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**FOR ELECTRONIC BIDS:**

## IMPORTANT NOTICE TO SUPPLIERS

The Government Electronic Tendering Service on [buyandsell.gc.ca/tenders](http://buyandsell.gc.ca/tenders) will be the sole authoritative source for Government of Canada tenders that are subject to trade agreements or subject to departmental policies that require public advertising of tenders.

# REQUEST FOR PROPOSAL

**Proposal To: Department of Justice 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 thereof.

**Instructions :** See Herein

Title – Sujet		
PORTABLE TWO-WAY DIGITAL RADIOS, ACCESSORIES, TECHNICAL/MAINTENANCE SUPPORT, AND UNLIMITED AIRTIME RENTAL		
Solicitation No. – N° de l'invitation		Date
1000025838		29-10-2018
Solicitation Closes – L'invitation prend fin at – à : 02:00 PM-14h00 on – le : 10-12-2018		Time Zone/ Fuseau horaire Eastern Standard Time (EST) Heure Normale de l'Est (HNE)
F.O.B. - F.A.B.		
Plant-Usine:	Destination:	Other-Autre:
Address Inquiries to: - Adresser toutes questions à :		
Traian Coconetu ( <a href="mailto:Traian.Coconetu@justice.gc.ca">Traian.Coconetu@justice.gc.ca</a> )		
Telephone No. – N° de téléphone :		
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : See Herein		
Delivery required - Livraison exigée See Herein		
Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur		
Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone		
Name and title of person authorized to sign on behalf of Vendor/firm		
Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur		
(type or print)/ (taper ou écrire en caractères d'imprimerie)		
Signature		Date

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# **PART 1 - GENERAL INFORMATION**

## **1.1 Introduction**

The bid solicitation is divided into six parts:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of 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 and additional information to be provided;

Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

## **1.2 Summary**

1.2.1 This RFP is for the rental of portable two-way digital radios, accessories, technical/maintenance support, and the provision of unlimited airtime to provide the Department of Justice Canada (JUS) with 24/7 emergency management and response to the JUS buildings within the National Capital Region (NCR). The NCR is an official federal designation for the Canadian capital of Ottawa, Ontario, the neighboring city of Gatineau, Quebec, and surrounding urban areas.

### **1.2.2 Single Contract**

The Department of Justice Canada is seeking to establish a contract for the rental of portable two-way digital radios, accessories, technical/maintenance support, and the provision of unlimited airtime as defined in Appendix "D", Statement of Work, for an initial contract period of one (1) year with the option to extend for four (4) additional periods of one-(1) year each.

### **1.2.3 Security requirements**

There are no security requirements associated with this requirement.

### **1.2.4 Trade Agreements**

The requirement is subject to the provisions of the World Trade Organization Agreement, (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canadian Free Trade Agreement (CFTA), the Canada-Chile Free Trade Agreement,

the Canada-Colombia Free Trade Agreement, the Canada-Honduras Free Trade Agreement, the Canada-Korea Free Trade Agreement, and the Canada-Panama Free Trade Agreement.

### **1.3 Debriefings**

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

## **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 (SACC) 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 (2018-05-22) *Standard Instructions - Goods or Services - Competitive Requirements* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/23>) are incorporated by reference into and form part of the bid solicitation.

Section 05, *Submission of Bids*, subsection 4, of 2003 *Standard Instructions - Goods or Services - Competitive Requirements*, incorporated by reference above, is amended as follows:

Delete: 60 days

Insert: 120 days

### **2.2 Submission of Bids**

Bids must be submitted by email to the Contracting Authority ([Traian.Coconetu@justice.gc.ca](mailto:Traian.Coconetu@justice.gc.ca)) by the date and time indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile, submitted in person, or by mail or courier will not be accepted.

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies 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 the province of Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their

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

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

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

Section I: Technical Bid - one (1) soft copy by email

Section II: Financial Bid - one (1) soft copy by email

Section III: Certification - one (1) soft copy by email

**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 formatting;
- (b) use a numbering system that corresponds to the bid solicitation.

#### **Section I: Technical Bid**

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. Bidders should demonstrate their capability and describe their approach 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**

Bidders must submit their financial bid in accordance with Appendix “E”, Basis of Payment. The total amount of applicable taxes must be shown separately. Proposed monthly rates must be in Canadian dollars.

Bidders should include in their financial bid, a completed and signed Appendix “F”, Vendor Information and Authorization Form.



## **SACC Manual Clauses**

### **C3011T (2010-01-11) - Exchange Rate Fluctuation**

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

### **Section III: Certifications**

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

## **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 Criteria**

See Attachment 1 to Part 4 – Mandatory Technical Criteria

##### **4.1.1.2 DIGITAL RADIO AIRTIME FIELD TEST (DRAFT)**

See Attachment 2 to Part 4 - Digital Radio Airtime Field Test (DRAFT)

Only Bidders that meet all mandatory technical criteria will be contacted for the DRAFT. Bidders must score 100% on the DRAFT to be considered technically responsive.

#### **4.1.2 Financial Evaluation**

Only the proposals that are technically responsive will be considered for financial evaluation.

The price of the bid will be evaluated in Canadian dollars, applicable taxes are excluded from the financial evaluation.

For the purposes of bid evaluation, Basis of Payment, Appendix “E” will be used. The Bidder must provide all-inclusive fixed monthly rates for the leasing of the portable two-way digital radios, accessories, technical/maintenance support, and unlimited airtime being proposed in accordance with the bid solicitation, for the initial contract period of one year and four (4) one-year option periods.

The evaluated price will be determined as follows:

- a. The bidder’s monthly rate for the initial period of the contract will be multiplied by 12 to determine the total price for the initial contract period. The bidder’s monthly rate for each option year of the contract will be multiplied by 12 to determine the total price for each option year.
- b. The total price for each period will be added together to determine the evaluated price of the bid over the entire period of the requirement (60 months = 12 + 12 + 12+12 + 12).

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection - Lowest Evaluated Price**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria and score 100% on the DRAFT to be declared responsive. The bidder with a responsive bid and the lowest evaluated price will be recommended for contract award.

## ATTACHMENT 1 TO PART 4 – MANDATORY TECHNICAL CRITERIA

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

Mandatory requirements are evaluated on a simple pass or fail basis. Failure by a Bidder to meet any one of the mandatory requirements will render the Bidder's proposal **non-responsive and will not be given further consideration**. The treatment of mandatory requirements in any procurement process is absolute. Each mandatory technical criterion should be addressed separately.

### Mandatory Technical Criteria

#### Radios

Cross reference to Appendix D SOW paragraph D4	Requirements to be Evaluated	Specification	Compliant or non-Compliant	Cross Reference to Proposal (page and paragraph numbers)
4.2.1	Modulation Type	The radios must be digital with analog capability.		
4.2.2	Number of Channels	The radios must have a minimum of five (5) repeater channels that have been dedicated solely to JUS.		
4.2.3	Programmable	The radios must be programmable without having to disassemble them.		
4.2.4	Battery status	The radios must have a battery status display.		

### **Remote Speaker Microphone**

<b>Cross reference to Appendix D SOW paragraph D4</b>	<b>Requirements to be Evaluated</b>	<b>Specification</b>	<b>Compliant or non-Compliant</b>	<b>Cross Reference to Proposal (page and paragraph numbers)</b>
<b>4.3.1</b>	<b>Clip</b>	The remote speaker microphone component must have a clip on the back.		
<b>4.3.2</b>	<b>Volume control</b>	The remote speaker microphone must have a volume control on the remote speaker microphone itself.		

### **Multi-Unit (six (6) units or more) Charger**

<b>Cross reference to Appendix D SOW paragraph D4</b>	<b>Requirements to be Evaluated</b>	<b>Specification</b>	<b>Compliant or non-Compliant</b>	<b>Cross Reference to Proposal (page and paragraph numbers)</b>
<b>4.4.1</b>	<b>Rechargeable time</b>	The Multi-Unit charger (six (6) units or more) must provide a full charge to the rechargeable battery within three (3) hours, as per the specifications in the charger manual.		
<b>4.4.2</b>	<b>Indication lights</b>	The Multi-Unit charger (six (6) units or more) must incorporate light that indicates either a charge in progress or a charge cycle that is complete.		

## Services

<b>Cross reference to Appendix D SOW paragraph D4</b>	<b>Requirements to be Evaluated</b>	<b>Specification</b>	<b>Compliant or non-Compliant</b>	<b>Cross Reference to Proposal (page and paragraph numbers)</b>
<b>4.5.1</b>	<b>Airtime</b>	The Bidder must ensure JUS has unlimited airtime 24/7.		
<b>4.5.2</b>	<b>Private system only accessible by JUS</b>	External radios (non-JUS) must not be able to access any of the five (5) distinct channels providing JUS with a private system.		
<b>4.5.3</b>	<b>Service calls availability</b>	The Bidder must provide service with 48 hours expected response time to resolve any deficiencies, for example, loss of signal, dead zones, channel programming/synching and others as required.		
<b>4.5.4</b>	<b>Technical Help Line</b>	The Bidder must provide a Technical Toll free Help line with a 24/7 expected response time.		
<b>4.5.5</b>	<b>Experience in providing similar services</b>	The Bidder must demonstrate that they have experience providing airtime in a similar operational setting to a minimum of two (2) external clients (outside of the Bidder's own company) within the last three (3) years of RFP closing date.		

		<p>Similar operation setting is defined as having each of the following attributes:</p> <ul style="list-style-type: none"> <li>a. A radio system being used in an emergency response or security dispatch role.</li> <li>b. A service radius of a minimum of twenty-five (25) kilometres.</li> <li>c. Supporting a minimum of a fifty (50) radio unit system.</li> </ul> <p>In order to be considered compliant, the Bidder must provide the following information:</p> <ul style="list-style-type: none"> <li>1. The Client reference and contact information;</li> <li>2. The start and end dates, and an unclassified scope of work;</li> <li>3. The service radius supported (in kilometres); and</li> <li>4. The number of radio units supported by the Bidder.</li> </ul>		

## ATTACHMENT 2 TO PART 4 - DIGITAL RADIO AIRTIME FIELD TEST (DRAFT)

Only Bidders that meet all mandatory technical criteria will be contacted for the DRAFT.

### **Bidder Supplied Equipment (for the DRAFT only):**

- Two (2) radios, fully charged
  - One (1) base station
1. All equipment must be dropped off at the security office in person located at, 284 Wellington Street, Ottawa, Ontario between the hours of 9:00 am & 10:00 am. Equipment must be addressed to Steven Porter. All equipment should be labelled with proponents name to be easily identified. In addition, a manifest is required to show replacement costs should equipment be lost or damaged. All testing will be conducted by DoJ and proponents will be notified when to pick up their equipment. DoJ will schedule a time and date when proponents equipment should be picked up. All cost associated to the testing, including deliver and pick up are at the proponents expense.
  2. Equipment must be pre-programed with one test channel. The test channel should be programmed on the same network that the proponent is offering to the Department of Justice.
  3. Equipment should include all the necessary equipment
    - a. Base Radio
    - b. Power supply
    - c. Mag mount with antenna and connector
    - d. Programmed with one system channel
      - i. Portable Radio
      - ii. Spare battery for each portable
      - iii. Programmed with one system channel

### **Test criteria:**

Radios will be **tested for Digital transmissions only.**

The base station will be located within 284 Wellington Street, Ottawa, Ontario, and will serve as the control centre for this test.

Two (2) radios will be used in the field at various preselected sites, as identified below. All radio communications will be sent and received test location identified below. The test sheet will be kept at these locations, in order to register the results of the tests.

One (1) radio will be located with the JUS Security representative, in order to perform the test. A busy signal at any time will result in the Bidder being found non-responsive to the DRAFT. This refers to the requirement that a third person on one of the provided two-way radios is able to break into an ongoing transmission, in the case of extreme duress or emergency. At no time should a JUS radio operator receive a busy signal, or fail to be able to transmit and receive, regardless of existing traffic on that channel.

A total number of eight (8) locations and multi (floors/areas) have been chosen in six buildings located in Ottawa, Ontario, and the other one located in Gatineau, Quebec. Please refer to the list of test sites mentioned in Table 1 below. These locations have been chosen due to their physical location, and technical difficulties which have historically been experienced with the previous radio system. One (1) two-way radio will travel with a selected JUS employee to these various locations to perform the tests.

Results will be logged by the control site sites. If it is suspected that a transmission did not register, a follow up phone call will be initiated to verify that the receiver did not receive the transmission. Each test conversation will have a duration of 10 seconds during which no interference or signal loss must occur.

## Indicator – DAQ

DAQ, or ‘Delivered Audio Quality,’ is the common measurement used to assess signal quality. The DAQ scale includes a scale ranging from 1 to 5, with 1 being unusable audio output and 5 being perfect. A DAQ rating of 3.4 is the threshold rating considered acceptable in a public safety systems. At this level, speech is understandable, with minimal repetition necessary and only some noise or distortion present

## Rating guide:

Zero (0) or Fail value will be assigned as a test result for any site where the communication is either:

- Not received;
- Received very poorly, so as not to be able to carry out a comprehensible conversation;
- Signal is lost.

One (1) or Pass value will be assigned as a test result for any site where the communication is:

- Successful, clear and signal is available.

Each individual location will be scored on a points scale, 1 point for a pass (reliable, strong communications 3.4 on 5 on the DAQ scale). 0 points for a fail (3.3 on 5, or below on the DAQ scale). Points will be awarded based on JUS’s testing methodology above for the 30 different test sites listed in Table 1. Either a one (1) or a zero (0), (pass or fail) will be awarded per test site. The Bidder must achieve 100% and be technically compliant in all test locations. Failure to meet these requirements will result in the bid being considered technically non-responsive.

**TABLE 1:**

Building Name	Location	Floors	30 Test Sites
East Memorial Building	284 Wellington St, Ottawa	A, AA level and floors 1-7	A, AA and 1 <sup>st</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> and 6 <sup>th</sup> Floor (1 point by test site for a maximum of <b>6 points</b> ).
St. Andrews Towers	275 Sparks St, Ottawa	B 1, 2, 3 and floors 1-12	B3, B2, 10 <sup>th</sup> and 1 <sup>st</sup> , 2 <sup>th</sup> and 12 <sup>th</sup> Floor (1 point by test site for a maximum of <b>6 points</b> ).
Constitution Square	350 Albert St, Ottawa	Floors 1 and 3	1st and 3rd Floor (1 point by test site for a maximum of <b>2 points</b> ).
Constitution Square	360 Albert St, Ottawa	Floors 1, 8,9 and 14	1 <sup>st</sup> , 8 <sup>th</sup> , 9th and 14th floor (1 point by test site for a maximum of <b>4 points</b> ).



Sunlife Complex	99 Bank St, Ottawa	Floors 1, 10,11	1st, 10th and 11th Floor (1 point by test site for a maximum of <b>3 points</b> ).
Sunlife Complex	50 O'Connor St, Ottawa	Floors 5,6	5th and 6th Floor (1 point by test site for a maximum of <b>2 points</b> ).
Canada School of Public Service	241 Cité-des-Jeunes Boulevard Gatineau, Québec		4 locations on 1st Floor (1 point by test site for a maximum of <b>4 points</b> ).
Supreme Court of Canada	301 Wellington St, Ottawa		1st Floor (1 point by test site for a maximum of <b>1 point</b> ).
NCR area			2 sites (1 point by test site for a maximum of <b>2 points</b> ).
<b>TOTAL POINTS</b>			<b>30 points</b>

The scores from the two control sites will be added together to get a final result out of a possible 30 points. A pass mark of **30/30 (100%)** will be considered technically responsive.

## **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 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.

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

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

### **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 specified will render the bid non-responsive.

#### **5.2.1 Integrity Provisions – Required Documentation**

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

The Bidder should complete and return the Integrity Regime Verification Form attached in Appendix G with the bid.

#### **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" list available at the bottom of the page of the [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 Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

#### Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#), 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c.C-8.

#### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites

as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### **Work Force Reduction Program**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including applicable taxes.

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

### **Certification**

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

## **PART 6 - RESULTING CONTRACT CLAUSES**

### **APPENDIX “A”, GENERAL TERMS AND CONDITIONS**

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

#### **A1. Standard Acquisition 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 (SACC) Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

## **APPENDIX “B”, CONTRACTUAL TERMS AND CONDITIONS**

### **B1. Priority of Documents**

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

- a) The Articles of Agreement;
- b) Appendix “A” – General Terms and Conditions;
- c) Appendix “C” – Terms of Payment;
- d) Appendix “D” – Statement of Work;
- e) Appendix “E” – Basis of Payment
- f) Appendix “F” – Vendor Information and Authorization Form.

### **B2. Security Requirement**

There is no security requirement associated with the requirement.

### **B3. Period of Contract**

The period of the Contract is from date of contract award to \_\_\_\_\_. ***(Specific date 1 year after award date will be included at Contract Award).***

#### **B3.1 Option to Extend the Contract**

The Contractor grants Canada, the irrevocable right to extend the term of the Contract by up to four (4) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in Appendix “E”, Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the Contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### **B4. Termination on Thirty (30) Days Notice**

- 1. Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.
- 2. In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

### **B5. Certifications / Compliance and Additional Information**

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.

## **B6. Insurance Requirements**

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.

## **B7. Closure of Government Offices**

Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.

## **B8. Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work in Appendix "D".

## **B9. Authorities**

### **B9.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name : Traian Coconetu  
Title : Senior Analyst and Contracting Officer  
Organization : Department of Justice Canada  
Address : 284 Wellington Street, Ottawa, Ontario  
Telephone :  
E-mail address : [traian.coconetu@justice.gc.ca](mailto:traian.coconetu@justice.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.

### **B9.2 Project Authority**

The Project Authority for the Contract is:

**<The Project Authority for the Contract is to be identified at Contract award>**

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.

### **B9.3 CONTRACTOR'S REPRESENTATIVE**

**<The Contractor's Representative for the Contract is to be identified at Contract award>**

### **B10 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS (if applicable)**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.



## APPENDIX “C”, TERMS OF PAYMENT

### C1. Basis of Payment

#### C1.1 Initial Contract Period

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm monthly price as identified in Appendix E Basis of Payment. Customs duties are included and applicable taxes are extra.

**Total Price – Initial Contract Period:** \$ \_\_\_\_\_ (*insert the sum of the firm price at contract award*), applicable taxes extra.

#### C1.2 Option to Extend the Contract

Subject to the exercise of the Contract options to extend the Contract period, the Contractor shall be paid the firm monthly prices as identified in Appendix E Basis of Payment, in Canadian funds, Applicable Taxes extra, to complete all work and services required to be performed in relation to the Contract extension:

**Total Price – Optional Periods:** \$ \_\_\_\_\_ (*insert the sum of the firm price when the option period is exercised*), applicable taxes extra.

### C2. Applicable Taxes

Applicable taxes are not included in the amounts shown in the Basis of Payment. Applicable taxes, which are estimated at \$ \_\_\_\_\_ (to be determined at contract award), are included in the total contract amount. Applicable taxes are to be shown as separate items on all invoices and claims for progress payments and will be paid by Canada. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

### C3. Method of Payment

#### C3.1 Monthly Payment

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

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

#### C3.2 Payment by Direct Deposit

Payments by direct deposit will be subject to section 16, Payment Period and section 17, Interest on Overdue Accounts, set out in 2035, General Conditions - Higher Complexity - Services (the version of the document listed under "Revision History" dated nearest to but not later than the validity date of the Contract) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Direct Deposit Enrolment Form (separate forms are available for Canadian and United States vendors). The form can be obtained from the Department of Justice

internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Direct Deposit Enrolment Form is up to date. Should the Contractor's information within the Direct Deposit Enrolment Form not be accurate or up to date, the provisions identified herein under section 16, Payment Period and section 17, Interest on Overdue Accounts, set out in 2035, General Conditions - Higher Complexity - Services (the version of the document listed under "Revision History" dated nearest to but not later than the validity date of the Contract) forming part of this Contract will not apply, until the Contractor corrects the matter.

#### **C4. Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Claims cannot be submitted until all work identified in the claim is completed.
2. Invoices must be distributed as follows:  
The original must be forwarded to the following address for certification and payment:

**<Name and contact information to be identified at Contract award>**

#### **C5. Travel and Living Expenses**

Canada will not accept any travel and living expenses under this Contract.

## **APPENDIX “D”, STATEMENT OF WORK**

### **D1. Renting of Portable Two-Way Digital Radios, associated accessories, and unlimited air time.**

Department of Justice (JUS) requires to rent Seventy (70) portable two-way digital radios, associated accessories, unlimited airtime, Battery must last a minimum of 12 hrs and 24/7 technical support to upkeep its operations in the National Capital Region (NCR).

### **D2. Objective**

This Contract is required to upgrade JUS’s aged communication system to allow JUS security personnel in the NCR to communicate with each other effectively. To accomplish this goal, equipment and a broadcast/wireless support system must be in place and maintained. The units would connect all elements of security and allow JUS Corporate Security to coordinate with their front line guard force during emergencies, providing 24/7 emergency management and response to JUS buildings in the NCR.

### **D3. Background**

Mandatory under the Canada Labour Code Part 2 and the Policy on Government Security (PGS), Departments must ensure security, protection, health and safety of its employees and visitors to its premises. In order to comply with legislations, JUS Corporate Security must continue to ensure its communication system is operational 24/7.

Due to the ever changing technology and wear and tear of equipment, purchasing of a complete two way radio system, including repeaters, base station, access fee and air time has proven to be cost prohibitive. Renting of a digital two-way radio system which includes replacement of any broken or aging equipment is the best cost effective solution.

### **D4. Requirement**

The Contractor must provide the following:

#### **4.1 Rental equipment**

- 4.1.1 Seventy (70) Mototrola XPR series or equivalents portable two-way digital radios with analog capability
- 4.1.2 Two (2) base stations
- 4.1.3 Five (5) multi-unit (six (6)) chargers
- 4.1.4 Forty (40) single radios and adapters to charge radios when a multi-unit charger is not available
- 4.1.5 Seventy (70) clips
- 4.1.6 Seventy (70) batteries and fifteen (15) spare batteries
- 4.1.7 Seventy (70) speaker microphones with a push-to-talk option
- 4.1.8 Unlimited airtime and access
- 4.1.9 24/7 technical support
- 4.1.10 Maintenance of the equipment, parts replacement, and upgrades as required throughout the contract period, physical damage not included.

## **4.2 Radios**

- 4.2.1 The radios must be a Motorola XPR series or equivalents, to work with accessories that DoJ already own.
- 4.2.2 The radio's mode of operation must be digital and analog capable.
- 4.2.3 The radio must have at least five **(5)** programmable channels (minimum).
- 4.2.4 The radio must be programmable without dismantling the radio.
- 4.2.5 The display must have a battery status indication to help the user anticipate when the battery is about to require recharging.

## **4.3 Remote Speaker Microphone**

- 4.3.1 The remote speaker microphone must have a clip on the back.
- 4.3.2 The remote speaker microphone must have a volume control on the remote speaker microphone itself.

## **4.4 Multi-unit (six (6) units or more) Charger**

- 4.4.1 The multi-unit (six (6) units or more) charger must provide a full charge to the rechargeable battery within three (3) hours.
- 4.4.2 The multi-unit (six (6) units or more) charger must incorporate lights that indicate either a charge in progress or a charge cycle that is completed.

## **4.5 Services**

The Contractor must provide the following:

- 4.5.1 Unlimited airtime supporting five **(5)** distinct channels, using the provided units.
- 4.5.2 External radios (non-JUS) must not be able to access the five **(5)** distinct channels supplied for the supplied Radios, providing JUS with a private system.
- 4.5.3 Provide services within 48 hours expected response time to resolve any deficiencies, for example, loss of signal, dead zones, channel programming/synching and others as required.
- 4.5.4 Provide a Technical Help line 1-800 number with 24/7 expected response time.
- 4.5.5 Clear communications capabilities between each unit in all environments, such as, but not limited to, basements, high-rise facilities (10 above-ground stories or more), stairwells, rain, thunderstorms, and snow storms. This clear communication capability must extend to a minimum twenty-five (25) km radius of 284 Wellington Street, Ottawa, Ontario. All transmissions sent must be received clearly by users regardless of existing traffic on that channel.

## **D5. Tasks**

The Contractor must:

- 5.1 Provide serviceable equipment and unlimited air time throughout the period of the contract;
- 5.2 Provide maintenance services within 48 hours expected response time to resolve any deficiencies, for example, loss of signal, dead zones, channel programming/synching and others as required;

- 5.3 Provide a Technical Help line 1-800 number with 24/7 expected response time;
- 5.4 Inform JUS's Security Officer of the delivery of replacements and its associated parts, or service of defective equipment and upgrades; and
- 5.5 Coordinate with the Security Officer at all times when on site.

## **D6. Deliverables**

- 6.1 Deliver the seventy (70) portable two-way digital radios and accessories to 284 Wellington Street, Ottawa. Ontario;  
Radios must be delivered 10 business days after award of contract. All radios should be delivered at the same time.

## **D7. Limitations and Constraints**

- 7.1 All installation, and on-site servicing must be provided during business hours; and
- 7.2 The Contractor must provide a quick turnaround for upgrades, replacements, and delivery of defective units within 48 hours turn-around time to JUS.

## **D8 Environmental Considerations**

As of April 2006, the Government of Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. The environmental impact assessment of a product and/or service considers the whole life cycle of the product and/or service. Therefore, the Department of Justice encourages product/service Contractors to improve their operations to reduce their negative impact on the environment.

### **D8.1 Environmental Properties Behaviour Recommended**

#### **D8.1.1 Use of Teleconference and Public Transit**

Project Authority and the Contractor are encouraged to

- use video and/or teleconferencing where possible to cut down unnecessary travel.
- use public transit where feasible.

#### **D8.1.2 Shipping and Packaging**

The Contractor is encourage to:

- Reduce packaging volume and weight for any goods shipped to JUS
- Use reusable shipping materials, including reusable plastic, crates and corrugated boxes.

## APPENDIX “E”, BASIS OF PAYMENT

During the period of the contract, the Contractor will be paid as specified below, for Work performed in accordance with the Contract.

All deliverables are in Canadian funds, F.O.B. Destination, Canadian Customs Duty included and applicable taxes are extra.

### E1 - Initial Contract Period (1 Year, exact dates will be included at contract award):

Items	A Firm Monthly Unit Price	B Quantity	C (=AxB) Extended Monthly Price
Portable two-way digital radios	\$ _____	70	\$ _____
Base stations	\$ _____	2	\$ _____
Multi-unit (6 unit or more) chargers	\$ _____	5	\$ _____
Single Charger and Adapters	\$ _____	40	\$ _____
Clips	\$ _____	70	\$ _____
Batteries	\$ _____	85	\$ _____
Earpieces	\$ _____	0	\$ _____
Speaker microphones	\$ _____	70	\$ _____
Unlimited airtime and access	\$ _____	Unlimited	\$ _____
24/7 Technical support	\$ _____	24/7	\$ _____
Maintenance of the equipment, parts replacement, and upgrades to the equipment	\$ _____	All	\$ _____
<b>FIRM MONTHLY PRICE (excluding applicable taxes)</b>			<b>\$ _____</b>

**E2 - Option Period #1 (1 Year, exact dates will be included at contract award)**

<b>Items</b>	<b>A Firm Monthly Unit Price</b>	<b>B Quantity</b>	<b>C (=AxB) Extended Monthly Price</b>
Portable two-way digital radios	\$ _____	70	\$ _____
Base stations	\$ _____	2	\$ _____
Multi-unit (6 units or more) chargers	\$ _____	5	\$ _____
Single chargers and Adapters	\$ _____	40	\$ _____
Clips	\$ _____	70	\$ _____
Batteries	\$ _____	85	\$ _____
Earpieces	\$ _____	0	\$ _____
Speaker microphones	\$ _____	70	\$ _____
Unlimited airtime and access	\$ _____	Unlimited	\$ _____
24/7 Technical support	\$ _____	24/7	\$ _____
Maintenance of the equipment, parts replacement, and upgrades to the equipment	\$ _____	All	\$ _____
<b>FIRM MONTHLY PRICE (excluding applicable taxes)</b>			\$ _____

**E3 - Option Period #2 (1 Year, exact dates will be included at contract award)**

<b>Items</b>	<b>A Firm Monthly Unit Price</b>	<b>B Quantity</b>	<b>C (=AxB) Extended Monthly Price</b>
Portable two-way digital radios	\$ _____	70	\$ _____
Base stations	\$ _____	2	\$ _____
Multi-unit (6 units or more) chargers	\$ _____	3	\$ _____
Single chargers and Adapters	\$ _____	40	\$ _____
Clips	\$ _____	70	\$ _____
Batteries	\$ _____	85	\$ _____
Earpieces	\$ _____	0	\$ _____
Speaker microphones	\$ _____	70	\$ _____
Unlimited airtime and access	\$ _____	Unlimited	\$ _____
24/7 Technical support	\$ _____	24/7	\$ _____
Maintenance of the equipment, parts replacement, and upgrades to the equipment	\$ _____	All	\$ _____
<b>FIRM MONTHLY PRICE (excluding applicable taxes)</b>			\$ _____



**E4 - Option Period #3 (1 Year, exact dates will be included at contract award)**

<b>Items</b>	<b>A Firm Monthly Unit Price</b>	<b>B Quantity</b>	<b>C (=AxB) Extended Monthly Price</b>
Portable two-way digital radios	\$ _____	70	\$ _____
Base stations	\$ _____	2	\$ _____
Multi-unit (6 units or more) chargers	\$ _____	5	\$ _____
Single chargers and Adapters	\$ _____	40	\$ _____
Clips	\$ _____	70	\$ _____
Batteries	\$ _____	85	\$ _____
Earpieces	\$ _____	0	\$ _____
Speaker microphones	\$ _____	70	\$ _____
Unlimited airtime and access	\$ _____	Unlimited	\$ _____
24/7 Technical support	\$ _____	24/7	\$ _____
Maintenance of the equipment, parts replacement, and upgrades to the equipment	\$ _____	All	\$ _____
<b>FIRM MONTHLY PRICE (excluding applicable taxes)</b>			\$ _____

**E5 - Option Period #4 (1 Year, exact dates will be included at contract award)**

<b>Items</b>	<b>A Firm Monthly Unit Price</b>	<b>B Quantity</b>	<b>C (=AxB) Extended Monthly Price</b>
Portable two-way digital radios	\$ _____	70	\$ _____
Base stations	\$ _____	2	\$ _____
Multi-unit (6 units or more) chargers	\$ _____	3	\$ _____
Single chargers and Adapters	\$ _____	40	\$ _____
Clips	\$ _____	70	\$ _____
Batteries	\$ _____	85	\$ _____
Earpieces	\$ _____	0	\$ _____
Speaker microphones	\$ _____	70	\$ _____
Unlimited airtime and access	\$ _____	Unlimited	\$ _____
24/7 Technical support	\$ _____	24/7	\$ _____
Maintenance of the equipment, parts replacement, and upgrades to the equipment	\$ _____	All	\$ _____
<b>FIRM MONTHLY PRICE (excluding applicable taxes)</b>			\$ _____

## APPENDIX “F”, VENDOR INFORMATION AND AUTHORIZATION FORM

### Vendor Name and Address

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### Legal Status (incorporated, registered, etc.)

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

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

Print Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

### Central Point of Contact

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

Name and Title \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

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

## APPENDIX “G” INTEGRITY REGIME VERIFICATION FORM

The supplier should complete the Form and submit it precedent to contract award.\*

Supplier's legal name:	
Organizational structure:	<input type="checkbox"/> corporate entity <input type="checkbox"/> privately owned corporation <input type="checkbox"/> sole proprietor
Bidder's address:	
<a href="#">Procurement Business Number (PBN):</a>	

Directors / Owners *		
First Name	Last Name	Position (if applicable)

**\* Note:**

- i. Suppliers, including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- ii. Privately owned corporations must provide the names of the owners of the corporation.
- iii. Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- iv. Suppliers that are a partnership do not need to provide a list of names.