

RETURN BIDS TO:

IRCC.BidsReceiving-Receptiondessoumissions.IRCC@cic.gc.ca

FOR ELECTRONIC BIDS:

The electronic mailbox is equipped to send an automatic reply to all messages received. If you do not receive an automatic response, please contact the Contracting Authority to ensure your bid was received. Please note that it is the bidder's sole responsibility to ensure that all bids submitted are received in their entirety by Citizenship and Immigration Canada by the closing date and time indicated in this RFP.

IMPORTANT NOTICE TO SUPPLIERS

The Government Electronic Tendering Service on 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: Citizenship and Immigration 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 Instructions: Voir aux présentes Issuing Office - Bureau de distribution Citizenship and Immigration Canada **Procurement and Contracting Services** 70 Crémazie Gatineau, Québec K1A 1L1

Title – Sujet			
Leasing of Two-Way Radios and ass	ociated requirements		
Solicitation No. – N° de l'invitation	Date		
CIC-151035	23-08-2019		
Solicitation Closes – L'invitation	Time Zone		
prend fin at – à	Fuseau horaire		
2:00 PM on – October 2 nd , 2019	EDT		
F.O.B F.A.B.	201		
Plant-Usine: ☐ Destination: ⊠	Other-Autre:		
Address Inquiries to: - Adresser tout			
IRCC.BidsReceiving-Receptiondessour	missions.IRCC@cic.gc.ca		
Telephone N₀. – N° de téléphone :			
Destination – of Goods, Services, an	d Construction:		
Destination – des biens, services et			
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 Vendor/firm	to sign on behalf of		
VEHUUI/IIIII			
Nom et titre de la personne autorisée	e à signer au nom du		
fournisseur/de l'entrepreneur			
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Signature	Date		



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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the 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 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

1.2 Summary

1.2.1 Citizenship and Immigration Canada (CIC) requires the leasing of fifty-five (55) portable two-way digital radios, associated accessories, unlimited airtime and 24/7 technical support to upkeep its operations in the National Capital Region (NCR).

1.2.2 Single Contract

Canada is seeking to establish a contract for the rental of portable two-way digital radios, accessories, technical/maintenance support, and provision of unlimited airtime as defined in Appendix "D", Statement of Work, for an initial contract period of two (2) years with possibility of two (2) one-year options.

1.2.3 Security Requirements

There are no security requirements associated with this requirement.

1.2.4 The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Canadian Free Trade Agreement (CFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Colombia Free Trade Agreement (CCOFTA), the Canada-Honduras Free Trade Agreement (CHFTA), the Canada-Korea



Free Trade Agreement (CKFTA), and the Canada-Panama Free Trade Agreement (CPAFTA).

1.3 Debriefings

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.

If you have any concerns relating to the procurement process, please refer to the <u>Recourse Mechanisms</u> page on the Buyandsell.gc.ca website. Please note that there are strict deadlines for filing complaints with the Canadian International Trade Tribunal (CITT) or the Office of the Procurement Ombudsman (OPO).

1.4 Mandatory Requirements

Where the words "must", "shall" or "will" appear in this RFP, the clause is to be considered as a mandatory requirement.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All Citizenship and Immigration Canada (CIC) instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the CIC Website at http://www.cic.gc.ca/english/transparency/index.asp

All SACC manual clauses for specific instructions not covered by the standard instructions 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) 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 <u>CIC-SI-001 (2016-05-26)</u> Standard Instructions – Goods or Services Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to Citizenship and Immigration Canada by the date, time and place indicated on page 1 of the bid solicitation.

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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 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 bound sections as follows:

Section I: Technical Bid: One (1) soft copy

Section II: Financial Bid: One (1) soft copy

Section III: Certifications: One (1) soft copy

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

Canada requests that respondents submit their response in unprotected (i.e. no password) PDF format by email. Complete size of emails containing a response must not exceed 10MB. Emails exceeding 10MB will not be received. Should the size of email(s) exceed 10MB, respondents must contact the Contracting Authority at least 48 hours prior to the closing date to discuss alternatives.

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 a numbering system that corresponds to the bid solicitation; and
- (b) page numbering must be used on the bottom right of each page of the proposal

Section I: Technical Bid

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

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with Appendix "E", Basis of Payment The total amount of applicable taxes must be shown separately, if applicable.



Bidders should include the following information in their financial bid by completing Appendix "I", Vendor Information and Authorization and include it with their bid:

- 1. Their legal name;
- 2. Their Business Number (BN); and
- 3. The name of the contact person (including this person's mailing address, phone and facsimile numbers, and email address) authorized by the Bidder to enter into communications with Canada with regards to:
 - a) their bid; and
 - b) any contract that may result from their bid.

Financial proposals must clearly identify the personnel proposed and the associated category for evaluation purposes only. Proposed per diem rates or firm prices must be in Canadian dollars.

The Bidder's rates in response to this RFP and resulting contract(s) must include all overhead, general & administrative costs and profit. Included are the following costs that may be incurred in providing the required services: office space, computer hardware and software, word processing, preparation of reports, photocopying, courier services, facsimile services, telephone services, local travel expenses, and administration related to non-local travel expenses. "Local" as used here is defined as where the Work is to be performed in Canada as may be specified in the RFP and the resulting Contract(s).

Bidders must provide in their financial bid a price breakdown as detailed in Appendix "E", Basis of Payment.

3.2 **SACC Manual Clauses**

C3011T (2013-11-06) - 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 nonresponsive.

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

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 evaluation criteria:

#	component	Requirement	Met / not met	Proposal cross- reference
M1	Radio	The bidder must provide Ultra High Frequency (UHF), portable, two way digital radios with analog capability. The radio model must be recent (produced in 2018) and must not be a discontinued model.		
M2	Accessories	The bidder must provide the following accessories with their radios as per the amount specified in the SOW section 4.1: Base stations, single chargers with outlet plug, repeaters as required, radio belt clips, rechargeable batteries, earpieces		
M3	Remote speaker microphone	The bidder must provide remote Push- to-Talk speaker/microphones with volume control and clip on the back.		
M4	Charging unit	The bidder must provide a multi-unit charger. Said charger must be able to charge at least 6 batteries at once as well as provide a full charge to the rechargeable battery within three (3) hours. The multi-unit charger must		



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		indicate the charge progress to the user.	
M5	Technical support	The bidder must provide written	
		confirmation that they can provide 24/7	
		technical support via a toll-free number.	
M6	Channels	The bidder must provide CIC unlimited	
		airtime on four distinct pre-programmed	
		channels dedicated to CIC use only. The	
		channels must be inaccessible to	
		external radios. Channels must not be	
		blocked or have a busy signal at any	
		time.	
M7	Service	The bidder must agree in writing to	
		respond to any deficiencies (for	
		example; loss of signal, dead zones,	
		channel programming/synching and	
		others as required) within 48 hours of	
1.10	5 /	complaint.	
M8	References	At the time of the bid, the bidder must	
		provide 2 client references where the	
		bidder provided services similar to those	
1.10		required by CIC via this RFP.	
M9	Communication	The bidder must successfully complete	
	test	the Digital Radio Airtime Field Test	
		(DRAFT) described below.	

Digital Radio Airtime Field Test (DRAFT)

CIC will conduct the following field test in order to make a determination on the bids submitted as a result of a competitive process to test the functionality of the radio system provided. This will allow CIC security personnel to determine the success of the lowest compliant bid. Lowest compliant bid must be able to conduct the DRAFT within five (5) working days after being contacted by CIC; otherwise the bid will be considered non-compliant.

Bidder Supplied Equipment:

Four (4) radios, fully charged Two (2) base stations

Bidder to provide:

Bidder must provide one (1) system-certified technician onsite to assist with any issues for the duration of the field test.

Test criteria:

All radios and devices will be tested for Digital transmissions only.



One (1) radio and one (1) base station will be located within 365 Laurier West, Ottawa, Ontario, and will serve as the control centre for this test. Another base station will be located within 70 Crémazie, Gatineau, QC and will serve as the 2nd control centre for this test. All radio communications will be sent and received from both locations. The test sheet will be kept at these locations, in order to register the results of the tests;

Two (2) radios will be used in the field at various preselected sites;

One (1) radio will be located with the CIC Security representative, in order to perform the test to confirm Mandatory Requirement 4.5.6, (a busy signal will not be acceptable at any time). This refers to our 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 CIC radio operator receive a busy signal, or fail to be able to transmit and receive, regardless of existing traffic on that channel; and

A total number of fifteen (15) locations (floors/areas) have been chosen in two CIC buildings with one being located in Ottawa, Ontario, and the other one located in Gatineau, Quebec. These locations have been chosen due to their physical location, and technical difficulties which have historically been experienced with the previous analog radio system. One (1) two-way radios will travel with a selected employee to these various locations to perform the tests. Results will be logged by the two control centres. 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 15 seconds during which no interference or signal loss must occur.

Rating guide:

Zero (0) 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) 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 0 or 1 scale, using the following example:

Locations	365 Laurier Control Centre Transmission Rating (Circle result)	70 Crémazie Control Centre Transmission Rating (circle result)
365 Laurier, JETS BS 1-3	0	0
	1	1
365 Laurier, JETN BS 1-3	0	0
	1	1
365 Laurier, JETS Floors 4+	0	0
	1	1
365 Laurier, JETS Floors 2-3	0	0
	1	1



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T	Immigration Canada	

365 Laurier, JETN Floors 2+	0	0
·	1	1
365 Laurier, Elevators	0	0
·	1	1
365 Laurier, Building Exterior	0	0
	1	1
365 Laurier, Utility Rooms	0	0
	1	1
365 Laurier,	0	0
Server/Telecommunication Rooms	1	1
70 Crémazie, BS	0	0
7 6 Gramazio, 20	1	1
70 Crémazie, Floors 2+	0	0
·	1	1
70 Crémazie, Elevators	0	0
	1	1
70 Crémazie, Building	0	0
Exterior	1	1
70 Crémazie, Utility Rooms	0	0
	1	1
70 Crémazie,	0	0
Server/Telecommunication	1	1
Rooms		
Totals		

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 21/30 (70%) will be considered a successful completion of this test. The final result will be provided to the contracting authority within two business days of the field test.

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.

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 two (2) year contract period and two (2) oneyear option periods.

The "TOTAL EVALUATED PRICE" in Appendix "E", Basis of Payment will be calculated by adding the initial contract period total (subtotal in Table A), Option Year 1 total (subtotal in Table B) and Option year 2 (subtotal in Table C). The sum of the three rows will be used to determine the financial evaluation.



4.1.3 Formulas in Pricing Schedule

If the Pricing Schedule provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a bidder.

4.1.4 Substantiation of Professional Services Rates

In Canada's experience, bidders will from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates for professional services bids, Canada may, but will have no obligation to, require price support for any rates proposed (either for all or for specific resource categories). Examples of price support that Canada would consider satisfactory include:

- a) documentation (such as billing records) that shows that the Bidder has recently provided and invoiced another customer (with whom the Bidder deals at arm's length) for services similar to the services that would be provided by the relevant resource category, where those services were provided for at least one month and the fees charged are equal to or less than the rate offered to Canada (to protect the privacy of the customer, the Bidder may black out the customer's name and personal information on the invoice submitted to Canada);
- a signed contract between the Bidder and an individual qualified (based on the qualifications described in this bid solicitation) to provide services under the relevant resource category, where the amount payable under that contract by the Bidder to the resource is equal to or less than the rate bid for that resource category;
- c) a signed contract with a subcontractor who will perform the work under any resulting contract, which provides that the required services will be provided at a rate that is equal to or less than the rate bid for the relevant resource category (and where the resource meets all the qualifications described in this bid solicitation); or
- d) details regarding the salary paid to and benefits provided to the individuals employed by the Bidder qualified (based on the qualifications described in this bid solicitation) to provide services under the relevant resource category where the amount of compensation, when converted to a per diem or hourly rate (as applicable), is equal to or less than the rate bid for that resource category.

Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (either the information described in the examples above, or other information that demonstrates that it will be able to recover its own costs based on the rates it has proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the rates bid, while, at a minimum, recovering its own costs. Where Canada determines that the information provided by the Bidder does not demonstrate the Bidder's ability to recover its own costs in providing the relevant resource, Canada may declare the bid non-compliant, if the rate is at least 20% of or lower than the median price bid by compliant bidders for the first year of the resulting contract for the relevant resource(s). Only the Firm Per Diem Rates of proposals that are technically responsive will be considered.

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 evaluation criteria to be declared responsive. Each responsive bid will be listed, in order, from the lowest to the highest evaluated price indicated in "**TOTAL EVALUATED PRICE**" in Appendix E - Basis of payment.

The bidder with a responsive bid and the lowest evaluated price will be subject to the Digital Radio Airtime Field Test (DRAFT). Upon successfully passing the DRAFT, the lowest responsive bid will be recommended for contract award.

Should the lowest price responsive bidder fail the DRAFT or unable to perform the DRAFT within five (5) working days of being contacted by CIC, the bidder with the next lowest price responsive bid will then be subjected to the DRAFT. This process will be repeated until a bidder successfully passes the DRAFT.



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 Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the Integrity Regime website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), 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 section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (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.

5.2.2 Integrity Provisions – List of Names

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide a completed List of Names in the Integrity Verification form available on the Integrity Regime website (http://www.tpsgc-pwgsc.gc.ca/ci-if/In-form-eng.html), to be given further consideration in the procurement process.



5.2.3 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 <a href="https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

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.

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 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

There are no security requirements associated with this requirement.



PART 7 - 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 Manual

All instructions, general terms, conditions and clauses identified herein by title, number and date are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual issued by Public Works and Government Services Canada (PWGSC) and in the Citizenship and Immigration Canada Terms and Conditions Manual.

- A1.1 An electronic version of the SACC Manual is available on the Buy and Sell Website: https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual
- A1.2 An electronic version of the Citizenship and Immigration Canada (CIC) Contract Terms and Conditions is available on the CIC Website: http://www.cic.gc.ca/english/transparency/index.asp

A2. Terms and Conditions of the Contract

A2.1 The general terms, conditions and clauses identified herein by title, number and date, are hereby incorporated by reference into and form part of this Contract, as though expressly set out herein, subject to any other express terms and conditions herein contained.

A3. Standard Instructions and Conditions

A3.1 The conditions set out in the <u>CIC-SI-001 (2016-05-26)</u> Standard Instructions – Goods or Services Competitive Requirements, are hereby incorporated by reference into and form part of this Contract.

A4. General Conditions

A4.1 General Conditions <u>CIC-GC-001 (2019-02-15)</u>, Med/High Complexity Goods and Services Contract shall apply to and form part of this Contract.



APPENDIX "B", SUPPLEMENTAL 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 "B" Supplemental Terms and Conditions;
- c) Appendix "A" General Terms and Conditions;
- d) Appendix "C" Terms of Payment;
- e) Appendix "D" Statement of Work;
- f) Appendix "E" Basis of Payment
- g) Appendix "F" Vendor Information and Authorization Form;
- h) the Contractor's proposal dated _____(TBD)

B2. CIC Clauses

The following Citizenship and Immigration Canada Terms and Conditions are incorporated by reference and form part of this Contract:

ID Date Title		Title	
	5-02-16), Co	ntractor Owns Intellectual Property (IP) Rights in Foreground	
<u>Information</u>			
CIC-SC-004 (20	<u>15-02-16), Co</u>	onflict of Interest – Subsequent Request for Proposal (RFP)	

B3. SACC Manual Clauses

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

ID	Date	Title	
A9117C	2007-11-30	T1204 - Direct Request by Customer Department	
A9116C	2007-11-30	T1204 Information Reporting by Contractor	
C0705C	2010-01-11	Discretionary Audit	

B4. Security Requirement

There is no security requirement associated with the requirement.

B5. Period of Contract

The period of the Contract is from December 1st, 2019 to November 30th, 2021.

B5.1 Option to Extend the Contract

The Contractor grants Canada, the irrevocable right to extend the term of the Contract by up to Two (2) 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.

B6. 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.

B7. 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.

B8. 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.

B9. 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.

B10. Statement of Work

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

B11. Authorities

B11.1 Contracting Authority

The Contracting Authority for the Contract is:



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

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.

B11.2 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.

B11.3 Technical Authority

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

The Technical Authority will be responsible for providing guidance on the technical requirements and deliverables.

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APPENDIX "C", TERMS OF PAYMENT

C1. Basis of Payment

Cont	onsideration of the Contractor satisfactorily completing all of its obligations under the tract, the Contractor will be paid a firm monthly price of \$ (insert amount at contract rd). Customs duties are included and applicable taxes are extra.
	al Estimated Contract Price: (insert the sum of the firm price and the ation of expenditure), applicable taxes extra.
Durii	ion to Extend the Contract ng the extended period of the Contract, the Contractor will be paid the firm price of \$ ert amount at contract award) to perform all the Work in relation to the contract extension.
C2.	Method of Payment
cove a b	ada will pay the Contractor on a monthly basis for work performed during the month ered 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; a) all such documents have been verified by Canada; b) the Work performed has been accepted by Canada.
C3.	Applicable Taxes
taxe: total clain	licable taxes are not included in the amounts shown in the Basis of Payment. Applicable s, which are estimated at \$ (to be determined at contract award), are included in the contract amount. Applicable taxes are to be shown as separate items on all invoices and ns for progress payments and will be paid by Canada. The Contractor agrees to remit to ropriate tax authorities any amounts of Applicable Taxes paid or due.
C4.	Invoicing Instructions
	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.
2.	Invoices must be distributed as follows:
	a) The original and one (1) copy must be forwarded to the following address for certification and payment. (Insert the name of the organization) (Insert the address of the organization)
	(Insert the address of the organization)
	b) One (1) copy must be forwarded electronically to : (to be inserted at contract



award)

C5. Travel and Living Expenses

"Canada will not accept any travel and living expenses for:

- a) Work performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2. The National Capital Act is available on the Justice Website: http://laws.justice.gc.ca./en/N-4/;
- b) Any travel between the Contractor's place of business and the NCR; and
- c) Any relocation of resources required to satisfy the terms of the Contract.

These expenses are included in the firm monthly price for professional fees specified above."



APPENDIX "D", STATEMENT OF WORK

D1. Title

Leasing of 55 Portable Two-Way Digital Radios, associated accessories, and unlimited air time.

D2. Objective

Citizenship and Immigration Canada (CIC) requires fifty-five (55) portable two-way digital radios, associated accessories, unlimited airtime and 24/7 technical support to upkeep its operations in the National Capital Region (NCR).

CIC must upgrade the aged communication system to allow CIC 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 CIC Corporate Security to coordinate with their front line guard force during emergencies providing 24/7 emergency management and response to CIC 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, CIC NHQ 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 costly. Renting of a digital two-way radio system which includes replacement of any broken or aging equipment is the most cost effective solution.

D4. Equipment

The Contractor must provide the following:

4.1 Rental equipment

- 4.1.1 Fifty-five (55) portable two-way digital Ultra High Frequency (UHF) radios with analog capability
- 4.1.2 Two (2) base stations
- 4.1.3 Four (4) multi-unit (six (6) units or more) chargers
- 4.1.4 Fifty-five (55) adapters (single unit charger with wall plug)
- 4.1.5 Repeaters as required at no extra cost to CIC
- 4.1.6 Fifty-five (55) belt clips compatible with the radios.
- 4.1.7 Sixty (60) rechargeable batteries
- 4.1.8 Ten (10) earpieces (audio only)
- 4.1.9 Fifty-five (55) speaker microphones with a push-to-talk option



- 4.1.10 Unlimited airtime and access to all channels and lines dedicated to CIC
- 4.1.11 24/7 technical support via phone
- 4.1.12 Maintenance and repair services will be required on "as and when" requested basis during the life cycle of the equipment supplied throughout the contract period.

4.2 Radios

- 4.2.1 The radio's mode of operation must be digital and analog capable.
- 4.2.2 The radio must have a minimum of four (4) pre-programmed channels with one channel being an "All Call". The requirement requires the radio's to be able to switch through all the channels. Broken down as follows:
 - Cremazie Channel 1
 - Ottawa Channel 2
 - Corporate Security Channel 3
 - All Call Channel 4
- 4.2.3 The radio must be programmable without dismantling the radio.
- 4.2.4 The display must have a battery status indication to help the user anticipate when the battery is about to require recharging.
- 4.2.5 The battery's functionality must not be compromised if removed from charger before being completely charged.
- 4.2.6 All radios and charging stations must be newer (2018 at latest) and must not be a discontinued model.

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 charger must indicate the charge progress to the user
- 4.4.3 Must be functional, without and technical issues even if full charge wasn't complete.

4.5 Services

The Contractor must provide the following:

- 4.5.1 Access to unlimited airtime on four (4) distinct channels, including the "All Call", using the provided units without interruption or busy signal.
- 4.5.2 External radios (non-CIC) must not be able to access the four (4) distinct Channels dedicated to CIC use, providing CIC with a private system.
- 4.5.3 Provide services with 24-48 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 toll free Technical Help line available 24/7.
- 4.5.5 The Bidder must demonstrate that he has been contractually bound with a minimum of two (2) external clients (outside of the Bidder's own company) within the last three (3)



years prior to the closing date of this RFP to provide airtime in a similar operational setting.

D5. Deliverables

The Contractor must:

- 5.1 Provide equipment and unlimited air time throughout the period of the contract;
- 5.2 Provide maintenance services on said equipment with 24-48 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 CIC'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.
- 5.6 Deliver the fifty-five (55) portable two-way digital radios and accessories at 365 Laurier Avenue, Ottawa. Ontario;
- 5.7 Install the equipment at 365 Laurier Avenue, Ottawa, Ontario, and at 70 Crémazie Street, Gatineau, Quebec; and
- 5.8 Perform a live test to verify the connectivity of the system (broadcast/wireless) signals before the installation is complete.

D6. Limitations and Constraints

- 6.1 All installation, and on-site servicing must be provided during business hours; and
- 6.2 Provide a quick turnaround for upgrades and replacement and delivery of defective units with 24-48 hours turn-around time to CIC's sites.
- 6.3 All equipment including accessories must be replaced if broken or malfunctioning and a contingency charge is to be added to the total for that purpose.

D7. Availability of Personnel

The Contractor certifies that he/she, its employees and subcontractors will be available to commence performance of the work from the Contract award date and will remain available to perform the work in relation to the fulfillment of this requirement.



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 F.O.B. Destination, and Canadian Customs Duty included and applicable taxes are extra.

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with this Basis of Payment, Appendix "E".

Canada's total liability to the Contractor under the Contract shall not exceed \$_______, including all options, travel expenses and all applicable taxes. (To be completed at contract award)

The Bidder must complete this pricing schedule and include it in its financial bid. Other than completing required section(s) in the pricing table below, the bidder must not make any other changes or alternations. By doing so will render the bidder's response non-compliant and will be eliminated from the competition.

Initial Contract period (December 1st, 2019 to November 30th, 2021) - Table A

Item	Firm Unit	Quantity	Extended
	Monthly Price (\$)	Required	Monthly Cost (\$)
Dortable Two Wey Dortie			(Φ)
Portable Two-Way Radio		55	
Base station		2	
Multi-Unit Charger		4	
Single charger adapter		55	
Belt clips		55	
Batteries		60	
Earpiece		10	
Speaker microphones		55	
Unlimited access and airtime			
24/7 technical support			
Equipment maintenance, equipment and parts replacement and upgrades			
		Subtotal	
	Taxe	s (GST/HST)	
	To	otal – Table A	



Option Period 1 (December 1st, 2021 to November 30th, 2022) - Table B

Item	Firm Unit Monthly Price (\$)	Quantity Required	Extended Monthly Cost (\$)
Portable Two-Way Radio		55	, ,
Base station		2	
Multi-Unit Charger		4	
Single charger adapter		55	
Belt clips		55	
Batteries		60	
Earpiece		10	
Speaker microphones		55	
Unlimited access and airtime			
24/7 technical support			
Equipment maintenance, equipment and parts replacement and upgrades			
	Tava	Subtotal	
		s (GST/HST) otal – Table B	

Option Period 2 (December 1st, 2022 to November 30th, 2023) - Table C

Item	Firm Unit Monthly Price (\$)	Quantity Required	Extended Monthly Cost (\$)
Portable Two-Way Radio		55	
Base station		2	
Multi-Unit Charger		4	
Single charger adapter		55	
Belt clips		55	
Batteries		60	
Earpiece		10	
Speaker microphones		55	
Unlimited access and airtime			



24/7 technical support			
Equipment maintenance, equipment and parts replacement and upgrades			
Subtota		Subtotal	
	Taxe	s (GST/HST)	
	To	tal – Table C	

Total Evaluated price

TABLE A – SUBTOTAL (excluding taxes)	To be provided by Bidder
TABLE B – SUBTOTAL (excluding taxes)	To be provided by Bidder
TABLE C – SUBTOTAL (excluding taxes)	To be provided by Bidder
TOTAL EVALUATED PRICE = SUM OF TABLE A + TABLE B + TABLE C (excluding taxes)	To be provided by Bidder



APPENDIX "F", VENDOR INFORMATION AND AUTHORIZATION FORM

Vendor Name and Address			
Legal Status (incorpo	prated, registered, etc.)		
☐ Individual (Sole policy of Colors	orporation		
Other (specify):			
GST or HST Registra	tion Number and Business Number (Revenue Canada)		
Name and Title of Pe	rson authorized to sign on behalf of Vendor		
Print Name	Title		
Signature	Date		
Central Point of Conf	act		
	nated the following individual as a central point of contact for all matters sed contract, including the provision of all information that may be		
Name and Title			
Telephone	Fax		
Email			

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

