2T-MED1 (2006-08-15) Medium Complexity Bid Solicitation and Resulting Contract Template - Goods or Services

Use the following template for Medium Complexity Competitive and Non-competitive requirements for goods or services. Contracting officers should refer to the procedures document 2T-PROC1 when using the Low Dollar Value template 2T-LDV1 and Medium Complexity template 2T-MED1.

1. Includes:

- (a) Medium risk requirements;
- (b) Requirements with standard well defined requirements and specifications;
- (c) Requirements with predictable application of standard terms and conditions;
- (d) Requirements that may involve high volume of transactions;
- (e) Requirements for which the evaluation and basis of selection are based on price, technical and financial evaluation criteria.

Examples, which may fall under this type: some commercial products, some electrical and electronics products, some commercial spare parts with military specifications, some services requirements, some information management/information technology (IM/IT) requirements, except those which require the use of supplemental general conditions.

Annexes and clauses to meet specific commodity needs may be added to the template depending on the requirement.

2. Excludes:

- (a) Standing Offers
- (b) Supply Arrangements
- (c) Construction and Architectural and Engineering (A&E) contracting requirements
- (d) Canadian Commercial Corporation requirements

Remark to Contracting Authority: The Contracting Authority must delete all unused choices and the instructional information before issuing the bid solicitation.

PART 1 - GENERAL INFORMATION

- 1. Security Requirement
- 2. Statement of Work **OR** Requirement (Contracting Authority must choose "Statement of Work" **or** "Requirement")

PART 2 - BIDDER INSTRUCTIONS

- 1. Standard Instructions, Clauses and Conditions
- 2. Submission of Bids
- 3. Enquiries Bid Solicitation

4. Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES

- Bid Preparation Instructions
- 2. **Evaluation Procedures**

PART 4 - RESULTING CONTRACT CLAUSES

- 1. Security Requirement
- Statement of Work OR Requirement (Contracting Authority must choose "Statement of 2. Work" or "Requirement")
- Standard Clauses and Conditions 3.
- 4. Term of Contract
- 5. Authorities
- Payment 6.
- **Invoicing Instructions** 7.
- 8. Certifications
- Applicable Laws 9.
- **Priority of Documents** 10.
- SACC Manual Clauses 11.
- 12. (If applicable)

List of Annexes: (Choose and add annexes, if applicable)

Annex "X" Statement of Work OR Requirement (Contracting Authority must choose "Statement of Work" **or** "Requirement")

Annex "X" Basis of Payment

Annex "X" Security Requirements Check List
Annex "X" Evaluation Criteria and Basis of Selection
Annex "X" Certifications Precedent to Contract Award

Annex "X" Certifications with the Bid

PART 1 - GENERAL INFORMATION

1. **Security Requirement**

There is a security requirement associated with the requirement. For additional information, see Part 4 -Resulting Contract Clause and Evaluation Criteria and Basis of Selection at Annex "_____".

OR

There is no security requirement associated with the requirement.

Remark to Contracting Authority: Choose the appropriate title "Statement of Work" or "Requirement" and use the same title throughout the document. Insert a brief description of the requirement or refer to the "Statement of Work " or "Requirement" in the resulting contract. Refer to SACC Manual clauses B4007T, B4008T.

Statement of Work OR Requirement

PART 2 - BIDDER INSTRUCTIONS

Remark to Contracting Authority: Refer to information in section 02 of 2003, Standard Instructions - Goods or Services.

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by title, number and date are set out in the *Standard Acquisition Clauses and Conditions* Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website: http://sacc.pwgsc.gc.ca/sacc/index-e.isp.

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

The standard instructions and conditions 2003 _____ (*insert date*) are incorporated by reference into and form part of the bid solicitation.

Remark to Contracting Authority: The following modification to 2003, Standard Instructions - Goods or Services, is to be added to the bid solicitation when the bids are to remain valid for more than 60 days. The Contracting Authority will insert the number of days the bid is to remain valid.

Subsection 3.4 of 2003, Standard Instructions - Goods or Services, is amended as follows:

Delete	: sixty	(60)	days
Insert:		_ () days

Remark to Contracting Authority: SACC Manual clauses for specific instructions not covered by the standard instructions are to be included by reference, if applicable. Example of SACC Manual clauses to include by reference: B4024T, B3000T, C3010T, C3011T, etc.

1.1 SACC Manual Clauses

Remark to Contracting Authority: Refer to information in sections 03 to 08 of 2003, Standard instructions - Goods or Services.

2. Submission of Bids

Bids must be submitted by the date, time and place indicated on page 1 of the bid solicitation.

Remark to Contracting Authority: Use the following paragraph when transmission of bids by fax will not be accepted.

Bids by facsimile will not be accepted. Due to the nature of the solicitation, transmission of bids by facsimile to Public Works and Government Services Canada is not considered to be practical and therefore will not be accepted.

Remark to Contracting Authority: Use SACC Manual clauses for specific instructions and requirements for the submission of bids not covered by the Standard Instructions and include by reference, if applicable.

2.1 SACC Manual Clauses

Remark to Contracting Authority: if applicable, insert in full text additional clauses with appropriate numbering (ex. 2.2, 2.3, etc.) 2.2

	tk to Contracting Authority: Refer to information in section 11 of 2003, Standard tions - Goods or Services. Enquiries - Bid Solicitation	
	uiries must be submitted to the Contracting Authority no later than () calendar days he bid closing date. Enquiries received after that time may not be answered before the bid date.	
4.	Applicable Laws	
	ulting contract must be interpreted and governed, and the relations between the parties ned, by the laws in force in (The Contracting Authority must fill in the province or).	
choice v	der may, at its discretion, substitute the applicable laws of a Canadian province or territory of its without affecting the validity of its bid, by deleting the name of the Canadian province or territory d and inserting the name of the Canadian province or territory of its choice. If no change is made wledges that the applicable laws specified are acceptable to the Bidder.	
	k to Contracting Authority: if applicable, insert in full text additional clauses pertaining 2 Bidder Instructions. Following is a suggested approved clause. Improvement of Requirement During Solicitation Period	
Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least () days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.		
Instruc	tk to Contracting Authority: Refer to information in sections 03 to 08 of 2003, Standard tions - Goods or Services. B - BID PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES	
1.	Bid Preparation Instructions	
Bidders	must provide copies of their bid in separately bound sections as follows:	

Price must not appear in any other area of the bid except in the financial bid.

Section I: Technical Bid (____ copies)
Section II: Financial Bid (___ copies)
Section III: Certifications Requirements (___ copies)

It is required that bids follow the response format/instructions as detailed below:

- (a) Use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) Use a numbering system corresponding to that of the bid solicitation.

Section I: Technical Bid

In its technical bid, the Bidder must demonstrate its understanding of the requirement described in the bid solicitation, as well as demonstrate how the Bidder will meet the requirements of Evaluation Criteria and Basis of Selection, Annex "______" (delete annex if not applicable).

Section II: Financial Bid

The Bidder must submit its financial bid in accordance with Annex "X", Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, if applicable.

Remark to Contracting Authority: The Contracting Authority must include one of the clauses below as applicable. Use the clause "Certifications Precedent to Contract Award" in conjunction with Annex "X - Certifications Precedent to Contract Award". Use the clause "Certifications with the Bid" in conjunction with Annex "X - Certifications with the Bid".

Section III: Certification Requirements

Certifications Precedent to Contract Award

In order to be awarded a contract, the certifications attached in Annex "X - Certifications Precedent to Contract Award", are required. These certifications should normally be submitted with the bid, but may be provided afterwards. Canada may declare a bid non-responsive if the certifications are not submitted or completed when requested. Where Canada intends to reject a bid pursuant to this paragraph, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

Compliance with the certifications the Bidder provides to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after contract award. The Contracting Authority will have the right to ask for additional information to verify the Bidder's compliance with the certifications before award of a contract. The bid will be declared non-responsive if it is determined that any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Any failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

OR

Certifications with the Bid:

The certifications attached as Annex "X - Certifications with the Bid", must be completed and submitted with the bid.

Compliance with the certifications the Bidder provides to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after contract award. The Contracting Authority will have the right to ask for additional information to verify the Bidder's compliance with the certifications before award of a contract. The bid will be declared non-responsive if it is determined that any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Any failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

2. Evaluation Procedures

2.1 Bids will be evaluated in accordance with the Evaluation Criteria and Basis of Selection specified in Annex "X". Bids received will be assessed against the evaluation criteria identified for the entire requirement of the bid solicitation.

Remark to Contracting Authority: Refer to SACC Manual clause A9101T and choose one of the following clauses.

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

OR

An evaluation team composed of representatives of Canada and _____ (*Insert name of firm or consultant*) will evaluate the bids.

PART 4 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is a security requirement associated with the requirement. (Insert applicable clause provided by Canadian International Industrial Security Directorate [CIISD] and insert the Security Requirements Check List [SRCL] as an Annex.)

OR

There is no security requirement associated with the requirement.

Remark to Contracting Authority: Choose the appropriate title "Statement of Work" **or** "Requirement" and use the same title through out the document. Insert a description or use the applicable SACC Manual clauses or approved clauses. Example SACC Manual clauses: B4007C, B4008C.

2. Statement of Work OR Requirement

Remark to Contracting Authority: Refer to information in section 02 of 2010, General Conditions - Goods or Services (Medium Complexity).

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by title, number and date are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website:

http://sacc.pwgsc.gc.ca/sacc/index-e.jsp.

3.1 General Conditions

2010 _____ (*insert date*) General Conditions - Goods or Services (Medium Complexity) apply to and form part of the Contract.

	rk to Contracting Authority: Insert requirements related to delivery date, period of ct and option. Choose one of the following clauses or insert other clause. Term of Contract
4.1	Period of Contract
The Wo	ork is to be performed during the period to (fill in start and end date of es).
	OR
The pe	riod of the Contract is from date of Contract to (fill in end date of the period) inclusive.
	OR
The pe inclusiv	riod of the Contract is in effect from to (fill in start and end date of the period) ve.
	OR
4.1	Delivery Date
All the	deliverables must be received on or before (fill in the date).
other a Follow 4.2 The Company option a Contract The Contract accordance of the Contract The Co	ontractor grants to Canada the irrevocable option to extend the period of the Contract by up to additional year period(s) under the same terms and conditions. Canada may exercise the at any time by sending a written notice to the Contractor at least calendar days before the ct expiry date, or any extension of the Contract. Ontractor agrees that, during the extended period of the Contract, the rates and prices will be in ance with the provisions of the Contract.
	tion may only be exercised by the Contracting Authority, and will be evidenced for administrative es only, through a formal contract amendment.
5.	Authorities
5.1	Contracting Authority
The Co	ontracting Authority for the Contract is:
	(Name of Contracting Authority)(Title) Public Works and Government Services Canada Acquisitions Branch(Fill in) Directorate(Fill in Address)

Telephone: () Facsimile: () E-mail address:
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.
Remark to Contracting Authority: Use the following SACC Manual clause A1022C if applicable and fill in at contract award only. If the term "Technical Authority" is to be used instead, refer to SACC Manual clause A1030C. 5.2 Project Authority
The Project Authority for the Contract is: (Name of Project Authority)(Title)(Fill in Organization)(Fill in address)
Telephone: () Facsimile: () E-mail address:
The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matter 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.
5.3 Contractor Contacts
(Fill in or delete as applicable)

Remark to Contracting Authority: Insert the appropriate SACC Manual clauses or approved clause related to the Basis of Payment, Method of Payment, audit and taxes not covered in the general conditions. Refer to information in sections 12 and 13 of 2010, General Conditions - Goods or Services (Medium Complexity).

6. Payment

Remark to Contracting Authority: Use the applicable SACC Manual clauses or approved clause. Example SACC Manual clauses: C0206C, C0207C, C1200C.

6.1 Basis of Payment

Remark to Contracting Authority: Insert, if applicable, SACC Manual clause C6001C in full text.

6.1.1 Limitation of Expenses

Remark to Contracting Authority: Use SACC Manual clauses, if applicable. Example of SACC Manual clauses to include by reference: A9116C, A9117C, C0100D, C0101D, C2000D, C2605D, C2608D, C2610D, C6000C, H1000D, H1001D, H3023C.

6.2 SACC Manual Clauses

Remark to Contracting Authority: if applicable, insert in full text additional clauses with appropriate numbering (ex. 6.3, 6.4, etc.)
6.3

Remark to Contracting Authority: Use the applicable SACC Manual clauses or other approved clauses related to Invoicing Instructions. Invoicing Instructions also cover progress claims and therefore any reference to invoices would also cover progress claims. Refer to information in sections 08, 12 and 13 of 2010, General Conditions - Goods or Services (Medium Complexity).

7. Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in section 08, Invoice Submission, of the 2010 General Conditions - Goods or Services (Medium Complexity).

8. Certifications

8.1 Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, the Minister has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

Remark to Contracting Authority: Use SACC Manual clauses, if applicable. Example of SACC Manual clauses to include by reference: A9105C, K2003C, K4100C, K4600C.

8.2 SACC Manual Clauses

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (The Contracting Authority must fill in the province or territory as specified by the Bidder in its bid.)

Remark to Contracting Authority: Amend the list to reflect the documents applicable to each contract.

10. Priority of Documents

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

(a) the Articles of Agreement;

(D)	2010 (<i>Insert date</i>) Gene	eral Conditions - Goods or Se	rvices (iviedium
	Complexity);		
(c)	Annex "X", Statement of Work OR R	Requirement;	
(d)	Annex "X", Basis of Payment;		
(e)	Annex "X", Security Requirements C	Check List	
(f)	Annex "X"		
(g)	The Contractor's bid dated	(insert date), as amended _	(insert date(s) of

Remark to Contracting Authority: Insert additional SACC Manual reference clauses, not belonging under existing articles, if applicable. Example of SACC Manual clauses to include by reference: A7013D, A9062C, A9131C, B1000C, B1501C, B4030C, B4031C, B7500C, etc.

11. SACC Manual Clauses

Remark to Contracting Authority: Insert additional full text clauses not belonging under existing articles as stand alone clauses with appropriate numbering (ex. 12, 13, etc.) **12.**

STATEMENT OF WORK

OR

REQUIREMENT

(Insert if applicable)

ANNEX "X" BASIS OF PAYMENT

(Insert if applicable)

SECURITY REQUIREMENTS CHECK LIST

(SRCL MUST BE INSERTED IF APPLICABLE)

EVALUATION CRITERIA AND BASIS OF SELECTION

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

PART 1 - TECHNICAL EVALUATION

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full evaluation.

1. Mandatory Criteria

(Insert mandatory criteria, if any)

2. Point Rated Criteria

(Insert point rated criteria, if any)

PART 2 - FINANCIAL EVALUATION

(Insert financial criteria)

PART 3 - BASIS OF SELECTION

(Insert selection criteria. Example of SACC Manual clauses: A0031T, A0034T, A0035T, A0036T, etc.)

Remark to Contracting Authority: Use one of the clauses below if there are security requirements.

PART 4 - SECURITY REQUIREMENT

Remark to Contracting Authority: Insert and fill in the clause below if the Bidder has until contract award to obtain the necessary security clearances. Refer to Supply Manual procedure 6C.273.

Before award of a contract, the following conditions must be met:

(a)	The Bidder must hold a valid		Canadian and d Government Services
(b)	The Bidder's proposed individuals require sensitive work site(s) must each hold a v	alid personnel security screen	_ information, assets or ing at the requisite level of

Canada will not delay the award of any contract to allow bidders to obtain the required clearance.

Remark to Contracting Authority: Insert and fill in the clause below if the Bidder must hold the necessary security clearances at the time of bid submission. Refer to Supply Manual procedure 6C.273.

At the time of bid submission, the following conditions must be met:

(a)	The Bidder must hold a valid	, issued by the Canadian and	
	International Industrial Security Directorate (CI	ISD) of Public Works and Government Services	
	Canada (PWGSC); and		
(b)	The Bidder's proposed individuals requiring ac	cess to information, assets or	
	sensitive work site(s) must each hold a valid personnel security screening at the requisite level of, granted or approved by the CIISD of PWGSC.		

CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

Remark to Contracting Authority:

Use Annex "X", Certifications Precedent to Contract Award, in conjunction with the clause entitled "Certifications Precedent to Contract Award, Section III: Certification Requirements.

Use the following Standard Acquisition Clauses and Conditions (SACC) Manual certification clauses in full text, if applicable. Delete this annex, if it is not applicable. The certifications will be a condition precedent to award of contract as opposed to a mandatory requirement for evaluation purposes. This approach is recommended to ensure bids are not rejected during evaluation for lack of certifications. In the event that a bidder does not provide certifications at bid closing, the Contracting Authority <u>must</u> request these certifications before contract award. Failure by the Bidder to comply will render the bid non-responsive.

In order to be considered for contract award, a bidder whose bid is technically and financially responsive, must meet the following conditions:

Remark to Contracting Authority:

If applicable, use in full text one of the following clauses: K2000T, Federal Contractors Program for Employment Equity - \$200,000 or more; or K2002T, Federal Contractors Program for Employment Equity - over \$25,000 and below \$200,000. Use in conjunction with K2003C in the contract.

Federal Contractors Program for Employment Equity - Certification		

Remark to Contracting Authority: If applicable, use in full text one of the following clauses in relation to the "Work Force Reduction Programs": A9103T or A9104T or A9106T. Use in conjunction with A9105C in the contract.		
Work Force Reduction Programs		

Remark to Contracting Authority:

For non North American Free Trade Agreement (NAFTA) and non World Trade Organization Agreement on Government Procurement (WTO-AGP) requirements in accordance with the Canadian Content Policy, use in full text one of the following certification clauses: K4011T OR K4013T OR K4014T, for all competitive bid solicitations where competition is solely limited to bids offering Canadian Goods and/or Services and where the certification clause is not mandatory with the bid. Refer to Supply Manual, chapters 4, 5 and 7. Use in conjunction with K4000D, Canadian Content Definition, and contract clause K4100C, Canadian Content Certification.

Canadian Content Certification	

Remark to Contracting Authority:
If applicable, use the applicable SACC Manual clause. Example of SACC Manual clauses to include by reference: C0002T, C0004T.

Price or Rate Certification

CERTIFICATIONS WITH THE BID

Remarks to Contracting Authority:

Use Annex "X", Certifications with the bid in conjunction with the clause entitled "Certifications with the bid. Section III: Certification Requirements.

Where the bid must include the certifications with the bid by bid closing date, use if applicable the following SACC Manual certification clauses in full text. Delete this annex, if this is not applicable.

In order to be considered for contract award, a bidder whose bid is technically and financially responsive, must meet the following conditions:

Remark to Contracting Authority: For non North American Free Trade Agreement (NAFTA) and non World Trade Organization Agreement on Government Procurement (WTO-AGP) requirements in accordance with the Canadian Content Policy, use in full text one of the following certification clauses for all competitive bid solicitations where competition is being conditionally limited (K4002T or K4005T or K4006T) OR solely limited (K4001T or K4003T or K0004T) to bids offering Canadian Goods and/or Services and where the certification clause is mandatory with the bid. Refer to Supply Manual, chapters 4, 5 and 7.

Use in conjunction with K4000D, Canadian Content Definition, and contract clause K4100C, Canadian Content Certification.

Canadian Content Certification