



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

**Office of the Secretary to the Governor
General
Bureau du secrétaire du gouverneur
général**

Email: OSGGContracts@gg.ca
Attn: Richard Boudreau

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Office of the Secretary to the
Governor General**

We hereby offer to sell to 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.

**Proposition aux: Bureau du secrétaire du
gouverneur général**

Nous offrons par la présente de vendre au Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s).

**Instructions : See Herein
Instructions: Voir aux présentes**

Issuing Office – Bureau de distribution

Office of the Secretary to the Governor
General
Bureau du secrétaire du gouverneur général
Matériel Management | Gestion du matériel
1, promenade Sussex Drive
Ottawa, Ontario K1A 0A1

Title – Sujet	
LEASE OF PORTABLE TWO WAY RADIOS	
Solicitation No. – N° de l'invitation	Date
19-0239	July 11, 2019
Solicitation Closes – L'invitation prend fin at – à 14:00 PM on – 20 August, 2019	Time Zone Fuseau horaire EDT
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to: - Adresser toutes questions à :	
OSGGContracts@gg.ca	
Telephone No. – N° de téléphone :	
613-990-7637	
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 Summary

- 1.1.1 The Office of the Secretary to the Governor General (OSGG) requires the services of a Contractor to lease two way portable radios located at Rideau Hall in Ottawa, Ontario and at The Citadelle in Quebec, Quebec.
- 1.1.2 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Columbia Free Trade Agreement (CCoFTA) and the Canada-Honduras Free Trade Agreement (CHFTA).

1.2 Security Requirements

- 1.2.1 There is no security requirement under this solicitation.

1.3 Statement of Work

- 1.3.1 See Annex "A" Statement of Work herein.

1.4 Office of the Procurement Ombudsman (OPO)

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

1.5 Debriefings

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



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

2.1.2 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.

2.1.3 The [2003](#) (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.1.4 Additional instructions - *SACC Manual Clauses - B3000T* (2006-06-16) Equivalent products

2.1.4.1 Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:

- i. designates the brand name, model and/or part number of the substitute product;
- ii. states that the substitute product is fully interchangeable with the item specified;
- iii. provides complete specifications and descriptive literature for each substitute product;
- iv. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
- v. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.

2.1.4.2 Products offered as equivalent in form, fit, function and quality will not be considered if:

- i. the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
- ii. the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.

2.1.4.3 In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

2.2 Submission of Bids

2.2.1 Bids must be submitted only to the Office of the Secretary to the Governor General (OSGG) by the date, time and place indicated on page 1 of the bid solicitation.



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

2.3 Former Public Servant

2.3.1 Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

2.3.2 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:

- i. an individual;
- ii. an individual who has incorporated;
- iii. a partnership made of former public servants; or
- iv. 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.

2.3.3 Bidders must complete the FPS Certification at Part 5.



2.4 Enquiries - Bid Solicitation

- 2.4.1 All enquiries must be submitted in writing to the Contracting Authority no later than twenty (20) calendar days before the bid closing date. Enquiries received after that time may not be answered.
- 2.4.2 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

- 2.5.1 Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- 2.5.2 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.

2.6 Improvement of Requirement during Solicitation Period

- 2.6.1 Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least Twenty (20) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

3.1.1 Canada requests that Bidders provide their bid in separate sections as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

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

3.2 Section I: Technical Bid

3.2.1 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.

3.2.2 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.

3.3 Section II: Financial Bid

3.3.1 Bidders must submit their financial bid in accordance with the Pricing Schedule detailed in Annex "B" Basis of Payment.

3.4 Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

4.1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

4.1.2 An evaluation team composed of representatives of Canada will evaluate the bids.

4.2 Technical Evaluation

4.2.1 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-compliant 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.

Number	Mandatory Technical Criteria	MET	NOT MET
MT1	<p>The Bidder must propose a two-way radio, either the Motorola SL7000 series radio or an equivalent, and demonstrate how it meets or exceeds the specifications as defined in Annex A, Statement of Work (SOW) at para 4.1:</p> <ul style="list-style-type: none"> i. Maximum dimensions of 130 mm x 60 mm x 18 mm including battery (HxWxL); ii. Maximum weight of 160 grams including battery; iii. Minimum battery life of 8 hours such as a 2300 mAh battery or equivalent; iv. Minimum of 2 watts of power output; v. Digital; vi. Minimum of 5 separate channels; vii. Supports either Bluetooth and/or wireless earpieces; viii. Capable of being recharged in multi-unit chargers; and ix. Operates on an Ultra High Frequency (UHF). 		
MT2	<p>The Bidder must demonstrate that its network system meets or exceeds the requirements as defined in Annex A, Statement of Work (SOW) at para 4.3:</p> <ul style="list-style-type: none"> i. Operates on an Ultra High Frequency (UHF); ii. Covers up to a 20 km radius of Rideau Hall or the Citadelle of Québec for coverage at various locations in the National Capital Region and Québec such as, but not limited to, 		



Number	Mandatory Technical Criteria	MET	NOT MET
	various hotels, airports, etc; iii. Provides complete coverage both indoors and outdoors; iv. Minimal frequency interference for all areas of geographical deployment; v. Very high degree of confidentiality (i.e. frequency solely available to OSGG users); vi. Frequency licensing with Industry Canada; vii. Capable of programming different talk groups on different portable radios and/or mobile base station units; viii. Capable of handling a network with a minimum of five (5) talk groups simultaneously; and ix. Must allow each talk group to operate independently of the other talk groups and at the same time as all the other talk groups.		
MT3	The Bidder must demonstrate its ability to meet the required number of radios, including the additional “as and when required” as defined in Annex A, Statement of Work (SOW)		
MT4	The Bidder must demonstrate its capacity to provide as-and-when required technical support services, at both locations, during regular business hours (Monday to Friday from 08:00 to 16:00).		

4.3 Financial Evaluation

4.3.1 The price of the bid will be evaluated as follows:

- i. Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
- ii. foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.

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

4.3.3 Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.



4.3.4 For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

4.4 Basis of Selection - Mandatory Technical Criteria

4.4.1 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.



PART 5 - CERTIFICATIONS

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Required with the Bid

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

5.2 Former Public Servant – Competitive Bid

5.2.1 Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

5.2.2 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.

5.2.3 Former Public Servant in Receipt of a Pension

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

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

- a. name of former public servant;
- 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](#).

5.2.4 Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

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

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

Signature of Authorized Individual

Date



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

6.2.1 The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid dated _____.

6.3 Standard Clauses and Conditions

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

6.3.2 General Conditions

[2010C](#) (2018-06-21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.3.3 Supplemental General Conditions

The following SACC manual Clauses are incorporated by reference and form part of this Contract:

ID	Date	Title
A9068C	2010-01-11	Government Site Regulations
C2000C	2007-11-30	Taxes – Foreign-based Contractor

6.4 Term of Contract

6.4.1 Period of the Contract

6.4.1.1 The Contractor must, between the date of Contract award and the 1st day of September 2020 perform and complete with care, skill, diligence and efficiency the work described in the Annex "A" entitled "Statement of Work".

6.4.2 Option to Extend the Contract

6.4.2.1 The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) 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 the Basis of Payment.

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Melanie Vezina
Title: Manager, Materiel Management
Office of the Secretary to the Governor General
Address: 1 Sussex Drive
Ottawa, Ontario, K1A 0A1
Telephone: 613-991-9351
E-mail: melanie.vezina@gg.ca

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

6.5.2 Project Authority (to be inserted at contract award).

The Project Authority for the Contract is:

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

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

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



6.5.3 Contractor's Representative (to be inserted at contract award).

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail: _____.

6.6 Proactive Disclosure of Contracts with Former Public Servants (to be confirmed at contract award)

6.6.1 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.

6.7 Payment

6.7.1 Basis of Payment

6.7.1.1 The Contractor will be paid for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex "B", to a limitation of expenditure of \$_____ (*insert amount at contract award*). Customs duties are excluded and Applicable Taxes are extra.

6.7.2 Limitation of Expenditure

6.7.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$_____. Customs duties are included, and Applicable Taxes are extra.

6.7.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority.

6.7.2.3 The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- i. when it is 75% committed, or
- ii. four months before the contract expiry date, or
- iii. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.



6.7.2.4 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Method of Payment

6.7.3.1 Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- i. 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;
- ii. all such documents have been verified by Canada;
- iii. the Work delivered has been accepted by Canada.

6.7.4 Applicable Taxes

6.7.4.1 Applicable taxes are not included in the amounts shown in the Basis of Payment. Applicable taxes, which are estimated at \$_____ (*insert amount 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.

6.8 Invoicing Instructions

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

6.8.2 Invoices must be distributed as follows:

- a) The original copy must be forwarded to the address shown on page 1 of the Contract or by email at OSGGContracts@gg.ca for certification and payment.

6.9 Compliance

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

6.10 Applicable Laws

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



6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) [2010C](#) (2018-06-21), General Conditions - Services (Medium Complexity)
- (c) Annex A , Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ (*insert date of bid*)

6.12 Insurance Requirements

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

6.13 Dispute Resolution

6.13.1 The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and 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 1-866-7345169 or by e-mail at opo-boa@opa-boa.gc.ca.

6.14 Contract administration

6.14.1 The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [\[the supplier or the contractor or the name of the entity awarded this contract\]](#) respecting administration of this 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 this 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 opo-boa@opa-boa.gc.ca.



ANNEX "A" -STATEMENT OF WORK

FOR THE PROVISION OF TWO-WAY RADIO LEASING SERVICES IN SUPPORT TO THE OFFICE OF THE SECRETARY TO THE GOVERNOR GENERAL (OSGG)

1.0 GENERAL

- 1.1 The purpose of this Statement of Work is to define the deliverables and the responsibilities required to perform leasing services for two-way radios to the Office of the Secretary to the Governor General (OSGG).

2.0 BACKGROUND

- 2.1 The OSGG supports the governor general in fulfilling his/her constitutional, State and ceremonial responsibilities. To help Canadians understand the roles and responsibilities of the governor general and how he/she fulfills them, the Office offers both a public information program and extensive visitor and interpretation programs at the governor general's historic official residences at Rideau Hall in Ottawa and at the Citadelle in Québec. In total, close to 335 000 people visit these sites each year.
- 2.2 Rideau Hall, in Ottawa, comprises 79 acres and includes open fields, treed areas and many multi-level buildings, most of which are stone and brick structures. The OSGG offers guided tours to the public and hosts hundreds of events throughout the year, some of which can include thousands of visitors.
- 2.3 In Québec, the governor general's residence is located within the Citadelle, the largest British fortress in North America and an integral part of the Québec fortifications, located on Cape Diamond, the city's highest point. Within the walls of the Citadelle are 24 buildings, constructed mostly of stone.
- 2.4 Our current contract for leased radios at Rideau Hall is expiring. Our current two-way radios at the Citadelle are purchases and are at the end of their lifecycle and need to be replaced. These radios are analog, and coverage and quality of communications is no longer acceptable.
- 2.5 Both the leased and purchased units are used by our tour guides, event staff and emergency management personnel at both Rideau Hall in Ottawa and the Residence of the Governor General at the Citadelle.
- 2.6 The OSGG is seeking a leased solution beginning in August 2019 for both locations.

3.0 SCOPE

- 3.1 The OSGG is seeking to lease two-way portable radios for both Rideau Hall and the Citadelle.
- 3.2 The Contractor must provide the following equipment and services:
- i. Supply and set-up of portable two-way radios;
 - ii. Supply and set-up of two (2) base station units: one at Rideau Hall and one at the Residence of the Governor General at the Citadelle;



- iii. Accessories for each portable radio;
- iv. Access to a two-way radio network at each location that meets or exceeds the requirements as defined in para 4.1;
- v. Delivery and pick-up of all equipment and accessories;
- vi. “As-and-when” required technical support services;
- vii. Ongoing maintenance of all units; and
- viii. Two (2) bilingual basic user training sessions, one in Ottawa and one in Québec.

4.0 REQUIREMENTS

The Contractor must provide the following:

4.1 Two-way radio equipment

4.1.1 Provide portable two-way radios: Motorola SL7000 series radios, or equivalent, that meet the following specifications:

- i. Maximum dimensions of 130 mm x 60 mm x 18 mm including battery (HxWxL)
- ii. Maximum weight of 160 grams including battery
- iii. Minimum battery life of 8 hours such as a 2300 mAh battery or equivalent
- iv. Minimum of 2 watts of power output
- v. Digital
- vi. Minimum of five (5) separate channels
- vii. Supports either Bluetooth and/or wireless earpieces
- viii. Capability of being recharged in multi-unit chargers
- ix. Operates on an Ultra High Frequency (UHF)

4.1.2 The estimated number of portable radios required per calendar year are as follows:

Period	Number of Radios		Note
	Rideau Hall	Citadelle	
1 January to 30 April	21	6	Radios must be delivered, installed and tested prior to the commencement of the period to ensure functionality during the completed specified period. Radios must be picked up after the last day of the specified period.
1 May to 31 August	38	15	
1 September to 31 October	24	8	
1 November to 31 December	21	6	
Additional “as and when required”	Up to 20 throughout a year	Up to 20 throughout a year	The OSGG will provide a week’s (seven (7) calendar days) notice for the additional radios required.



4.1.3 All supplied radios must be of the same make and model; and

4.1.4 The two-way radio equipment must be of high performance and rugged construction to be able to withstand adverse field and weather conditions.

4.2 Two-way radio accessories:

- i. Supply and set-up of two (2) base station units that include a desktop microphone and a mag mount antenna equipped with 25-foot length of coaxial cable ready to plug into the two-way radio device;
- ii. All equipment and accessories must be compatible products;
- iii. Each two-way radio hand-held device must include one battery, one belt clip, one earpiece and a charger; and
- iv. Sufficient multi-chargers to charge all portable two-way radios at once.

4.3 UHF network frequency

- i. Operates on an Ultra High Frequency (UHF)
- ii. All units will be required to operate on the Contractor's secure communications network with coverage of a 20-km radius of Rideau Hall and of the Citadelle for coverage at various locations in the National Capital Region (NRC) and Québec such as, but not limited to, various hotels, airports, etc.
- iii. Provide complete network coverage both indoors and outdoors;
- iv. Ensure minimal frequency interference for all areas of geographical deployment;
- v. Very high degree of confidentiality (i.e. frequency solely available to OSGG users);
- vi. Ensure frequency licensing with Industry Canada;
- vii. Two-way radio system capable of programming different talk groups on different portable radio and/or mobile base station units;
- viii. Two-way radio system capable of handling a network with a minimum of five (5) talk groups simultaneously; and
- ix. The system must be able to allow each talk group to operate independently of the other talk groups and at the same time as all the other talk groups.

4.4 Technical support services:

4.4.1 The Contractor must ensure sufficient back-up equipment is available in the event of malfunctions.

4.4.2 The Contractor must provide two (2) bilingual basic user training sessions for up to fifty (50) participants at Rideau Hall and the Citadelle within two (2) weeks of contract award.

4.4.3 The Contractor must provide as-and-when required technical support services to deliver, install, test, troubleshoot and repair or replace equipment during regular business hours



(Monday to Friday from 08:00 to 16:00). A four (4) hour repair service response is required during regular business hours. After-hours issues can be responded to the next business day.

- 4.4.4 The Contractor must provide replacement equipment for malfunctioning devices within 48 hours of receiving a call from OSGG.
- 4.4.5 The Contractor must conduct a complete test of the two-way radio system for the network coverage and programming at commencement of lease. Periodic verification may be required.
- 4.4.6 The Contractor must provide the services of a qualified technician in all instances where technical support services are required. All technicians should be qualified to render the service(s) required; qualification may be in the form of company training, equipment-specific training and certification or a combination of the three.
- 4.4.7 The Contractor must provide ongoing maintenance of all units, including battery exchange, when required,
- 4.4.8 There must be no charges for replacement of radios due to regular wear and tear or accidental damage.
- 4.4.9 Replacement of handset must take place within 48 hours of a service call.

5.0 RESPONSIBILITIES

5.1 OSGG

5.1.1 The OSGG will:

- i. Provide personnel (Technical Authority) that will be available to coordinate activities;
- ii. Maintain inventory;
- iii. Report any loss/damages to equipment within one business day of incident; and
- iv. Should OSGG lose or damage a device due to negligence, beyond normal wear and tear, and it cannot be repaired, OSGG will replace the device at a predetermined market value, as stipulated in the Basis of Payment at Annex "B".

5.2 Contractor

5.2.1 The Contractor must:

- i. Deliver and install all equipment at both locations;
- ii. Provide packing slips for all deliveries and pick-ups for tracking purposes;
- iii. Replace malfunctioning equipment and accessories within 48 hours of receiving a call; and
- iv. Conduct a complete test of the two-way radio system for the network coverage and programming and provide periodic verification, as requested.



6.0 CONSTRAINTS

- 6.1 Rideau Hall has areas of poor reception within the site due to locations within the main building or from dense foliage on the grounds. The two-way radios must offer consistent reception throughout the entire Rideau Hall site, both indoors and outdoors.
- 6.2 The Citadelle has areas of poor reception within the site due to locations within the residence or from the dense stone wall of the fortress. The two-way radios must offer consistent reception throughout the site of the Citadelle, both indoors and outdoors.
- 6.3 The main delivery point for all equipment and services for Rideau Hall will be 1 Sussex Drive, Ottawa, Ontario.
- 6.4 The main delivery point for all equipment and services for the Citadelle will be 1 Côte de la Citadelle, Québec, Quebec.



ANNEX B - BASIS OF PAYMENT

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

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

In its proposal, the Bidder must provide pricing as requested in the table below

If pricing is not provided for component, a price of zero will be assigned for the component and the Bidder will be considered compliant. However if the bidder disagrees then the proposal will be found non-compliant and no further evaluation will be done.

The “estimated quantities” shown are estimates for evaluation purposes only and are not indicative nor a guarantee of the actual number of items to be ordered.

(see table at next page)



Description	Initial Contract Period (A)	Estimated Quantity (B)	(C) (A x B = C)	Option year 1 (D)	Estimated Quantity (E)	(F) (D x E = F)	Option year 2 (G)	Estimated Quantity (H)	(I) (G x H = I)
	Contract award date to September 1, 2020			September 2, 2020 to September 1, 2021			September 2, 2021 to September 1, 2022		
Monthly rental cost per Radio, including all accessories specified in para 4.2, iii	\$ _____	438	\$ _____	\$ _____	438	\$ _____	\$ _____	438	\$ _____
Daily rental cost per Radio, including all accessories specified in para 4.2, iii for Additional "as and when required" radios,	\$ _____	72	\$ _____	\$ _____	72	\$ _____	\$ _____	72	\$ _____
Monthly rental cost per Base Station unit, including all accessories specified in para 4.2, i	\$ _____	24	\$ _____	\$ _____	24	\$ _____	\$ _____	24	\$ _____
Monthly rental cost per Multi-Charger unit,	\$ _____	60	\$ _____	\$ _____	60	\$ _____	\$ _____	60	\$ _____
Equipment replacement cost									
Replacement cost per Radio	\$ _____	1	\$ _____	\$ _____	1	\$ _____	\$ _____	1	\$ _____
Replacement cost per Base station unit	\$ _____	1	\$ _____	\$ _____	1	\$ _____	\$ _____	1	\$ _____
Replacement cost per Desktop Microphone	\$ _____	1	\$ _____	\$ _____	1	\$ _____	\$ _____	1	\$ _____
Replacement cost per Mag Mount Antenna	\$ _____	1	\$ _____	\$ _____	1	\$ _____	\$ _____	1	\$ _____
Replacement cost per Multi-Charger Unit	\$ _____	1	\$ _____	\$ _____	1	\$ _____	\$ _____	1	\$ _____
Replacement cost per Battery	\$ _____	1	\$ _____	\$ _____	1	\$ _____	\$ _____	1	\$ _____
Replacement cost per Charger	\$ _____	1	\$ _____	\$ _____	1	\$ _____	\$ _____	1	\$ _____
Replacement cost per Earpiece	\$ _____	1	\$ _____	\$ _____	1	\$ _____	\$ _____	1	\$ _____
Replacement cost per Belt clip	\$ _____	1	\$ _____	\$ _____	1	\$ _____	\$ _____	1	\$ _____
		Total (C)	\$ _____		Total (F)	\$ _____		Total (I)	\$ _____



Total Bid Value	
Total (C)	\$ _____
Total (F)	\$ _____
Total (I)	\$ _____
Total Bid Value (C + F + I)	\$ _____