

The period of the Contract is is from the date of Contract award to July 31, 2018.

### 7.4 Standard Clauses and Conditions SACC A0000C (2012-07-16)

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: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

**The following Clauses are incorporated by reference:**

SACC Reference	Clause Title	Date
A2000C OR A2001C	Foreign Nationals (Canadian Contractor) OR Foreign Nationals (Foreign Contractor)	2006-06-16 OR 2006-06-16
A3015C	Certifications	2014-06-26
A9068C	Site Regulations	2010-01-11
A9117C	T1204 – Direct Request by Customer Department	2007-11-30
B9028C	Access to Facilities and Equipment	2007-05-25
C2000C	Taxes – Foreign-based Contractor	2007-11-30
C2605C	Canadian Customs Duties & Sales Tax –Foreign-based Contractor	2008-05-12
G1005C	Insurance	2008-05-12



H1000C	Single Payment	2008-05-12
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## 7.5 General Conditions

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

Section 01 titled “Interpretation” the definition of "Canada", "Crown", "Her Majesty" or "the Government" is hereby amended to read: "Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Canada Revenue Agency (CRA).

Section 02 titled “Standard Clauses and Conditions” is hereby amended to delete the phrase “Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c. 16,” The remainder of Section 02 remains unchanged.

Section 23 titled “Confidentiality”,

Subsection 5 is hereby amended to delete Public Works and Government Services (PWGSC) and insert Canada Revenue Agency (CRA).

Subsection 6 is hereby amended to delete “PWGSC Industrial Security Manual and its supplements”, and insert “Security Requirements for the Protection of Sensitive Information” issued by the CRA, Security and Internal Affairs Directorate (SIAD). The remainder of Section 23 remains unchanged.

Section 43 titled “Integrity Provisions- Contract” is hereby deleted in its entirety and replaced with:

The Supplier Integrity Directive (SID) incorporated by reference into the bid solicitation is incorporated into, and forms a binding part of the Contract. The Contractor must comply with the provisions of the SID, which can be found on the Canada Revenue Agency’s website at <http://www.cra-arc.gc.ca/qncy/prcrmnt/menu-eng.html>.

Section 45 titled “Code of Conduct for Procurement—Contract” is hereby deleted in its entirety.

## 7.6 Security Requirements

Contractor personnel must be escorted at all times while on CRA premises.

## 7.7 Authorities

### 7.7.1 Contracting Authority A1024C (2007-05-25)

The Contracting Authority for the Contract is:

Name: Patrick Simoneau

Telephone Number: 613-941-5146

Fax Number: 613-957-6655

E-mail address: PatrickX.Simoneau@cra-arc.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.

### 7.7.2 Project Authority A1022C (2007-05-25)

To be completed at the time of Contract award.

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
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.

### 7.7.3 Contractor's Representative

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

### 7.8 Delivery

The Contractor must make the complete delivery no later than July 31, 2018 unless otherwise requested by the CRA and agreed to by the Contractor.

### 7.9 Inspection and Acceptance

All deliverables under the Contract shall be subject to inspection and acceptance by the Technical Authority at destination.

### 7.10 Basis of Payment SACC C0207C (2013-04-25)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a *firm unit price, as specified in Annex B: Basis of Payment for a cost of \$ \_\_\_\_\_ insert the amount at contract award*). Customs duties are *included* and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### 7.11 Payment Process

At Canada's discretion the Contractor will be paid using direct deposit or cheque. All communications regarding the specific method of payment, including changes thereto, will be in writing via email as it's not Canada's desire to formally amend the Contract if the payment method is changed.

At its sole discretion Canada may change the method of payment at any time during the period of the Contract, including any extension thereto, to one of the other two payment methods stated above.



It is the sole responsibility of the Contractor to ensure that their organization is entitled to receive payment from the Government of Canada.

#### **7.11.1 Payment by Direct Deposit**

The Contractor shall accept Direct Deposit for payment of the goods and/or services described herein. Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (2016-04-04) forming part of the Contract.

To complete or amend a direct deposit registration, the Contractor must complete the Vendor Electronic Payment Registration form accessible at: <http://www.cra-arc.gc.ca/E/pbg/tf/rc231/rc231-14e.pdf>

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Vendor Electronic Payment Registration form is up to date. Should the Contractor's information within the Vendor Electronic Payment Registration form not be accurate or up to date, the provisions identified herein under Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (2016-04-04) forming part of the Contract will not apply, until the Contractor corrects the matter.

#### **7.11.2 Payment by Cheque**

The Contractor shall accept Government of Canada cheques for the payment of goods and/or services described herein.

### **7.12 Certifications**

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

#### **7.12.1 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC) - Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

### **7.13 Joint Venture**

If the Contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of the Contract.

In the case of a contractual joint venture, no dispute, claim or action for damages, whether based in contract, or in tort, or any other theory of law, howsoever arising from the Request for Proposal, Contract, or any other related or subsequently issued documents including without limitation Task Authorizations, Contract Amendments, may be commenced, or brought against the CRA, including without limitation any of its officers,



employees or agents unless each member of the joint venture is a party to such dispute, claim, or action (as the case may be).

The Contractor shall obtain the prior written approval of the Contracting Authority to any change in the membership of a contractual joint venture after Contract Award. Any change in the membership of a contractual joint venture after Contract Award without the prior written approval of the Contracting Authority shall be deemed to be default under the Contract.

The joint venture represents and warrants that it has appointed and granted full authority to (name to be inserted at Contract Award), the "Lead Member", to act on behalf of all members as its representative for the purposes of executing documentation relating to the Contract, including but not limited to Contract Amendments and Task Authorizations.

In the event of a contractual joint venture, all payments due and owing to the joint venture shall be made by the Canada Revenue Agency to the Lead Member of the joint venture. Any such payment to the Lead Member of the joint venture shall be deemed to be payment to the joint venture and shall act as a release from all the members of the joint venture.

By giving notice to the Lead Member the Canada Revenue Agency will be deemed to have given notice to all the members of the joint venture.

#### **7.14 Applicable Laws SACC A9070C (2014-06-26)**

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

#### **7.15 Priority of Documents SACC A9140C (2007-05-25)**

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.

1. The Articles of Agreement;
2. The General Conditions 2030 (2016-04-04) – Higher Complexity – Goods
3. Annex A: Statement of Work;
4. Annex B: Basis of Payment; and
5. The Contractor's proposal dated (insert date of bid), as amended on (insert date(s) of amendment(s), if applicable).

#### **7.16 Alternative Dispute Resolution**

NEGOTIATION FOLLOWED BY MANDATORY MEDIATION, THEN, IF NECESSARY BY ARBITRATION OR LITIGATION

The parties agree to meet, negotiate in good faith, and attempt to resolve, amicably, any dispute arising out of or related to the contract or any breach thereof.

If the parties are unable to resolve the dispute through negotiations within 10 working days, the parties agree to attempt to resolve the dispute through mediation by submitting the dispute to a sole mediator selected jointly by the parties. All costs shall be shared equally between the disputing parties.

If a dispute cannot be settled with a 15 calendar day period after the mediator has been appointed, or if the parties are unable to select a mediator within 15 calendar days of the date of provision of notice by one party to the other of the intention to proceed to mediation, or such longer period as agreed to by the parties, the parties shall have the right to resort to any remedies permitted by law, including but not limited to arbitration or litigation.



All defences based on the passage of time shall be tolled pending the termination of the mediation.

#### **7.16.1 Procurement Ombudsman**

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1 (I) of the Department of Public Works and Government Services Act will, on request and consent of the parties, participate in these meetings to resolve any such dispute, and subject to their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

#### **7.16.2 Contract Administration**

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1 (I) of the Department of Public Works and Government Services Act will review a complaint filed by [the supplier or the contractor or the name the entity awarded the contract] respecting administration of the contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the scope of the work of the contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).





## Annexes

The following Annexes apply to and form part of the Contract:

ANNEX A: STATEMENT OF WORK

ANNEX B: BASIS OF PAYMENT



### Annex A - Statement of Work

#### 1.0 TITLE: PORTABLE RADIOS (WALKIE-TALKIES)

#### 2.0 PURPOSE

The purpose of this project is to purchase portable Ultra-High frequency (UHF) radios for Canada Revenue Agency (CRA) offices in the Quebec Region to be used as a means of communication in emergency situations.

#### 3.0 BACKGROUND

Currently, certain Quebec Region offices already have portable radios (different models programmed with simplex frequencies). Accordingly, CRA must purchase radios that can be programmed with the same frequencies as those already in place.

#### 4.0 DELIVERABLES and SCHEDULE

The Contractor shall provide 110 portable UHF radios. The Contractor must include a battery, desk charger, and belt clip for each radio.

The portable radios to be supplied by the Contractor must:

1. Have at minimum a frequency range of: UHF: 403–470, 450–512 MHz
2. Have a minimum power output in UHF of 4 watts.
3. Have a minimum of 16 channels per zone.
4. Operate in analog and digital mode.
5. Have the Digital Mobile Radio “DMR” Protocol
6. Have a minimum of 2 zones.
7. Have the following features: transmission, busy, call alert, warn LED, and scanning mode.
8. Have a minimum 2 PF (programmable function) keys.
9. Have a speaker audio (Internal speaker).
10. Have a minimum 16- Position mechanical selector.
11. Have Emergency call features.
12. Have a Battery saver mode.
13. Be United States defense standard (MIL-STD) 810 C/D/E/F/G compliant
14. Be Ingress Protection (IP)-54/55 water and dust intrusion rated.
15. Have at minimum a 2000 mAh battery.
16. Have audio distortion less than 10%.
17. Be capable of Operating within a temperature range from -30 °C to +60 °C.
18. Have a desk charger and belt clip.
19. Be able to add accessories, such as a speaker microphone or in-ear headphones with a microphone.



The Contractor must deliver the goods by the date specified to the location specified:

Description of goods, items, or components	Delivery date	Delivery location
Provide all equipment required	No later than July 31 2018.	Shawinigan NVCC 4695 Shawinigan-Sud Blvd. Shawinigan, Quebec G9N 5H9



## Annex B - Basis of Payment

The Contractor shall be paid a firm unit price in Canadian funds, Canadian customs duties and excise taxes included, and Applicable Taxes excluded, Delivered Duty Paid (DDP), for the provision of goods outlined in Annex A "Statement of Work".

To be completed at contract award:

Model Name	Model Number	Quantity	Firm Unit Price	Extended Cost
		110		
			HST	
			Total Cost	

Shipments shall be consigned to the destination specified in Annex A and Delivered Duty Paid (DDP) (4695 Shawinigan-Sud Blvd. Shawinigan, Quebec G9N 5H9) Incoterms 2010 for shipments from a commercial supplier.

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.