



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des
soumissions/Travaux publics et Services
gouvernementaux Canada**

**See herein for bid submission
instructions/**

**Voir la présente pour les
instructions sur la présentation
d'une soumission**

**NA
Ontario**

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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

Comments - Commentaires

Address enquiries to the Contracting Authority at
cynthia.lamorie@tpsgc-pwgsc.gc.ca

Title - Sujet Lease Portable VHF Radio Sets Location de postes radio VHF portatifs	
Solicitation No. - N° de l'invitation W0107-21M007/A	Date 2021-05-17
Client Reference No. - N° de référence du client W0107-21-M007	
GETS Reference No. - N° de référence de SEAG PW-\$PET-907-1674	
File No. - N° de dossier PET-0-53020 (907)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-06-16 Heure Avancée de l'Est HAE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Lamorie, Cindy	Buyer Id - Id de l'acheteur pet907
Telephone No. - N° de téléphone (613) 401-3643 ()	FAX No. - N° de FAX (613) 687-6656
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: IAW the SOW para 6	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Public Works and Government Services Canada Supply and
Services Operation
Petawawa Procurement
Building S-111, Rm C-114
101 Menin Rd. Garrison Petawawa
Petawawa
Ontario
K8H 2X3

Delivery Required - Livraison exigée See Herein – Voir ci-inclus	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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W0107-21M007/A
Client Ref. No. - N° de réf. du client
W0107-21M007

Amd. No. - N° de la modif.
File No. - N° du dossier
PET-0-53020

Buyer ID - Id de l'acheteur
PET907
CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Statement of Work

The Department of National Defence requires the lease of Portable Handheld and Manpack VHF Radio Sets including delivery, accessories, training and support to various locations in Ontario.

The period of the Contract is 1 September 2021 – 31 March 2024, with two (2) irrevocable option periods from 1 April 2024 to 31 March 2025 and 1 April 2025 to 31 March 2026 for the purpose of extending the lease of the initial 250 VHF Radio Sets. The Department of National Defence would like the option to lease an additional seventy-five (75) Portable VHF Radio Sets with two (2) irrevocable option periods from 1 April 2022 - 31 March 2023 and 1 April 2023 – 31 March 2024.

1.2 Debriefings

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

1.3 Canadian Content

The requirement is limited to Canadian services.

1.4 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2020-05-28) 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 the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the RFSO:

PWGSC Ontario Region Bid Receiving Unit

Only bids submitted using epost Connect service will be accepted. The bids must send an email requesting to open an epost Connect conversation to the following address:

TPSGC.orrceptiondessomissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instruction [2003](#), or to send offers through an epost Connect message if the Offeror is using its own licensing agreement for epost Connect.

It is the Bids responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the Request for Proposal closing date.

Transmission of bids by facsimile or hardcopy to PWGSC will not be accepted.

2.3 Former Public Servants

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.

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information, for all 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: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

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.

2.4 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 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

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.

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
- Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

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

Transmission of offers by facsimile or hardcopy to PWGSC will not be accepted.

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 and describe their approach in a thorough, concise and clear manner for carrying out the work.

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

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B".

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "D" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "D" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

3.1.3 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the 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

Details regarding the devices and software, including brochures and spec sheets, must be submitted with the bid as per Attachment 1 to Part 4. Bidders must include the page and reference #'s of their supporting documentation contained in the Bidders Technical submission which demonstrate compliancy with each specific mandatory technical criteria.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

Any offer which fails to meet the following mandatory requirements will be deemed non-responsive and will receive no further consideration:

- a) Pricing must be provided for all items and all pricing periods.
- b) Bidders must submit their financial bid in accordance with Annex "B" Basis of Payment in Canadian Funds.

4.1.2.2 Financial Evaluation

For evaluation purposes only, to calculate the bidder's evaluated price the following formula will apply:

The extended price for Pricing Basis A, B & C is the sum of the Bidders Firm Unit Price or Firm Daily Rate multiplied by the Quantity for each line item for all years including option years.

For Annex B, Pricing Basis "D", the estimated usage for each year including option years must be multiplied by the percentage discount price of the Bidder to arrive at an extended price.

The evaluated price is the sum of all extended prices for all line items including option years.

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Delivered Duty Paid, Canadian customs and excise tax included.

4.2 Basis of Selection

4.2.1 Basis of Selection – Mandatory Technical Criteria

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.

ATTACHMENT 1 TO PART 4 – EVALUATION CRITERIA

#	Mandatory Technical Criteria		Reference #	Page #
<p>The following mandatory criteria must be demonstrated with supporting documentation in the form of a User Manual, technical/sales brochures and certifications that must be provided with the Bidder's response at the time of bid submission. Failure to submit supporting documentation that clearly demonstrates the essential mandatory technical criteria listed below, may render the bid non-compliant and will not be given further consideration.</p>				
1	The Portable Handheld VHF Radios must:		Reference #	Page #
	1.1	Must operate at temperatures varying between -25 and +60 degrees Celsius;		
	1.2	Must be capable of operating at frequencies ranging from 30.20 MHz to 87.775 MHz		
	1.3	Must be capable of communication at a minimum LOS range of 5km		
	1.4	Must weigh no more than 1.5 kg including the battery pack		
	1.5	Must meet standard MIL-STD-810G		
	1.6	Must have a minimum of 8 pre-programmable channels		
	1.7	Must have 25-kHz spacing		
	1.8	Must have a rugged interface that allows the user to programme frequencies on the device		
	1.9	Must be analog frequency modulated		
	1.10	Must be compatible with 150 Hz tone squelch		
2	The Portable Manpack VHF Radios must:			
	2.1	Must operate at temperatures varying between -25 and +60 degrees Celsius		
	2.2	Must be capable of operating at frequencies ranging from 30.20 MHz to 87.775 MHz		
	2.3	Must be capable of communication at a minimum LOS range of 10km		
	2.4	Must weigh no more than 5.5 kg including the battery pack		
	2.5	Must meet standard MIL-STD-810G		
	2.6	Must have a minimum of 8 pre-programmable channels		
	2.7	Must have 25-kHz spacing		
	2.8	Must have a rugged interface that allows the user to programme frequencies on the device		
	2.9	Must be analog frequency modulated		
	2.10	Must be compatible with 150 Hz tone squelch		
	2.11	Minimum of 10 Watt output		

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 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 declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) 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 provided 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 property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

() the services offered are Canadian services as defined in paragraph 4 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#), Example 2, of the [Supply Manual](#).

5.2.3.1.1 SACC Manual clause [A3050T](#) (2020-07-01) Canadian Content Definition

5.2.3.2 Board of Directors Certification

In accordance with the [Ineligibility and Suspension Policy](#), Section 17, Bidders are required to provide a list of their Board of Directors as part of their bid. Bidders are requested to complete Annex "E" - Additional Certification Information 1. Board of Directors.

5.2.3.3 Procurement Business Number (PBN)

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Contractors are required to have a Procurement Business Number (PBN) as part of their bid. Bidders are requested to complete Annex "E" - Additional Certification Information 2. Procurement Business Number (PBN). Suppliers may register for a PBN online at [Supplier Registration Information](#) (SRI). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

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

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

6.3 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A and B of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

6.4 Standard Clauses and Conditions

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

6.4.1 General Conditions

[2035](#) (2020-05-28), General Conditions – Higher Complexity - Services apply to and form part of the Contract.

6.4.2 Supplemental General Conditions

[4001](#) (2015-04-01), Hardware Purchase, Lease and Maintenance, apply to and form part of the Contract.

[4003](#) (2010-08-16), Licensed Software, apply to and form part of the Contract.

[4004](#) (2013-04-25), Maintenance and Support Services for Licensed Software, apply to and form part of the Contract.

6.5 Term of Contract

6.5.1 Period of the Contract

The period of the Contract is from 1 September 2021 to 31 March 2024 inclusive.

6.5.2 Delivery Date – Firm Requirement

All the deliverables (Firm Requirement) must be received on or before 1 September 2021

6.5.2.1 Delivery Period – Optional Quantity

All of the optional Portable Handheld VHF Radio Sets must be received within a period of sixty (60) calendar days after receipt of a Contract amendment to exercise this option.

6.5.2.2 Delivery Period – Training

Training must be completed between 1 October 2021 and 30 November 2021.

6.5.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one 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 the 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 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.

6.5.4 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

6.5.5 Shipping Instructions – Freight on Board Destination FOB

FOB Destination to the delivery points as specified in Annex "A" of the Contract including all delivery charges and customs duties and Applicable Taxes.

6.6 Authorities

6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Cindy Lamorie
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Address: 101 Menin Rd, Garrison Petawawa

Telephone: 613-401-3643
Facsimile: 613-687-6656
E-mail address: cynthia.lamorie@pwgsc-tpsgc.gc.ca

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

6.6.2 Technical Authority [*Note to Bidders: Canada will insert information at time of Contract Award*]

The Technical Authority for the Contract is:

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

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

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

6.6.3 Contractor's Representative [*Note to Bidders: Please fill out required information*]

Name and telephone number of the person responsible for:

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CCC No./N° CCC - FMS No./N° VME

General Enquiries

Name: _____
Telephone No: _____
Facsimile No: _____
E-mail address: _____

Technical Support

Name: _____
Telephone No: _____
Facsimile No: _____
E-mail address: _____

Procurement Business Number: _____

6.7 Proactive Disclosure of Contracts with Former Public Servants

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

6.8 Payment

6.8.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex "B" – Pricing Basis "A", for a cost of \$_____ [Note to Bidders: Canada will insert information at time of Contract Award]. Customs duties are included Applicable Taxes are extra.

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

6.8.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price

6.8.3 Multiple Payment

SACC Manual clause [H1001C](#) (2008-05-12) Multiple Payments

6.8.4 SACC Manual Clauses

SACC Manual clause [H1008C](#) (2008-05-12) Monthly Payment

6.8.5 Electronic Payment of Invoice

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;

- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.9 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.10 Certifications and Additional Information

6.10.1 Compliance

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

6.10.2 Federal Contractors Program for Employment Equity - Default by the Contractor

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

6.10.3 SACC Manual Clauses

SACC Manual clause [A3060C](#) (2008-05-12) Canadian Content Certification

6.11 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*Instruction to Bidder – If applicable, Canada will insert the name of the province or territory as specified by the Bidder in its bid.*)

6.12 Priority of Documents

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

- (a) the Articles of Agreement;

- (b) the supplemental general conditions
 - (i) [4001](#) (2005-04-01), Hardware Purchase, Lease and Maintenance
 - (ii) [4003](#) (2010-08-16), Licensed Software
 - (iii) [4004](#) (2013-04-25), Maintenance and Support Services for Licensed Software
- (c) the general conditions [2035](#) (2020-05-28), General Conditions – Higher Complexity – Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____ (Note to Bidder's: Canada will insert information at time award.)

6.13 Defence Contract

SACC Manual clause [A9006C](#) (2012-07-16) Defence Contract

6.14 Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance

6.15 SACC Manual Clauses

SACC Manual clause [A9062C](#) (2011-05-16) Canadian Forces Site Regulations

SACC Manual clause [B7500C](#) (2006-06-16) Excess Goods

SACC Manual clause [D0050C](#) (2007-05-25) End User Certificate

6.16 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.17 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX "A"

STATEMENT OF WORK

LEASE VHF RADIO SETS

1. BACKGROUND

As part of the Combat Net Radio Enhancement (CNRE) Project, aimed at replacing the Canadian Army's (CA) combat radios, RT-5121 radios installed in vehicles and the portable version of PRC-522 radios will be replaced. The Director Land Requirements (DLR) has submitted a plan for the removal of all Reserve portable radios by August 2018; however there is no plan for their replacement at this time. The Department of National Defence (DND) has mandated the 4th Canadian Division (4 Cdn Div) with overseeing its area of responsibility (AOR) in the Arctic, as well as its own territory. 4 Cdn Div must therefore have trained and equipped troops for deployment in the Canadian Arctic and in its AOR. To accomplish this mission, 4 Cdn Div has given its 3 Canadian Brigade Groups (CBG) the mandate of establishing Territorial Battalion Groups (TBG), and the Primary Reserve Force (31 CBG) the additional mandate of preparing an Arctic response group. DND wishes to equip these groups with VHF radio sets to enable them to establish communication between elements in the field and rear command posts.

2. PURPOSE

This document sets out the general and specific requirements for the full and satisfactory execution of the requirement related to the lease of VHF communication devices in an environment of Arctic operations and engagements for (DND). The purpose of this solution is to mitigate in the short term, the loss and non-replacement of the portable radios of all 3 reserve brigades. Lease of this equipment is the interim solution until DLR submits a plan for the replacement of this capability, which is essential to the operations of our reserve brigades.

3. LEASE DELIVERABLES

The deliverables commercially available for lease are:

3.1. DELIVERABLES – INITIAL PERIOD (September 1, 2021 to March 31, 2024)

- 3.1.1. Quantity 85: Lease of portable handheld VHF radio sets (in accordance with the technical details specified in this document), including;
 - 3.1.1.1. Tactical handset;
 - 3.1.1.2. Tactical headset/earpiece;
 - 3.1.1.3. Carrying structure or carrying case;
 - 3.1.1.4. Foldable whip antenna;
 - 3.1.1.5. Rechargeable battery;
 - 3.1.1.6. Multi-battery charger able to charge a minimum of 4 batteries at one time, one (1) charger per ten (10) radios;
 - 3.1.1.7. Operator manual in English;
 - 3.1.1.8. One extra rechargeable battery per radio; and
 - 3.1.1.9. Cables and software for programming the radios.

3.1.2. Quantity 165: Lease of portable manpack VHF radio sets (in accordance with the technical details specified in this document), including;

- 3.1.2.1. Tactical handset;
- 3.1.2.2. Tactical headset/earpiece;
- 3.1.2.3. Carrying structure or carrying case;
- 3.1.2.4. Foldable maximum 1m whip antenna;
- 3.1.2.5. Foldable minimum 3m whip antenna
- 3.1.2.6. Rechargeable battery set;
- 3.1.2.7. Multi-battery charger able to charge a minimum of 4 batteries at one time, one (1) charger per ten (10) radios;
- 3.1.2.8. Operator manual in English;
- 3.1.2.9. One extra rechargeable battery set per radio; and
- 3.1.2.10. Cables and software for programming the radios.

3.1.3. Warranty

- 3.1.3.1. Defective equipment must be replaced within 48 hours of its receipt by the supplier;
- 3.1.3.2. Lost or broken equipment not covered by the warranty must be replaced at a maximum cost of 75% of the cost of the equipment; and

3.1.4. Returns

- 3.1.4.1. Specify return timeline and plan for the return of the radios/equipment at the end of the period.

3.2. DELIVERABLES – OPTION PERIODS (April 1, 2024 to March 31, 2026)

3.2.1. Quantity: 85 – Lease extension of one (1) year periods, for portable handheld VHF radio sets in accordance with the technical details specified in this document for the 175 radios of the initial period, including;

- 3.2.1.1. Tactical handset;
- 3.2.1.2. Tactical headset/earpiece;
- 3.2.1.3. Carrying structure or carrying case;
- 3.2.1.4. Foldable whip antenna;
- 3.2.1.5. Rechargeable battery;
- 3.2.1.6. Multi-battery charger able to charge a minimum of four (4) batteries at one time, one (1) charger per ten (10) radios;
- 3.2.1.7. Operator manual in English;
- 3.2.1.8. One additional battery per radio; and
- 3.2.1.9. Cables and software for programming the radios.

3.2.2. Quantity 165: Lease extension of one (1) year periods, for portable manpack VHF radio sets in accordance with the technical details specified in this document) for the 75 radios of the initial period, including;

- 3.2.2.1. Tactical handset;
- 3.2.2.2. Tactical headset/earpiece;
- 3.2.2.3. Carrying structure or carrying case;
- 3.2.2.4. Foldable maximum 1m whip antenna;
- 3.2.2.5. Foldable minimum 3m whip antenna
- 3.2.2.6. Rechargeable battery set;

- 3.2.2.7. Multi-battery charger able to charge a minimum of 4 batteries at one time, one (1) charger per ten (10) radios;
- 3.2.2.8. Operator manual in English;
- 3.2.2.9. One extra rechargeable battery set per radio; and
- 3.2.2.10. Cables and software for programming the radios.

3.2.3. Warranty

- 3.2.3.1. Defective equipment must be replaced within 48 hours of its receipt by the supplier;
- 3.2.3.2. Lost or broken equipment not covered by the warranty must be replaced at a maximum cost of 75% of the cost of the equipment.

3.2.4. Returns

- 3.2.4.1. Specify return timeline and plan for the return of the radios/equipment at the end of the period.

3.3. DELIVERABLES – OPTIONAL LEASE VHF RADIO SETS (April 1, 2022, to March 31, 2024)

- 3.3.1. Quantity: 75 – Lease of portable handheld VHF radio sets for a period of one (1) years (in accordance with the technical details specified in this document), including:

- 3.3.1.1. Tactical handset;
- 3.3.1.2. Tactical headset/earpiece;
- 3.3.1.3. Carrying structure or carrying case;
- 3.3.1.4. Foldable whip antenna;
- 3.3.1.5. Rechargeable battery;
- 3.3.1.6. Multi-battery charger able to charge a minimum of four (4) batteries at one time, One (1) charger per ten (10) radios;
- 3.3.1.7. Operator manual in English;
- 3.3.1.8. One additional battery per radio; and
- 3.3.1.9. Cables and software for programming the radios.

3.3.2. Warranty

- 3.3.2.1. Defective equipment must be replaced within 48 hours of its receipt by the supplier;
- 3.3.2.2. Lost or broken equipment not covered by the warranty must be replaced at a maximum cost of 75% of the cost of the equipment; and

3.3.3 Returns

- 3.3.2.3. Specify return timeline and plan for the return of the radios/equipment at the end of the period.

3.4. DELIVERABLES – TRAINING FOR INSTRUCTORS (October 1, 2021 to November 30, 2021)

- 3.4.1 Provide virtual or onsite training to instructors on use and maintenance of portable VHF radio sets.
 - 3.4.1.1 Provide digital or hardcopy training aides in English.
 - 3.4.1.2 Provide training for a minimum 20 individuals in Ottawa, London and Toronto Ontario.

3.5. DELIVERABLES – RADIO AND ANCILLARY EQUIPMENT PRICE LIST (October 1, 2021)

- 3.5.1 Contractor must provide an itemized price list for each radio part and ancillary parts available for the Portable Handheld and Manpack VHF radio sets within 30 days of award.

4. MANDATORY MINIMUM TECHNICAL REQUIREMENTS

Each device must have the following features:

4.1. Portable Handheld VHF radio sets:

- 4.1.1. Must operate at temperatures varying between -25 and +60 degrees Celsius;
- 4.1.2. Must be capable of operating at frequencies ranging from 30.20 MHz to 87.775 MHz;
- 4.1.3. Must be capable of communication at a minimum LOS range of 5km;
- 4.1.4. Must weigh no more than 1.5 kg including the battery pack;
- 4.1.5. Must meet standard MIL-STD-810G;
- 4.1.6. Must have a minimum of 8 pre-programmable channels;
- 4.1.7. Must have 25-kHz spacing;
- 4.1.8. Must have a rugged interface that allows the user to programme frequencies on the device;
- 4.1.9. Must be analog frequency modulated, and
- 4.1.10. Must be compatible with 150 Hz tone squelch.

4.2. Portable Manpack VHF radio sets:

- 4.2.1. Must operate at temperatures varying between -25 and +60 degrees Celsius;
- 4.2.2. Must be capable of operating at frequencies ranging from 30.20 MHz to 87.775 MHz;
- 4.2.3. Must be capable of communication at a minimum LOS range of 10km;
- 4.2.4. Must weigh no more than 5.5 kg including the battery pack;
- 4.2.5. Must meet standard MIL-STD-810G;
- 4.2.6. Must have a minimum of 8 pre-programmable channels;
- 4.2.7. Must have 25-kHz spacing;
- 4.2.8. Must have a rugged interface that allows the user to programme frequencies on the device;
- 4.2.9. Must be analog frequency modulated;
- 4.2.10. Must be compatible with 150 Hz tone squelch, and
- 4.2.11. Minimum of 10 Watt output.

5. DELIVERY DATE

- 5.1. Initial delivery of the equipment (firm requirement) must be completed no later than 1 September 2021.

6. OTHER COMPONENTS TO SUPPLY

6.1. Cables and software for programming the radios:

- a. One (1) kit of cables and one (1) software per group of 5 radios;
- b. Software compatible with Windows 10 or higher;
- c. Software, preference in English and French, if not available in both languages DND will accept English only; and
- d. Programming Cable.

Below is a list of each component with reference contract line number and quantities:

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Item #	Line #	Description	Quantity
1		Pricing Basis "A" Firm requirement	VHF PACKAGES 85+165
2		Pricing Basis "B" Optional requirement	VHF PACKAGES 85+165

Sub-items A-H belong to items 1 and 2

Item #	Description	Quantity	Quantity
A	Transceiver	85	165
B	Tactical Headset/Earpiece	85	165
C	Tactical Handset	85	165
D	Carrying Structure or Case	85	165
E	Battery Pack	170	330
F	Multi-Charger minimum of 4 port	9	17
G	Programming Cable	17	33
H	Programming Software	17	33

Delivery Addresses:

31 Canadian Brigade Group Headquarters
Attention: G6 Cell
Wolseley Barracks
701 Oxford St. East
London, Ontario
N5Y 0A1

32 Canadian Brigade Group Headquarters
Attention: G6 Cell
The LCol George Taylor Denison Armoury
1 Yukon Lane
Toronto, Ontario
M3K 0A1

33 Canadian Brigade Group Headquarters
Attention: G6 Cell
6th Floor, 1745 Alta Vista Drive
Ottawa, Ontario
K1A 0A6

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ANNEX "B"

BASIS OF PAYMENT

PRICING:

All prices are firm, all-inclusive, lot prices in Canadian dollars, Delivered Duty Paid, Canadian customs duties and excise taxes included, HST excluded. HST is not included in the pricing but will be added as a separate item to any invoice issued.

Pricing Basis "A" Firm Requirement

Item	Description	Qty	Unit of Issue	Year 1 1 September 2021 - 31 Mar 2022	Year 2 1 April 2022 - 31 March 2023	Year 3 1 April 2023 - 31 March 2024	Option Year 1 1 April 2024 - 31 March 2025	Option Year 2 1 April 2025 - 31 March 2026
1.	Lease of Portable Handheld VHF Radio Set including delivery at destination as per Annex A Statement of Work	85	Set	\$ / Per Month Per Set	\$ / Per Month Per Set	\$ / Per Month Per Set	\$ / Per Month Per Set	\$ / Per Month Per Set
2.	Lease of Portable Manpack VHF Radio Set including delivery at destination as per Annex A Statement of Work	165	Set	\$ / Per Month Per Set	\$ / Per Month Per Set	\$ / Per Month Per Set	\$ / Per Month Per Set	\$ / Per Month Per Set

Pricing Basis "B" Optional Requirement

Item	Description	Quantity	Unit of Issue	Option Year 1 1 April 2022 - 31 March 2023	Option Year 2 1 April 2023 - 31 March 2024
1.	Lease of Portable Handheld VHF Radio set including delivery at destination as outlined in Annex A Statement of Work	75	Set	\$ / Per Month Per Set	\$ / Per Month Per Set

Pricing Basis "C" Training Requirement

1	Virtual Training for up to 20 instructors at the same time, in Ottawa on weekends, in English over a 2 day period at 7.5 hours per day. The training must be completed between 1 October 2021 – 30 November 2021.	2	Day	\$	/Firm Daily Rate
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2	Virtual Training for up to 20 instructors at the same time, in Toronto on weekends, in English over a 2 day period at 7.5 hours per day. The training must be completed between 1 October – 30 November 2021.	2	Day	\$	/Firm Daily Rate
3	Virtual Training for up to 20 instructors at the same time, in London on weekends, in English over a 2 day period at 7.5 hours per day. The training must be completed between 1 October – 30 November 2021.	2	Day	\$	/Firm Daily Rate
4	Onsite Training for up to 20 instructors at the same time, in Ottawa on weekends, in English over a 2 day period at 7.5 hours per day. Training must be completed between 1 October – 30 November 2021. All travel, lodgings and expenses must be included in firm daily rate.	2	Day	\$	/Firm Daily Rate
5	Onsite Training for up to 20 instructors at the same time, in Toronto on weekends, in English over a 2 day period at 7.5 hours per day. The training must be completed between 1 October – 30 November 2021. All travel, lodgings and expenses must be included in firm daily rate.	2	Day	\$	/Firm Daily Rate
6	Onsite Training for up to 20 instructors at the same time, in London on weekends, in English over a 2 day period at 7.5 hours per day. The training must be completed between 1 October – 30 November 2021. All travel, lodgings and expenses must be included in firm daily rate.	2	Day	\$	/Firm Daily Rate

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Pricing Basis "D" Replacement Parts

Item	Requirement	UOI	Estimated Usage	Firm Unit Price – (Percentage) Year 1	Firm Unit Price – (Percentage) Year 2	Firm Unit Price – (Percentage) Year 3	Firm Unit Price (Percentage) Option Year 1	Firm Unit Price – (Percentage) Option Year 2
1	Replacement parts shall be charged at Contractor's cost which shall include invoice cost, transportation costs, exchange, customs, duties, brokerage charges and all other costs less _____ % discount, excluding HST. Full price support upon request by the Project Authority. All parts are to be itemized on each invoice.	Percentage	\$50,000	_____ % discount	_____ % discount	_____ % discount	_____ % discount	_____ % discount

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ANNEX "C" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

ANNEX "D" to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

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ANNEX "E"

ADDITIONAL CERTIFICATION INFORMATION

1. Board of Directors

In accordance with the [Ineligibility and Suspension Policy](#), Section 17, Bidders are required to provide a list of their Board of Directors before contract award. Bidders are requested to provide this information in their bid.

Director Name/Position - _____

2. Procurement Business Number (PBN)

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Contractors are required to have a Procurement Business Number (PBN) before Contract award.

Procurement Business Number - _____

Suppliers may register for a PBN online at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.