



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
PWGSC/TPSGC Acquisitions Bid Receiving
Box/Boîte de Réception des Soumissions
Bid Receiving Box/Boîte de Récepti
1st Floor/1ère étage, Suite 1212
100-1045 Main Street
Moncton
New Brunswick
E1C 1H1
Bid Fax: (506) 851-6759

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

Title - Sujet Survey Equipment Survey Equipment	
Solicitation No. - N° de l'invitation W2037-220013/A	Date 2021-06-21
Client Reference No. - N° de référence du client W2037-220013	
GETS Reference No. - N° de référence de SEAG PW-\$MCT-042-6013	
File No. - N° de dossier MCT-1-44018 (042)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Atlantic Daylight Saving Time ADT on - le 2021-07-08 Heure Avancée de l'Atlantique HAA	
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: Stockman (MCT), Sonia	Buyer Id - Id de l'acheteur mct042
Telephone No. - N° de téléphone (506) 961-7412 ()	FAX No. - N° de FAX (506) 851-6759
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE CFSME Mitchell Bldg J10, Door 11 894 Champlain Ave OROMOCTO New Brunswick E2V4J5 Canada	

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

Acquisitions NB/PEI (Moncton Office) – Bureau
d'acquisitions N.-B./Î.-P.-É. (Moncton)
1045 Main Street / 1045, rue Main
Moncton
New Bruns
E1C 1H1

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 STATEMENT OF WORK - BID.....	3
1.2 DEBRIEFINGS	3
1.3 EPOST CONNECT SERVICE	3
1.4 CANADIAN CONTENT	3
PART 2 - BIDDER INSTRUCTIONS	3
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	3
2.2 SUBMISSION OF BIDS.....	4
2.3 FORMER PUBLIC SERVANT.....	4
2.4 ENQUIRIES - BID SOLICITATION *	6
2.5 APPLICABLE LAWS.....	6
2.6 BID CHALLENGE AND RECOURSE MECHANISMS.....	6
PART 3 - BID PREPARATION INSTRUCTIONS.....	7
3.1 BID PREPARATION INSTRUCTIONS	7
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	8
4.1 EVALUATION PROCEDURES.....	8
4.2 BASIS OF SELECTION.....	8
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	9
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	9
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	9
PART 6 - RESULTING CONTRACT CLAUSES	10
6.1 SECURITY REQUIREMENTS	10
6.2 REQUIREMENT - CONTRACT.....	10
6.3 STANDARD CLAUSES AND CONDITIONS.....	10
6.4 TERM OF CONTRACT.....	11
6.5 AUTHORITIES	11
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	12
6.7 PAYMENT	12
6.8 INVOICING INSTRUCTIONS	13
6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	13
6.10 APPLICABLE LAWS.....	13
6.11 PRIORITY OF DOCUMENTS	14
6.12 SACC MANUAL CLAUSES.....	14
6.13 DISPUTE RESOLUTION.....	14
6.14 SHIPPING INSTRUCTIONS - FOB DESTINATION AND DDP.....	14
ANNEX "A" STATEMENT OF REQUIREMENT	15
ANNEX "B" BASIS OF PAYMENT	22
ANNEX "C" BASIS OF SELECTION.....	23
ANNEX "D" TO ELECTRONIC PAYMENT INSTRUMENTS	29

Solicitation No. - N° de l'invitation
W2037-220013/A
Client Ref. No. - N° de réf. du client
W2037-220013

Amd. No. - N° de la modif.
File No. - N° du dossier
MCT-1-44018

Buyer ID - Id de l'acheteur
mct042
CCC No./N° CCC - FMS No./N° VME

ANNEX "E" COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND/OR OWNERS OF THE BIDDER..... 30

PART 1 - GENERAL INFORMATION

1.1 Statement of Work - Bid

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

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 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."

1.4 Canadian Content

The requirement is subject to a preference for Canadian goods.

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>) 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.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 90 days

Solicitation No. - N° de l'invitation
W2037-220013/A
Client Ref. No. - N° de réf. du client
W2037-220013

Amd. No. - N° de la modif.
File No. - N° du dossier
MCT-1-44018

Buyer ID - Id de l'acheteur
mct042
CCC No./N° CCC - FMS No./N° VME

2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
B3000T	Equivalent Products	2006/06/16
C9000T	Pricing	2010/08/16

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

PWGSC Acquisitions, Bid Receiving Box
1st Floor, Suite 1212
100-1045 Main Street
Moncton, NB E1C 1H1

Email: TPSGC.RARceptionSoumisNBPE-ARBidReceivingNBPE.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 Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Facsimile number: (506) 851-6759

2.3 Former Public Servant

Former Public Servant - Competitive Bid

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 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.

***Bidders are strongly encouraged to request clarifications on acceptable equivalencies no later than five (5) calendar days before bid closing.**

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 **New Brunswick**.

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

- If the Bidder chooses to submit its bid electronically, 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

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copies)
Section II: Financial Bid (1 hard copies)
Section III: Certifications (1 hard copies)

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

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 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.

3.1.2 Exchange Rate Fluctuation

[C3011T](#) (2013/11/06), Exchange Rate Fluctuation

3.1.3 SACC Manual Clauses

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.
- (c) The evaluation team will determine if there are two (2) or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the [Competition Act](#), R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Mandatory Technical Criteria as specified in Annex "C"

4.1.2 Financial Evaluation

SACC Manual Clause [A0220T](#) (2014/06/26), Evaluation of Price - Bid

4.2 Basis of Selection

4.2.1 Basis of Selection - Mandatory Technical Criteria

SACC Manual Clause [A0031T](#) (2010/08/16), Basis of Selection - Mandatory Technical Criteria

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.

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.

The Bidder certifies that:

- () the good(s) offered are Canadian goods as defined in paragraph 1 of clause A3050T.

5.1.2.1.1 SACC Manual clause [A3050T](#) (2020/07/01) Canadian Content Definition

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.

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 Requirement - Contract

The Contractor must provide the items detailed under the "Requirement" at Annex "A".

6.3 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.

6.3.1 General Conditions

2010A (2020/05/28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

2030 27 (2008-05-12) Intellectual property infringement and royalties shall apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

4003 (2010/08/16), Licensed Software shall apply to and form part of the Contract. 6.4 Term of Contract

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received within **6 weeks** of contract award.

6.4.2 Delivery Points

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Sonia Stockman
Title: Supply Officer
Public Services and Procurement Canada
Acquisitions Branch
Address: 1045 Main Street, 4th Floor
Moncton, New Brunswick
E1C 1H1
Telephone: (506) 961-7412
Facsimile: (506) 851-6759
E-mail address: Sonia.stockman@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.

6.5.2 Project Authority

The Project Authority for the Contract is:

Details will be provided in any resulting contract

Name:
Title:
Organization:
Address:

Telephone:
Facsimile:
E-mail address:

Solicitation No. - N° de l'invitation
W2037-220013/A
Client Ref. No. - N° de réf. du client
W2037-220013

Amd. No. - N° de la modif.
File No. - N° du dossier
MCT-1-44018

Buyer ID - Id de l'acheteur
mct042
CCC No./N° CCC - FMS No./N° VME

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

6.5.3 Contractor's Representative (Offeror please complete)

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail: _____

6.6 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: 2019-01 of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex "B" Basis of Payment. Customs duties are included and Applicable Taxes are extra.

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

6.7.2 SACC Manual Clauses

H1000C Single Payment

2008/05/12

6.7.3 Electronic Payment of Invoices – Contract

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)

6.8 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.

6.9 Certifications and Additional Information

6.9.1 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.

6.9.2 SACC Manual Clauses

SACC Reference	Section	Date
A3060C	Canadian Content Certification	2008/05/12

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **New Brunswick**.

6.11 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) [4011](#) (2012/07/16), Goods - Medium Complexity;
- (c) the general conditions [2010A](#) (2020/05/28), General Conditions - Goods (Medium Complexity);
- (d) Annex A, Statement of Requirement;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____

6.12 SACC Manual Clauses

SACC Reference	Section	Date
B1501C	Electrical Equipment	2018/06/21
B7500C	Excess Goods	2006/06/16
G1005C	Insurance – No Specific Requirement	2016/01/28

6.13 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](#)".

6.14 Shipping Instructions - FOB Destination and DDP

Goods must be consigned and delivered to the destination specified in the contract:

FOB Destination as per Annex "A" including all delivery charges and customs duties and Applicable Taxes.

ANNEX "A" STATEMENT OF REQUIREMENT

1. Title: Draft and Survey Equipment

2. Background

The Canadian Forces School of Military Engineering (CFSME) Combat Engineers are required to possess and deploy with ruggedized survey capability to conduct construction task on operations across the spectrum of conflict. This capability will enable technological superiority by providing data to support advanced geospatial planning tools, flexibility by allowing joint operations with the Royal Canadian Air Force, and operational readiness across the spectrum of conflict by supporting tasks like the construction of vehicle bridges in response to domestic disasters, or an austere military camp bed down in support of combat operations.

3. Objective

To replace obsolete equipment with newer models that maintain compatibility with other older equipment and in service software held by CFSME.

4. Mandatory Requirements:

The following Leica products (or equivalent) in the quantities listed are mandatory.

Item #	Part #	Description	QTY
1	1425	TS16 1 1" R500, imaging total station Including the following subparts and quantities indicated	1
		<ul style="list-style-type: none"> Sub Part # 917434 (Quantity -1)-TS16 1 1" (1.0mgon) R500, total station with Power Search, automatic target recognition, reflectorless R500 EDM, electronic guide light EGL, WLAN, Bluetooth, RS232 interface, Radio Handle interface, USB stick/SD card interface, 2GB eMMC Flash Memory, 1GB SDRAM, laser plummet, 1 keyboard with 5" WVGA color touch screen, Quick guide and container. 	
		<ul style="list-style-type: none"> Sub Part # 879378- (Quantity -1) GTS49, 2nd keyboard for TS16 and TM60 	

Item #	Part #	Description	QTY
		<ul style="list-style-type: none"> • Sub Part # 819205 (Quantity -1) Leica TS16 QG, multil. 1 • Sub Part # 667301 (Quantity -1) Tripod GST120-9, telescopic, self closing, with accessories, without pouch. • Sub Part # 777508 GDF321, (Quantity -1) Tribrach without optical plummet, professional 5000 series, pale green. • Sub Part # 766359 (Quantity -1) GLS31, Reflector carbon-fibre pole with circular bubble and twist lock. Snap-locks at 2,00m for GPS (GNSS) antennas with GAD31 Adapter or GRZ122 reflector. • Sub Part # 793973 (Quantity -2) GEB222, Lithium Ion battery, 7.4V/6Ah, chargeable. • Sub part # 1432 (Quantity -1) Power Supply Configuration <p>With following configuration:</p> <ul style="list-style-type: none"> • Sub Part# 799187- (Quantity -1) GKL341, Charger Pro 5000 Professional charger to charge up to 4x Li-Ion batteries GEB211, GEB212, GEB221, GEB222, GEB241, GEB242, GEB331 and GEB361, AC adapter included. 	

Item #	Part #	Description	QTY
		<ul style="list-style-type: none"> • Sub Part # 731440 – <u>(Quantity -1)</u> AC power cable US to charger for Rugby/Javelin. • Sub Part# 767856 – <u>(Quantity -1)</u> MSD1000, SD Memory Card 1 GB • Sub Part # 827646 <u>(Quantity -1)</u>Leica Captivate Measure & Stakeout TS/MS license key which allows the survey and stakeout apps to be used on a Leica Captivate total station. • Sub Part # 827648 <u>(Quantity -1)</u> Leica Captivate Measure Stake Line TS/MS license key which allows the staking and measuring of points relative to a line, arc or polyline. • Sub Part # 827651 <u>(Quantity -1)</u> Leica Captivate DTM Stakeout TS/MS license key which allows a DTM to be staked. • Sub part # 827653 <u>(Quantity -1)</u> Leica Captivate Road TS/MS license key which allows the staking and measuring of points relative to a road alignment, or other complex alignment. • Sub Part # 1420 <u>(Quantity -1)</u>CS20 Captivate Controller Configuration <p>With following configuration:</p>	

Item #	Part #	Description	QTY
		<ul style="list-style-type: none"> • Sub Part # 876479 <u>(Quantity -1)</u> CS20 LTE Field Controller US/CA. Ruggedized field controller with 5" WVGA touch display, 4GB eMMC Flash Memory, 2GB SDRAM, SD card slot, 5MP camera and LED flash. Includes internal Bluetooth/WLAN module, 4G GSM/UMTS/LTE module, internal TS communication module, QWERTY keypad, stylus. • Sub Part # 896293 <u>(Quantity -1)</u> Leica CS20 GS Sensor QG,multil.1 • Sub Part # 799190 <u>(Quantity -2)</u> GEB331, Lithium Ion battery, 11.1V/2.8Ah, chargeable. • Sub Part # 767856 <u>(Quantity -1)</u>MSD1000, SD memory card 1GB • Sub Part # 817051 <u>(Quantity -1)</u>GVP724 TS Robotic Container • Sub Part # 767880 <u>(Quantity -1)</u>GHT63, Pole holder clamp for CS10 and CS15 field controller for use with GLS13, GLS30 or GLS31 pole • Sub Part #807157 <u>(Quantity -1)</u> GHT66, holder for attaching a CS20 with a GHT63 clamp to a pole. GHT63 is not included. • Sub Part# 754384 <u>(Quantity -1)</u> GRZ122, 360 degree Reflector 	

Item #	Part #	Description	QTY
		<ul style="list-style-type: none"> • Sub Part # 818467 (Quantity -1) Radio Handle with integrated long range Bluetooth module and radio antenna. Used as radio modem for Leica Viva TPS and Leica Nova instruments. Establishes communication to CS15 field controller or external radio modem TCPS29/30 (frequency range 2402 - 2480MHz, fulfils EN 300 328 V.1.8.1). • Sub Part # 827698 (Quantity -1) Leica Captivate Measure & Stakeout CS20. License key which allows the survey and stakeout apps to be used on a CS20 field controller connected to a total station or GNSS sensor. • Sub Part #827699 (Quantity -1) Leica Captivate Measure Stake Line CS20. License key which allows the staking and measuring of points relative to a line, arc or polyline. • Sub Part # 827704. (Quantity -1) Leica Captivate Road CS20. License key which allows the staking and measuring of points relative to a road alignment, or other complex alignment. • Sub Part # 827702 (Quantity -1) Leica Captivate DTM Stakeout CS20. License key which allows a DTM to be staked. 	

Item #	Part #	Description	QTY
		<p style="text-align: center;">Sub Part # 6009527</p> <p>(Quantity -1)</p> <ul style="list-style-type: none"> • 3 yr Viva TPS (TS16+CS20) Blue CCP, consisting of: • 3 yr HW Maintenance • 3 yr SW Maintenance • 3 yr Customer Support 	

5. Constraints

- a. Deliverables must be compatible in form, fit, function and quality to Leica Geosystems products as identified at Annex A. In the event where the proposed item(s) is an equivalent product, suppliers MUST submit the following in accordance with SACC B3000T:
- b. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
 - (1) designates the brand name, model and/or part number of the substitute product;
 - (2) states that the substitute product is fully interchangeable with the item specified;
 - (3) provides complete specifications and descriptive literature for each substitute product;
 - (4) provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
 - (5) clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
- c. Products offered as equivalent in form, fit, function and quality will not be considered if:
 - (1) the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product;
 - (2) the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item; or
 - (3) the substitute equipment is not fully compatible with our current in service hardware and software.
- d. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.
- e. The supplier must provide operator manuals, and

Solicitation No. - N° de l'invitation
W2037-220013/A
Client Ref. No. - N° de réf. du client
W2037-220013

Amd. No. - N° de la modif.
File No. - N° du dossier
MCT-1-44018

Buyer ID - Id de l'acheteur
mct042
CCC No./N° CCC - FMS No./N° VME

f. All the deliverables must be received within **6 weeks** of contract award.

Delivery to be co-ordinated between the hours of 0800-1600 to:

Canadian Forces School of Military Engineering (CFSME)
Mitchell Bldg, J-10, Door 11
894 Champlain Ave
Oromocto., NB E2V 4J5

ANNEX "B" BASIS OF PAYMENT

Note: Bidders are required to complete the pricing table shown below. An incomplete bid (financial or technical) will be deemed non-responsive and will not be considered for further evaluation.

Prices must be in Canadian Dollars (CAD), Tax Excluded and include delivery and all applicable charges to the final destination at:

Canadian Forces School of Military Engineering (CFSME)
Mitchell Bldg, J-10, Door 11
894 Champlain Ave
Oromocto., NB E2V 4J5

ALL THE REQUIRED MANDATORY ITEMS LISTED BELOW ARE TO BE PROVIDED IN ACCORDANCE WITH ANNEX "A".

CANADA WILL ACCEPT EQUIVALENT PRODUCTS FOR ALL LINE ITEMS IN ACCORDANCE WITH ANNEX "A" - REQUIREMENT - 5.A.

Item #	Description	QTY	Unit Price (\$)	Extended (\$)
1	Part #1425 including subparts as described in Annex A Statement of Requirement	1		
2	Delivery for all items listed in Annex A Statement of Requirement	1		
			Total Extended Price (CAD, Tax excluded)	

ANNEX “C” BASIS OF SELECTION

Basis of Selection

Note: Bidders are required to provide LEICA Draft and Survey items or equivalent products as per SACC B3000T (2006-06-16). When offering equivalent products, the bidder must fully demonstrate how the form, fit and function of suggested products are fully interchangeable with the item specified.

ALL THE REQUIRED MANDATORY ITEMS LISTED BELOW ARE TO BE PROVIDED IN ACCORDANCE WITH ANNEX A, PARA 5.A.

** WHEN EQUIVELANT PRODUCTS ARE PROPOSED, THE BIDDER MUST INDICATE PAGE REFERENCE NUMBER FOR SPECIFICATIONS PROVIDED SUPPORTING THE EQUIVELANCY OF THE PROPOSED PRODUCT.

Item #	Part #	Description	Leica Offered (Yes / No)	Equivalent Brand Proposed**
1	1425	TS16 1 1" R500, imaging total station Including the following subparts and quantities indicated:		
		<ul style="list-style-type: none"> Sub Part # 917434 TS16 1 1" (1.0mgon) R500, total station with Power Search, automatic target recognition, reflectorless R500 EDM, electronic guide light EGL, WLAN, Bluetooth, RS232 interface, Radio Handle interface, USB stick/SD card interface, 2GB eMMC Flash Memory, 1GB SDRAM, laser plummet, 1 keyboard with 5" WVGA color touch screen, Quick guide and container. 		
		<ul style="list-style-type: none"> Sub Part # 879378- GTS49, 2nd keyboard for TS16 and TM60 		
		<ul style="list-style-type: none"> Sub Part # 819205 Leica TS16 QG, multil. 1 		
		<ul style="list-style-type: none"> Sub Part # 667301 Tripod GST120-9, telescopic, self closing, with accessories, without pouch. 		

Item #	Part #	Description	Leica Offered (Yes / No)	Equivalent Brand Proposed**
		<ul style="list-style-type: none"> Sub Part # 777508 GDF321, Tribrach without optical plummet, professional 5000 series, pale green. 		
		<ul style="list-style-type: none"> Sub Part # 766359 GLS31, Reflector carbon-fibre pole with circular bubble and twist lock. Snap-locks at 2,00m for GPS (GNSS) antennas with GAD31 Adapter or GRZ122 reflector. 		
		<ul style="list-style-type: none"> Sub Part # 793973 GEB222, Lithium Ion battery, 7.4V/6Ah, chargeable. 		
		<ul style="list-style-type: none"> Sub part # 1432 Power Supply Configuration With following configuration: 		
		<ul style="list-style-type: none"> Sub Part# 799187- GKL341, Charger Pro 5000 Professional charger to charge up to 4x Li-Ion batteries GEB211, GEB212, GEB221, GEB222, GEB241, GEB242, GEB331 and GEB361, AC adapter included. 		
		<ul style="list-style-type: none"> Sub Part # 731440 – AC power cable US to charger for Rugby/Javelin. 		
		<ul style="list-style-type: none"> Sub Part# 767856 – MSD1000, SD Memory Card 1 GB 		

Item #	Part #	Description	Leica Offered (Yes / No)	Equivalent Brand Proposed**
		<ul style="list-style-type: none"> Sub Part # 827646 Leica Captivate Measure & Stakeout TS/MS license key which allows the survey and stakeout apps to be used on a Leica Captivate total station. 		
		<ul style="list-style-type: none"> Sub Part # 827648 Leica Captivate Measure Stake Line TS/MS license key which allows the staking and measuring of points relative to a line, arc or polyline. 		
		<ul style="list-style-type: none"> Sub Part # 827651 Leica Captivate DTM Stakeout TS/MS license key which allows a DTM to be staked. 		
		<ul style="list-style-type: none"> Sub part # 827653 Leica Captivate Road TS/MS license key which allows the staking and measuring of points relative to a road alignment, or other complex alignment. 		
		<ul style="list-style-type: none"> Sub Part # 1420 CS20 Captivate Controller Configuration <p>With following configuration:</p>		

Item #	Part #	Description	Leica Offered (Yes / No)	Equivalent Brand Proposed**
		<ul style="list-style-type: none"> Sub Part # 876479 CS20 LTE Field Controller US/CA. Ruggedized field controller with 5" WVGA touch display, 4GB eMMC Flash Memory, 2GB SDRAM, SD card slot, 5MP camera and LED flash. Includes internal Bluetooth/WLAN module, 4G GSM/UMTS/LTE module, internal TS communication module, QWERTY keypad, stylus. 		
		<ul style="list-style-type: none"> Sub Part # 896293 Leica CS20 GS Sensor QG,multil.1 		
		<ul style="list-style-type: none"> Sub Part # 799190 GEB331, Lithium Ion battery, 11.1V/2.8Ah, chargeable. 		
		<ul style="list-style-type: none"> Sub Part # 767856 MSD1000, SD memory card 1GB 		
		<ul style="list-style-type: none"> Sub Part # 817051 GVP724 TS Robotic Container 		
		<ul style="list-style-type: none"> Sub Part # 767880 GHT63, Pole holder clamp for CS10 and CS15 field controller for use with GLS13, GLS30 or GLS31 pole 		
		<ul style="list-style-type: none"> Sub Part #807157 GHT66, holder for attaching a CS20 with a GHT63 clamp to a pole. GHT63 is not included. 		
		<ul style="list-style-type: none"> Sub Part# 754384 GRZ122, 360 degree Reflector 		

Item #	Part #	Description	Leica Offered (Yes / No)	Equivalent Brand Proposed**
		<ul style="list-style-type: none"> Sub Part # 818467 Radio Handle with integrated long range Bluetooth module and radio antenna. Used as radio modem for Leica Viva TPS and Leica Nova instruments. Establishes communication to CS15 field controller or external radio modem TCPS29/30 (frequency range 2402 - 2480MHz, fulfils EN 300 328 V.1.8.1). 		
		<ul style="list-style-type: none"> Sub Part # 827698 Leica Captivate Measure & Stakeout CS20. License key which allows the survey and stakeout apps to be used on a CS20 field controller connected to a total station or GNSS sensor. 		
		<ul style="list-style-type: none"> Sub Part #827699 Leica Captivate Measure Stake Line CS20. License key which allows the staking and measuring of points relative to a line, arc or polyline. 		
		<ul style="list-style-type: none"> Sub Part # 827704. Leica Captivate Road CS20. License key which allows the staking and measuring of points relative to a road alignment, or other complex alignment. 		
		<ul style="list-style-type: none"> Sub Part # 827702 Leica Captivate DTM Stakeout CS20. License key which allows a DTM to be staked. 		

Solicitation No. - N° de l'invitation
W2037-220013/A
Client Ref. No. - N° de réf. du client
W2037-220013

Amd. No. - N° de la modif.
File No. - N° du dossier
MCT-1-44018

Buyer ID - Id de l'acheteur
mct042
CCC No./N° CCC - FMS No./N° VME

Item #	Part #	Description	Leica Offered (Yes / No)	Equivalent Brand Proposed**
		Sub Part # 6009527 <ul style="list-style-type: none">• 3 yr Viva TPS (TS16+CS20) Blue CCP, consisting of:• 3 yr HW Maintenance• 3 yr SW Maintenance• 3 yr Customer Support		

** WHEN EQUIVELANT PRODUCTS ARE PROPOSED, THE BIDDER MUST INDICATE PAGE REFERENCE NUMBER FOR SPECIFICATIONS PROVIDED SUPPORTING THE EQUIVELANCY OF THE PROPOSED PRODUCT.

Solicitation No. - N° de l'invitation
W2037-220013/A
Client Ref. No. - N° de réf. du client
W2037-220013

Amd. No. - N° de la modif.
File No. - N° du dossier
MCT-1-44018

Buyer ID - Id de l'acheteur
mct042
CCC No./N° CCC - FMS No./N° VME

ANNEX "D" to 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)

