



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

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
11 Laurier St. / 11, rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776

**Request For a Standing Offer  
Demande d'offre à commandes**

National Master Standing Offer (NMSO)  
Offre à commandes principale et nationale (OCPN)

Canada, as represented by the Minister of Public Works and  
Government Services Canada, hereby requests a Standing Offer  
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et  
Services Gouvernementaux Canada, autorise par la présente,  
une offre à commandes au nom des utilisateurs identifiés  
énumérés ci-après.

**Comments - Commentaires**

**Vendor/Firm Name and Address  
Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
Defence Communications Division. (QD)  
11 Laurier St./11, rue Laurier  
Place du Portage, Phase III, 8C2  
Gatineau, Québec K1A 0S5

<b>Title - Sujet</b> NMSO for the P25 Subscriber units NMSO for the P25 Subscriber units	
<b>Solicitation No. - N° de l'invitation</b> E60QD-233104/A	<b>Date</b> 2022-11-09
<b>Client Reference No. - N° de référence du client</b> E60QD-233104	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$QD-031-28852
<b>File No. - N° de dossier</b> 031qd.E60QD-233104	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Standard Time EST <b>on - le 2022-12-20</b> Heure Normale du l'Est HNE	
<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Sparkes, Michelle	<b>Buyer Id - Id de l'acheteur</b> 031qd
<b>Telephone No. - N° de téléphone</b> (873)455-1558 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b>	<b>Facsimile No. - N° de télécopieur</b>
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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M7594-220188

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File No. - N° du dossier  
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031qd  
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031qd  
CCC No./N° CCC - FMS No./N° VME

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## **Definitions**

In this Request for Standing Offers, unless the context otherwise requires.

### **“Authorized User”**

Means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Standing Offer, authorized to make call-ups against the Standing Offer.

### **“Federal Identified User”**

Means any Federal Government Department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

### **“Provincial/Territorial Identified User”**

Means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services Canada can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

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## **PART 1 - GENERAL INFORMATION**

### **Principal – Agent Relationship**

Canada is not acting as an agent for the “Provincial/Territorial Identified User” nor is the “Provincial/Territorial Identified User” a principal of Canada.

By submitting an Offer, the Offeror acknowledges that all responsibilities and liabilities associated with the issuance and management of the call-up by the “Provincial/Territorial Identified User” rest with that “Provincial/Territorial Identified User”.

### **Offer**

By submitting an Offer, the Offeror offers to provide and deliver to Authorized Users the goods or services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User requests such goods or services or combination of goods and services, in accordance with the conditions set out in the Standing Offer.

### **Exclusionary Clause**

By submitting an Offer, the Offeror agrees that it has no claim, action, cause of action or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law against Her Majesty the Queen in Right of Canada, and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the call-up is issued by a Provincial/Territorial Identified User. The Offeror recognizes and agrees that by issuing a call-up, the Provincial/Territorial Identified User becomes the Contracting Authority and as such is responsible for any contractual issues, or any other issues related to individual call-ups made against the Standing Offer.

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into six parts plus attachments and annexes, as follows:

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications and Additional Information: includes the certifications and additional information to be provided; and
- Part 6            6A, Standing Offer, and 6B, Resulting Contract Clauses:
  - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

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The Annexes include the Statement of Requirement , the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification

The following Annexes are appended to and form part of this RFSO:

- Annex A – Statement of Requirements
- Annex B – Basis of Payment
- Annex C - PWGSC-TPSGC 942, Call-up against a Standing Offer form
- Annex D – Electronic Payment Instrument
- Annex E – Federal Contractors Program from Employment Equity
- Annex F - Technical Mandatory Compliance Matrix
- Annex G – Technical Rated Compliance Matrix
- Annex H – Financial Offer Submission Tables

## 1.2 Summary

1.2.1 Canada has a requirement to establish up to four national master standing offers (NMSOs) for Authorized Users to supply:

- Standing Offer Stream 1: single band radio units;
- Standing Offer Stream 2: dual band radio units;
- Standing Offer Stream 3: multi band radio units; and
- Standing Offer Stream 4: Digital Vehicular Repeater Systems (DVRS).

Canada may combine streams won by the same offeror.

A list of provinces and territories who have shown interest in making call-ups against the Standing Offer is listed in Part 6 – Standing Offer – Authorized Users

Only Authorized Users will be authorized to issue call-ups against this NMSO.

1.2.2 Offerors may submit Offers for one or more Standing Offer Streams.

A separate Offer must be submitted for each Standing Offer Stream for which the Offeror wishes to submit an Offer. Each Offer must be capable of being evaluated on its own for the Standing Offer Stream for which it is being submitted. Cross referencing between Offers is not permitted. If information is not available within an Offer for a Standing Offer Stream, even if provided in an Offer for a different Standing Offer Stream, it will be deemed not to have been provided for that Offer.

1.2.3 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

1.2.4 Delivery points are across Canada and will be specified on each individual call-up.

1.2.5 "The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 6 - Standing Offer, and Part 6 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification."

1.2.6 This RFSO mandates offerors to use the CPC Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

### 1.3 Security Requirements

There are no security requirements.

### 1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

### 1.5 Offer

By submitting an Offer, the Offeror offers to provide and deliver the goods or services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User requests such goods or services or combination of goods and services, in accordance with the conditions set out in the Standing Offer.

### 1.6 Phased Bid Compliance Process

The Phased Bid Compliance Process applies to this requirement.

### 1.7 Disclosure of information – Optional Users

The following definitions apply to this provision only:

**"Optional Users"** are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer.

**"MASH entities"** are municipal, academic institutions, schools and hospital sectors of a province. They can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

The Offeror acknowledges Optional Users may be interested in procuring for their own use the goods or services or combination of goods and services as described in this Standing Offer (referred to hereinafter as "Deliverables.")

In the event that an Optional User contacts the Offeror to purchase some or all of the Deliverables (referred to hereinafter as a "Request"), the Offeror will enter into negotiations with such Optional User. As

part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) as necessary, use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as "Separate Agreement").

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Optional User. The Offeror must not represent itself as an agent or representative of Canada to the Optional User.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

## 1.8 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

Offerors who submit an Offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006 \(2022-03-29\)](#) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 03 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Pursuant to the [Department of Public Works and Government Services Act](#) (S.C. 1996, c. 16), the instructions, clauses and conditions identified in the RFSO, standing offer and resulting contract(s) by number, date and title may be incorporated by reference into and if so will form part of the RFSO, standing offer and resulting contract(s) as though expressly set out in the RFSO, the standing offer and the resulting contract(s).

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

### 2.1.1 SACC Manual Clauses

M1004T (2016-01-28) – Condition of Material - Offer

### 2.2 Submission of Offers

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

Note: Offerors must only submitting using Canada Post Corporation's (CPC) Connect service for offers closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.pareceptiondessoumissions-apbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.pareceptiondessoumissions-apbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open a CPC Connect conversation, as detailed in Standard Instructions 2006, or to send offers through a CPC Connect message if the offeror is using its own licensing agreement for CPC Connect service.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

### 2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 10 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

### 2.4 Applicable Laws

The Standing Offer and any resulting Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario, Canada.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their Offer, 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, the Offeror is deemed to have consented to the applicable laws as specified herein by Canada.

### 2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.

- (b) Canada encourages offerors 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) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

The Offeror must submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with **section 08 Transmission by Canada Post Corporations's (CPC) Connect Service of the 2006** (2022-03-29) standard instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that the Offeror provides its offer in separate sections as follows:

Section I: Technical Offer

Section II: Financial Offer

Section III: Certifications

Section IV: Additional Information

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

If the Offeror provided through CPC Connect service, the wording of the electronic copy provided through CPC Connect service will have priority over the wording of any other copy.

#### Section I: Technical Offer

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

- (a) Annex A – Statement of Requirement contains mandatory and rated technical requirements.
- (b) In order to be deemed **responsive**, the technical offer must meet all mandatory requirements listed in Annex A.
- (c) Only technical offers determined to be responsive to all mandatory requirements will be evaluated against the rated requirements listed in Annex A.
- (d) The technical offers must address all of [Annex A – Statement of Requirement](#) on a paragraph-by-paragraph basis, using the same numbering system, by completing the respective Annex F (F-1, F-2, F-3 or F-4, as applicable) and respective Annex G (G-1, G-2, G-3 or G-4, as applicable).

- (e) Offerors should include manufacturer's proposed parts and services supported by substantive information (e.g. equipment technical specifications, drawings, technical brochures, test reports and the electrical and/or mechanical specifications, etc.) to demonstrate compliance with the requirements.
- (f) Offerors may provide responses for one or more models of Subscriber Units listed in Annex A for each Standing Offer Stream (i.e. a proposal for more than one version or model). However, each version or model must meet all requirements for that Subscriber Unit or it will not be accepted as a Subscriber Unit available under a Standing Offer Stream.
- (g) Offerors may provide comments identifying strengths of their response(s), alternative approaches which achieve similar outcomes, limitations of their response(s), or any other information the Offeror believes is relevant to evaluation of the Offer.
- (h) The successful execution of tests (if any) conducted during the RFSO process does not constitute acceptance by Canada or any Authorized User of any goods or services which are offered by the Offeror or which may be provided under any resulting contract(s), including patent or latent defects. Work delivered under a Contract remains subject to inspection, testing and acceptance as provided in the Contract.

#### Technical Mandatory Compliance Matrix

- (a) Offerors must use the respective Annex F (F-1, F-2, F-3 or F-4) – Mandatory Compliance Matrix provided with the RFSO and must provide responses in each applicable cell for each line item listed.
- (b) Offerors must provide their responses in *Compliance* Column and reference details in *Reference in Technical Offer* Column for each line item.
- (c) In *Compliance* Column, Offers must only indicate compliance or non-compliance with the requirement for each line item by inserting "Compliant" or "Non-compliant" in the corresponding cell. A "Compliant" response means that the Offeror complies in full with the requirement. Any other qualifying response (for example, "noted", "Partial compliance"), cross references to other areas of the Offer (for example; "see Section x"), or no response, will render the Offer non-responsive and the Offer will be given no further consideration.
- (d) Offerors must provide their reference details (specifications) in *Reference in Technical Offer* Column. An empty (blank) response will render the Offer non-responsive and the Offer will receive no further consideration. In order to facilitate Canada's evaluation and ensure Canada is able to locate such information, Offerors should provide name, page number and exact location of the brochures, document or any other material submitted with the Offer to demonstrate compliance.
- (e) Offerors should use *Bidder's Comments* Column to provide any additional information they deem necessary for the proposed part(s). If additional space is required to provide a response, Offerors can provide additional information in supporting documents, and reference these documents in *Bidder's Comments* Column. It is the sole responsibility of the Offeror to identify the link between the requirement and how the supporting documentation supports the requirement. Lack of clarity may result in such information not being considered in the evaluation of the Offer. Supporting documents must be submitted with the Offer or before the close of the RFSO solicitation period. Canada will not seek out information which is referenced in an Offer, but not included or provided.

## Technical Rated Evaluation Matrix

- (a) Offerors should use the respective Annex G (G-1, G-2, G-3 or G-4, as applicable) – Technical Rated Compliance Matrix provided with the RFSO and insert responses in each applicable cell for each line item listed.
- (b) Offerors should provide their responses in *Reference in Technical Offer* Column Reference in Technical Offer for each line item.
- (c) Offerors should provide their reference details in *Reference in Technical Offer* Column. Offerors should provide name, page number and exact location of the brochures, document or any other material submitted with the Offer to facilitate Canada's evaluation of the Offers against the rated criteria. It is the sole responsibility of the Offeror to identify the link between the requirement and how the supporting documentation supports the requirement. Lack of clarity may result in the additional information not being considered in the evaluation of the Offer. Supporting documents must be submitted with the Offer or before the close of the RFSO solicitation period. Canada will not seek out information which is referenced in an Offer, but not included or provided.

## Section II: Financial Offer

Offerors must include in their financial offer a completed respective Annex H (H-1, H-2, H-3 or H-4, as applicable) – Financial Offer Submission. The total amount of Applicable Taxes not included.

### 3.1.1 Electronic Payment of Invoices - Offer

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,

**Section III: Certifications** Offerors must submit the certifications and additional information required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Phased Bid Compliance Process (PBCP)

#### 4.1.1 General

- (a) Canada is conducting the PBCP described below for this requirement.

- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY June 28, 2022 10 | Page REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NONRESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NONRESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2006 (2022-03-29) Standard Instructions – Request for Standing Offers - Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right.
- (d) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### **4.1.2 Phase I: Financial Bid**

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.

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- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, only that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (f) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (g) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

#### **4.1.3 Phase II: Technical Bid**

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a

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response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.

- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, only that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **4.1.4 Phase III: Final Evaluation of the Bid**

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

#### **4.2 Evaluation Procedures**

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- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria for each Standing Offer Stream for which an Offer is submitted. Offerors may submit Offers for one or more Standing Offers Streams.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers. There will be one evaluation team per stream for a total of 4 evaluation teams:

Standing Offer Stream 1. Single band Evaluation Team;  
Standing Offer Stream 2. Dual band Evaluation Team;  
Standing Offer Stream 3. Multi band Evaluation Team; and  
Standing Offer Stream 4. Digital Vehicular Repeater Systems (DVRS) Evaluation Team.

#### **4.2.1 Technical Evaluation**

##### **4.2.1.1 Mandatory Technical Criteria**

Technical Offers will be evaluated against the mandatory technical evaluation requirements specified in the respective Annex F (F-1, F-2, F-3 or F-4, as applicable) Mandatory Compliance Matrix.

##### **4.2.1.2 Point Rated Technical Criteria**

The available Rated Technical Points are identified in the respective Annex G (G-1, G-2, G-3 or G-4, as applicable) – Rated Compliance Matrix.

Technical Offers will be assessed against the Point Rated Technical Evaluation Criteria.

#### **4.2.2 Financial Evaluation**

The financial offer will be evaluated as follows:

- a. Financial Offer Submission Tables are provided in MS Excel for each respective stream as Annex H1, H2, H3 and H4. Offerors must complete the respective Financial Offer Submission Table for their financial offers.
- b. Offerors must submit firm unit prices DDP Incoterms 2010, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
- c. Financial offers will be evaluated in Canadian currency. Prices submitted in foreign currency will be converted into Canadian dollars based on the exchange rate provided by the Bank of Canada on the RFSO solicitation period closing date and the resulting conversion values will be used for the evaluation.
- d. Financial offers will be evaluated based on prices received from Offerors as set out in Annex H. No other pricing or financial information, if provided, will be evaluated.

- e. In order for the financial offer to be deemed responsive, the Offeror must provide the item part number and pricing for each quantity breakdown (1-100, 101-250, 251-600, 601-1000 and more than 1000) for every line-item number (Mandatory [M] and Optional [O]) listed on the financial offer table. Offerors may suggest additional items under the optional "Vendor Suggested Item" section of the Financial Offer Table.
- f. For the purpose of offer evaluation, only the items marked Mandatory (M) and shown in **green font** will be used for the financial evaluation.
- g. For the purpose of offer evaluation, only the columns marked 1-100, 101-250, and 251-600 for each mandatory item will be summed up and averaged to calculate the price per mandatory item. All mandatory item price averages will be totalled and considered the Offeror's total price.
- h. The total price will then be used in the formula specified in Section 4.3.

### **4.3 Basis of Selection – Highest Combined Rating of Technical Merit and Price for each Stream**

- 4.3.1 To be declared responsive, an Offer for a Standing Offer Stream must:
  - a. meet all mandatory requirements of the RFSO for that Standing Offer Stream; and
  - b. comply with all the requirements of the RFSO for that Standing Offer Stream; and
  - c. include a completed Annex H - Financial Offer Submission Table for that Standing Offer Stream.
- 4.3.2 Offers not meeting (a) and (b) and (c) will be declared non-responsive, and the Offer will receive no further consideration.
- 4.3.3 Offerors submitting for more than one Standing Offer Stream must be prepared to supply to each Standing Offer Stream on the pricing submitted for that Standing Offer Stream, whether or not Standing Offers are awarded for all Standing Offer Streams for which they submitted Offers. Offers identified as being contingent in any manner upon acceptance of all Offers submitted, shall render all submitted Offers non-responsive and will receive no further consideration.
- 4.3.4 The selection for each Standing Offer Stream will be based on the highest responsive combined rating of technical merit and price for that Standing Offer Stream. The ratio will be 60% for the technical merit and 40% for the price.
- 4.3.5 To establish the technical merit score, the overall technical score for each responsive Offer will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60% for that Standing Offer Stream.
- 4.3.6 To establish the pricing score, each responsive Offer will be prorated against the lowest evaluated price and the ratio of 40% for that Standing Offer Stream.
- 4.3.7 For each responsive Offer, the technical merit score and the pricing score will be added to determine a combined rating for that Standing Offer Stream.

4.3.8 Neither the responsive Offer obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted for a Standing Offer Stream. The responsive Offer with the highest combined rating of technical merit and price will be recommended for award of a Standing Offer for that Standing Offer Stream.

4.3.9 The following table illustrates an example where all three Offers for a Standing Offer Stream are responsive and the selection of the Offeror is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45):

**Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)**

		Offeror 1	Offeror 2	Offeror 3
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Offer Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	<b>Pricing Score</b>	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
<b>Combined Rating</b>		83.84	75.56	80.89
<b>Overall Rating</b>		1 <sup>st</sup>	3 <sup>rd</sup>	2 <sup>nd</sup>

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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### 5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

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

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **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 the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 offer 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 Offeror 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 - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

Canada will also have the right to terminate the Call-up 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 Offeror must provide the Standing Offer Authority with a completed annex titled [Federal Contractors Program for Employment Equity - Certification](#), before the issuance of a Standing Offer. If the Offeror is a

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Buyer ID - Id de l'acheteur  
031qd  
CCC No./N° CCC - FMS No./N° VME

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Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### **5.2.3 Radio Certification Levels**

By submitting an Offer, the Offeror certifies that:

1. each radio equipment unit has at the time of the Offer submission for that radio equipment Unit and will maintain at all times during its Useful Lifespan, a FIPS 140-2 certification level in accordance with the Statement of Requirements;
  2. In the event that any changes are made to the radio equipment (such as hardware or software modifications, upgrades or replacement) that affect the radio equipment unit compliance with FIPS 140-2 certification, it shall undergo and receive FIPS 140-2 certification as required to meet the certification in paragraph 1 prior to being supplied to any Authorized Users.
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## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### Definitions and Interpretation

**a) Definitions:** In this Standing Offer, a capitalized term shall have the meaning attributed to that term in *General Conditions 2009 Standing Offers – Goods or Services – Authorized Users*, section 01, appended hereto as Annex G or, if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning attributed to it in the document in which it is defined.

**b) Other Interpretative Provisions,** unless otherwise indicated:

1. all references to a designated "section" or other subdivision, or to an annex or appendix, are to the designated section or other subdivision of, or annex or appendix to the Standing Offer;
2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Standing Offer as a whole and not to any particular section or other subdivision of the Standing Offer;
3. the headings are for convenience only and do not form a part of the Standing Offer and are not intended to interpret, define or limit the scope, extent or intent of the Standing Offer or any of its provisions;
4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
6. where a word is defined other forms of the word will have the corresponding meaning;
7. any reference to the Standing Offer or to any agreement, or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;
8. any reference to a statute, regulation, rule, policy directive or other document listed in this Standing Offer means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time; and
9. all dollar amounts refer to Canadian dollars.

#### Key Terms

##### Definitions

In this Standing Offer, unless the context otherwise requires,

##### **“Authorized User”**

Means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Standing Offer, authorized to make call-ups against the Standing Offer.

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### **“Federal Identified User”**

Means any Federal Government Department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

### **“Provincial/Territorial Identified User”**

Means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, which are identified in the Contract;

### **“General Information”**

The Offeror will provide and deliver to Authorized Users the goods, services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in this Standing Offer if and when the Authorized User requests such goods, services or combination of goods and services in accordance with the conditions set out in the Standing Offer;

### **Principal – Agent Relationship**

Canada is not acting as an agent for the Provincial/Territorial Identified User nor is the Provincial/Territorial Identified User a principal of Canada.

By submitting an Offer, the Offeror acknowledges that all responsibilities and liabilities associated with the issuance and management of the call-up by the “Provincial/Territorial Identified User” rest with that “Provincial/Territorial Identified User”.

### **Exclusionary Clause**

By submitting an Offer, the Offeror agrees that it has no claim, action, cause of action or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law against Her Majesty the Queen in Right of Canada, and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the call-up is issued by a Provincial/Territorial Identified User. The Offeror recognizes and agrees that by issuing a call-up, the Provincial/Territorial Identified User becomes the Contracting Authority and as such is responsible for any contractual issues, or any other issues related to individual call-ups made against the Standing Offer.

#### **6.1 Offer**

**6.1.1** The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

#### **6.2 Security Requirements**

##### **6.2.1 No Security Requirement Applicable**

There is no security requirement applicable to the Standing Offer.

#### **6.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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**

**2009** (2022-01-28) General Conditions: Standing Offers – Goods or Services – Authorized Users, apply to and form part of the Standing Offer and are amended as follows:

**The following section(s) from General Conditions 2009 apply to Federal Identified Users only:**  
Section 11 – Integrity Provisions

### **6.3.2 Standing Offers Reporting**

The Offeror must compile and maintain records, on its provision of goods or services or combination of goods and services to Authorized Users under any and all contracts resulting from the Standing Offer. This data must also include all purchases paid for by a Canada acquisition card.

The Offeror must provide this data, in electronic format (Excel spreadsheet format), in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

The data must be submitted electronically on a quarterly basis to the Standing Offer Authority.

The Quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

## **6.4 Term of Standing Offer**

### **6.4.1 Period of the Standing Offer**

The initial period of the Standing Offer is three (3) years, commencing on the date of award of the Standing Offer (the "initial period") unless cancelled or extended as provided herein.

### **6.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) 1-year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

### **6.4.3 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified on each individual 942 call-up placed under the Standing Offer.

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Buyer ID - Id de l'acheteur  
031qd  
CCC No./N° CCC - FMS No./N° VME

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## **6.5 Authorities**

### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Michelle Sparkes

Title: Team Lead

Public Services and Procurement Canada

Acquisitions Branch

Directorate: Electronics, Munitions and Tactical Systems Procurement

Address: 11 Laurier St, Gatineau, Quebec K1A 0S5, Building Portage III, Floor 6A2

Telephone: 873-455-1558

E-mail address: [Michelle.Sparkes@tpsgc-pwgsc.gc.ca](mailto:Michelle.Sparkes@tpsgc-pwgsc.gc.ca)

The Standing Offer Authority is responsible for the management of the Standing Offer, (including any extensions, set asides or cancellations). Revisions or amendments to the Standing Offer shall only be authorized in writing by the Standing Offer Authority. The Offeror must not perform work in excess of or outside the scope of the Standing Offer based on verbal or written requests or instructions from anyone other than the Contracting Authority and any work so conducted shall be at the Offeror's sole risk and expense and shall not be charged to any Authorized User unless otherwise agreed to in writing by the Contracting Authority.

### **6.5.2 Contracting Authorities**

If a call-up is issued by:

#### **Federal Identified User:**

The Standing Offer Authority is the Contracting Authority for Federal Identified User Call-ups and resulting Contracts.

#### **Provincial/Territorial Identified User:**

The Provincial/Territorial Identified User that issues the Call-up is the Contracting Authority for that Call-up and resulting Contract.

### **6.5.3 Offeror's Representative**

[TBD](#)

## **6.6 Authorized Users**

### **Federal Identified Users**

The Federal Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the **Financial Administration Act**, R.S., 1985, c. F-11.

### **Provincial/Territorial Identified Users**

The following Provincial/Territorial Identified Users are the only entities authorized to make call-ups against this Standing Offer.

The following CCPI Participants (including MASH organizations) have demonstrated their interest in the P25 portable radio and mobile equipment SO's:

- **The Government of the Province of Nova Scotia including:**
  - Chignecto-Central Regional Centre for Education
  - Municipality of the County of Inverness
  - South Shore Regional Centre for Education
  - Tri-County Regional Centre for Education
  - Saint Mary's University
  - Municipality of Shelburne
  - Municipality of the District of Chester
  - New Glasgow Regional Police
  - Dalhousie University
  - Halifax Regional Centre for Education
- **The Government of the Province of New-Brunswick including:**
  - City of Moncton
  - Mount Allison University
- **The Government of the Province of Newfoundland and Labrador**
- **The Government of the Province of Prince Edward Island including:**
  - University of PEI
- **The Government of the Province of Ontario including:**
  - City of Toronto
  - Grey Bruce Health Services
  - Town of Huntsville
  - Carleton University
  - Township of Blandford-Blenheim
  - Town of Collingwood
  - Township of Georgian Bay
  - Ajax Fire and Emergency Services
  - Northumberland County
  - OPP (Fleet, Supply & Weapons Services Bureau)
  - Toronto Police Service
  - Town of Whitby
  - Township of Strong
  - Region of Peel
- **The Government of the Province of Manitoba including:**
  - Vehicles and Equipment Maintenance Agency (VEMA)
  - Frontier School Division
  - City of Brandon
  - City of Winnipeg
  - Lakeshore School Division
  - Prairie Mountain Health
  - Southern Health-Santé-Sud
  - Interlake Eastern Regional Health Authority
  - Northern Regional Health Authority
  - Winnipeg Regional Health Authority
  - Shared Health Inc.
  - University of Manitoba

- Town of the Pas
- Swan Valley School Division
- St James-Assiniboia School Division
- Winnipeg School Division
- University of Winnipeg
- CancerCare Manitoba
- Brandon School Division
- RM of Woodlands
- Rural Municipality of Rosser
- Mossey River Municipality
- RM of Dauphin
- Rural Municipality of St. Francois Xavier
- **The Government of the Province of Saskatchewan**
  - Saskatchewan Public Safety Agency
- **The Government of the Province of Alberta including:**
  - City of Lethbridge
  - City of Edmonton
- **The Government of the Northwest Territories**
- **The Government of the Province of British Columbia**
- **The Government of Yukon**

#### **Disclosure of information – Optional Users**

“**Optional Users**” are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer.

“**MASH entities**” are municipal, academic institutions, schools and hospital sectors of a province. They can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

The Offeror acknowledges that MASH entities that have not been identified as Authorized Users of this Standing Offer (referred to hereinafter as “Optional Users”) may be interested in procuring for their own use the goods, services or both as described in this Standing Offer (referred to hereinafter as “Deliverables”).

In the event that an Optional User contacts the Offeror to purchase some of all of the Deliverables (referred hereinafter as a “Request”), the Offeror will enter into negotiations with such Optional User. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) as necessary, use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as “Separate Agreement”).

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

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The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Offeror. The Contractor Offeror must not represent itself as an agent or representative of Canada to the Optional User.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

## **6.7 Call-up Procedures**

Authorized Call-ups against this Standing Offer must be made using the duly completed forms identified or their equivalents by methods such as facsimile, electronic mail, or any other medium deemed acceptable by both the Authorized User and the Offeror.

Goods requested by telephone, facsimile, or e-mail must be followed up by issuing a Call-up or equivalent document no later than the next day. These Call-ups are acceptance of the Offer, constituting a contract, for the goods described in the Call-up document.

Call-ups against the Standing Offer paid for with an acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up.

## **6.8 Call-up Instrument**

### **6.8.1 Federal Identified User**

1. The Work will be authorized or confirmed by the Federal Identified User(s) using form *PWGSC-TPSGC 942, Call-up against a Standing Offer* at Annex C. Call-ups must be made by Federal Identified Users' authorized representatives under the Standing Offer must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.

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- 2. Where an equivalent form or electronic call-up document is used, it must contain at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer, and acceptance of those terms;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation of the Federal Identified User's authority to enter into a Contract; and
  - acceptance of the terms and conditions of the Standing Offer.
  - confirmation that funds are available under section 32 of the Financial Administration Act
  - allows for collection of the data identified at Annex "B" – Standing Offer Reporting, Article B1, Collection of Data

## 6.8.2 Provincial/Territorial Identified User

For Call-ups issued by a Provincial/Territorial Identified User, the Work will be authorized using form *PWGSC-TPSGC 942, Call-up against a Standing Offer* at Annex C. This form is available through the [PWGSC Forms Catalogue](#) Web site.

Or an equivalent form of electronic call-up document which at a minimum:

- identifies the Standing Offer number;
- identifies the total value of the Call-up;
- includes the unit price for each item on the Call-up;
- identifies a point of delivery;
- includes acceptance of the terms and conditions of the Standing Offer;

Call-ups against the Standing Offer paid for with an acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up. Call-ups must be made from authorized representatives of identified users of a province or territory in the standing offer. These must be goods or services, or a combination of goods and services included in the standing offer, in accordance with the prices and terms specified therein

## 6.9 Limitation of Call-ups

### Federal Identified User

Individual call-ups against the Standing Offer must not exceed \$400,000.00 (Applicable Taxes included and any Contract amendments).

Individual Call-ups exceeding \$400,000.00 (including all Applicable Taxes and Contract amendments) must be submitted to the Standing Offer Authority in the form of a funded requisition for processing.

### Provincial/Territorial Identified User

If a financial limitation applies to a call-up issued by a Provincial/Territorial Identified User, whether that financial limitation applies to an individual basis for each call-up or in the aggregate for all call-ups issued, that financial limitation must be provided by the Provincial/Territorial Identified User issuing the call-up. Where such financial limit is provided to the Offeror by the Contracting Authority of the Provincial/Territorial Identified User then the Offeror shall not accept any Call-up against the Standing Offer which would exceed such financial limitation unless the Contracting Authority has specifically identified that it may do so in writing.

## 6.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$100,000,000.00 (Applicable Taxes included) unless otherwise authorized by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 6 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 6.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list below, 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 to the extent necessary to resolve such discrepancy.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) General Conditions 2009 (2022-01-28) - Standing Offers - Goods or Services – Authorized Users;
- d) General Conditions 2015A (2022-01-28) – Goods – Authorized Users (Medium Complexity)
- e) Supplemental General Conditions 4003 (2010-08-16) – Licensed Software
- f) Annex A, Statement of Requirement;
- g) Annex B, Basis of Payment;
- h) Annex C, *PWGSC-TPSGC 942, Call-up against a Standing Offer form*
- i) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*),.

## 6.12 Certifications and Additional Information

### 6.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

### 6.12.2 Federal Contractors Program for Employment Equity - Setting aside

The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer. If the AIEE becomes invalid, the name of the Offeror will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer.

## 6.13 Condition of Material – Contract

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

## 6.14 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario

## 6.15 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

## **B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any Contract resulting from a Call-up against the Standing Offer.

### **1 Requirement**

The Contractor must provide the items detailed in the Call-up against the Standing Offer.

### **Definitions and Interpretation**

Definitions. In this Contract, a capitalized term shall have the meaning attributed to that term in General Conditions 2015A – Goods (Medium Complexity) – Authorized User as amended, section 01, or, if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning attributed to it in the document in which it is defined.

Other Interpretive Provisions. In the Contract unless otherwise indicated:

1. all references to a designated "section" or other subdivision, or to an appendix or annex, are to the designated section or other subdivision of, or appendix or annex to, the Contract;
2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Contract as a whole and not to any particular section or other subdivision of the Contract;
3. the headings are for convenience only and do not form a part of the Contract and are not intended to interpret, define or limit the scope, extent or intent of the Contract or any of its provisions;
4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
6. where a word is defined other forms of the word will have the corresponding meaning;
7. any reference to any agreement (including the Standing Offer or Contract), or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;
8. any reference to a statute, regulation, rule, policy directive or other document listed in this Contract means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time;
9. all references to day or days, other than Working Days, means calendar days; and
10. all dollar amounts refer to Canadian dollars.

### **2 Standard Clauses and Conditions**

#### **2.1 General Conditions**

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**2015A (2022-01-28)**, General Conditions – Goods – Authorized Users (Medium Complexity) apply to and form part of the Contract.

**The following sections of 2015A apply to Federal Identified Users only:**

Section 27 – Contingency Fees

Section 29 – Integrity Provisions – Contract

Section 31 – Code of Conduct for Procurement contract

**2.2 Supplemental General Conditions**

4003 (2010-08-16) - Licensed Software

**3 Term of Contract**

**3.1 Period of the Contract**

The term of the Contract is from the date of issuance of a Call-up to the delivery date specified in the Call-up inclusive, unless otherwise extended or earlier terminated as provided herein.

**3.2 Delivery Date**

Delivery must be completed in accordance with the call-up against the Standing Offer.

**4 Payment**

**4.1 Basis of Payment**

4.1.1 In consideration of the Contractor satisfactorily completing the Work under the Contract, the Contractor will be paid firm unit prices, as specified in Annex "B" for a cost of \$ **(to be inserted by PSPC)**. Customs duties are included and Applicable Taxes are extra.

4.1.2 No increase in the liability of the Authorized User or in the price of the Work specified in the Call-up resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless such design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work that would result in an Authorized User's total liability under the Call-up being exceeded before obtaining the written authorization of the Contracting Authority. Absent authorization, such work is conducted at the Contractor's sole risk and expense and shall not be charged to the Authorized User unless specifically agreed to in writing by the Contracting Authority.

4.1.3 "Total Estimated Cost", "Revised Estimated Cost" or "Increase (Decrease)" as set forth on page 1 of the Contract (or Contract amendment) is an amount provided for internal administrative purposes only and is the maximum total Contract Price, including Applicable Taxes, as evaluated by the Contracting Authority, and does not constitute tax advice on the part of Canada.

#### **4.2 Limitation of Price**

The Authorized User 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.

#### **4.3 Single Payment**

H1000C (2008-05-12) – Single Payment

### **5 SACC Manual Clauses**

B1501C (208-06-21) Electrical equipment  
B7500C (2006-06-16) Excess Goods  
C0100C (2010-01-11) Discretionary Audit – Commercial Goods and/or Services  
C2000C (2007-11-30) Taxes – Foreign-based Contractor  
C2605C (2008-05-12) Canadian Customs Duties and Sales Tax – Foreign-based Contractor  
D2001C (2007-11-30) Labelling  
D2025C (2017-08-17) Wood Packaging Materials  
D3015C (2014-09-25) Dangerous Goods / Hazardous Products – Labelling and Packaging Compliance

### **6 Electronic Payment of Invoices – Call-up**

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)

### **7 Invoicing Instructions**

- 7.1 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 and delivered in accordance with the Contract and has been accepted by the Authorized User to whom the Work is delivered.
- 7.2 Each invoice must be supported by a copy of the release document in use by the Contracting Authority and any other documents as specified in the Contract or as are reasonably required by the Contracting Authority to permit verification of Work completion and amounts invoiced.
- 7.3 The Contractor is requested to provide invoices in electronic format unless otherwise specified by the Authorized User, thereby reducing printed material. If a printed copy is requested, an original copy must be provided to the Contracting Authority.
- 7.4 Invoices must be distributed as follows:

- a. one (1) copy to the Contracting Authority; and
- b. one (1) copy to the consignee.

## **8 Insurance**

*SACC Manual* clause [G1005C](#) (2016-01-28 Insurance – No Specific Requirement)

## **9 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](#)".

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## **ANNEX "A" STATEMENT OF REQUIREMENT**

*(Insert if applicable)*

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**ANNEX "B" BASIS OF PAYMENT**

*(insert if applicable)*

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**ANNEX "C" PWGSC-TPSGC 942, CALL-UP AGAINST A STANDING OFFER FORM**

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## ANNEX “D” Electronic Payment Instruments

### ELECTRONIC PAYMENT INSTRUMENTS

*The Offeror must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.*

The Offeror accepts to be paid by 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)

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**ANNEX “E” to Federal Contractors Program for Employment Equity**

**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

I, the Offeror, by submitting the present information to the Standing Offer 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 an offer non-responsive, or may set-aside a Standing Offer, or will declare a contractor in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with any request or requirement imposed by Canada may render the Offer non-responsive, may result in the Standing Offer set-aside 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 RFSO closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Offeror certifies having no work force in Canada.
- A2. The Offeror certifies being a public sector employer.
- A3. The Offeror certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Offeror certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. The Offeror has a combined workforce in Canada of 100 or more employees; and
  - A5.1 The Offeror certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

**OR**

- A5.2. The Offeror certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, 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 Offeror is not a Joint Venture.

**OR**

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- ( ) B2. The Offeror is a Joint venture and each member of the Joint Venture must provide the Standing Offer 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 "F-1" to Single Band Mandatory Compliance Matrix\_Matrice obligatoire de bande unique 29Oct22**

**ANNEX "F-2" to Double Band Mandatory Compliance Matrix\_Matrice obligatoire de bande double 29Oct22**

**ANNEX "F-3" to Multi Band Mandatory Compliance Matrix\_Matrice obligatoire de bande multiple 29Oct22**

**ANNEX "F-4" to DVRS Band Mandatory Compliance Matrix\_Matrice obligatoire de DVRS 29Oct22**

**ANNEX "G-1" to Single Band Rated Matrix\_Matrice cote de bande unique 29Oct22**

**ANNEX "G-2" to Double Band Rated Matrix\_Matrice cote de bande double 29Oct22**

**ANNEX "G-3" to Multi Band Rated Matrix\_Matrice cote de bande multiple 29Oct22**

**ANNEX "G-4" to DVRS Rated Matrix\_Matrice cote de DVRS 29Oct22**

**ANNEX "H-1" to Single Band Financial Offer Table\_Bande unique table de l'offre financiere**

**ANNEX "H-2" to Double Band Financial Offer Table\_Bande double table de l'offre financiere**

**ANNEX "H-3" to Multi Band Financial Offer Table\_Bande multiple table de l'offre financiere**

**ANNEX "H-4" to DVRS Financial Offer Table\_DVRS table de l'offre financiere**

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