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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Supply Arrangements (RFSA) is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;
- Part 3 Arrangement Preparation Instructions: provides Suppliers with instructions on how to prepare the arrangement 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 arrangement and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided; and
- Part 6 6A, Supply Arrangement, 6B, Bid Solicitation, and 6C, Resulting Contract Clauses:
 - 6A, includes the Supply Arrangement (SA) with the applicable clauses and conditions;
 - 6B, includes the instructions for the bid solicitation process within the scope of the SA;
 - 6C, includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

The Annexes include the Statement of Work, Additional Functionalities and Resulting Contract Clauses.

1.2 Summary

- 1.2.1 The Department of Fisheries and Oceans Canada (DFO), Transport Canada (TC) and the Department of National Defense (DND) have a requirement for Supply Arrangements for autonomous acoustic recording devices to collect underwater acoustic data from environmental and anthropogenic noise and the sounds emitted by marine species.
- 1.2.2 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).
- 1.2.3 There are security requirements associated with this requirement. For additional information, consult Part 1 - General Information, and Part 6A - Supply Arrangement. For more information on personnel and organization security screening or security clauses, Suppliers should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.3 Debriefings

Suppliers may request a debriefing on the results of the request for supply arrangements process. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt

of the results of the request for supply arrangements process. The debriefing may be in writing, by telephone or in person.

PART 2 - SUPPLIER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).

The 2008 (2017-04-27) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

Subsection 5.4 of 2008, Standard Instructions - Request for Supply Arrangements - Goods or Services, is amended as follows:

Delete: 60 days

Insert: 90 days

2.2 Submission of Arrangements

Arrangements must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Supply Arrangements.

Due to the nature of the Request for Supply Arrangements, transmission of arrangements by facsimile to PWGSC will not be accepted.

2.3 Former Public Servant - Notification

Service contracts awarded to former public servants in receipt of a pension or a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. Therefore, the bid solicitation will require that you provide information that, were you to be the successful bidder, your status with respect to being a former public servant in receipt of a pension or a lump sum payment, will be required to report this information on the departmental websites as part of the published proactive disclosure reports generated in accordance with Treasury Board policies and directives on contracts with former public servants, Contracting Policy Notice 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

2.4 Federal Contractors Program for Employment Equity - Notification

The Federal Contractors Program (FCP) for employment equity requires that some contractors make a formal commitment to Employment and Social Development Canada (ESDC) - Labour to implement employment equity. In the event that this Supply Arrangement would lead to a contract subject to the Federal Contractors Program (FCP) for employment equity, the bid solicitation and resulting contract templates would include such specific requirements. Further information on the Federal Contractors Program (FCP) for employment equity can be found on Employment and Social Development Canada (ESDC) - Labour's website.

2.5 Enquiries - Request for Supply Arrangements

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

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

2.6 Applicable Laws

The Supply Arrangement (SA) and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Suppliers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of the arrangement, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Suppliers.

PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

3.1 Arrangement Preparation Instructions

Canada requests that Suppliers provide the arrangement in separately bound sections as follows:

Section I: Technical Arrangement (3 hard copies) and 1 soft copy on USB, CD or DVD.

Section II: Certifications (1 hard copy)

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

Canada requests that Suppliers follow the format instructions described below in the preparation of the arrangement.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Supply Arrangements.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Suppliers should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

-
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Arrangement

In the Technical Arrangement, Suppliers must explain clearly and in sufficient depth how they meet each of the Mandatory Technical Criteria (M1-M6) included in Annex A (Statement of Work) Article 2.1. Suppliers must also identify which of the Optional Technical Criteria (O1-O20) included in Annex A (Statement of Work) Article 2.2 that they meet, and clearly explain how each of those optional requirements are met.

Section II: Certifications

Suppliers must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Arrangements will be assessed in accordance with the entire requirement of the Request for Supply Arrangements. .
- (b) An evaluation team composed of representatives of Canada will evaluate the arrangements.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

See Annex A (Statement of Work) Article 2.1 and Form 1: Contractors must meet all Mandatory Technical Criteria (M1 through M6) to be given further consideration.

4.1.1.2 Optional Technical Criteria

See Annex A (Statement of Work) Article 2.2 and Form 2: Contractors must indicate which Optional Technical Criteria (O1 through O20) are met.

4.2 Basis of Selection- Supply Arrangement

An Arrangement must comply with the requirement of the Request for Supply Arrangements and meet all mandatory technical evaluation criteria to be declared responsive.

All fully responsive suppliers will be recommended for Supply Arrangement authorization.

PWGSC anticipates authorizing Supply Arrangements with all qualified suppliers who meet all the Mandatory Technical Criteria (M1-M6). In addition, a resulting grid will indicate which Optional Technical Criteria (O1-O20) each supplier meets to determine which Supply Arrangement holders will be solicited for subsequent contracts. To be included in a solicitation from the Supply Arrangement, the Supply Arrangement holder must meet the applicable Optional Technical Criteria (O1-O20) required in the solicitation.

For example, a solicitation may indicate that the required product must have capabilities O2, O3, and O7. Only those Supply Arrangement holders who qualified having met O2, O3, and O7 will

be invited to participate in the solicitation. Similarly, if no Optional Technical Criteria are specified, all Supply Arrangement holders will be invited to participate in the solicitation.

4.2.1 EVALUATION OF PROPOSALS:

To be declared responsive, a supplier must:

- a) comply with all the requirements of the Request for Supply Arrangement (RFSA); and
- b) meet all mandatory technical evaluation criteria.

Suppliers not meeting (a) or (b) above will be declared non-responsive.

There is no limit to the number of Supply Arrangements to be put in place.

4.3 Financial Viability

SACC *Manual* clause S0030T (2014-11-27) Financial Viability

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Suppliers must provide the required certifications and additional information to be issued a supply arrangement (SA).

The certifications provided by Suppliers to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an arrangement non-responsive, or will declare a contractor in default if any certification made by the Supplier is found to be untrue whether made knowingly or unknowingly during the arrangement evaluation period, or during the period of any supply arrangement arising from this RFSA and any resulting contracts.

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

5.1 Certifications Required with the Arrangement

Suppliers must submit the following duly completed certifications as part of their arrangement.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all suppliers must provide with their arrangement, **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 Supply Arrangement and Additional Information

The certifications and additional information listed below should be submitted with the arrangement, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Supply Arrangement Authority will inform the Supplier 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 arrangement non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Supplier must provide the required documentation, as applicable, to be given further consideration in the procurement process. See Form 3.

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

6.1 Arrangement

The Supply Arrangement covers the Work described in the Statement of Work at Annex A.

6.2 Security Requirements

6.2.1 The supplier and all individuals assigned to work on the contract MUST NOT have access to PROTECTED or CLASSIFIED information/assets.

6.2.2 The supplier and all individuals assigned to work on the contract MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.

6.2.3 The supplier and all individuals assigned to work on the contract MUST NOT remove any PROTECTED or CLASSIFIED information/assets from the identified work site(s).

6.2.4 Subcontracts which contain security requirements are not to be awarded without the prior written permission of the Contracting Authority.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Supply Arrangement 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>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2020 (2017-09-21) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

6.4 Term of Supply Arrangement

6.4.1 Period of the Supply Arrangement

The period for issuing contracts and providing services against the Supply Arrangement is from the Supply Arrangement award date to 3 years later; and

the period during which the Supply Arrangement is extended, if Canada chooses to exercise the options set out in the Supply Arrangement.

6.4.2 Extension of Supply Arrangement

If the Supply Arrangement is authorized for use beyond the initial period, the Supply Arrangement holder offers to extend its offer for an additional 2 one-year periods under the same conditions and at the rates or prices specified in the Supply Arrangement.

The Supply Arrangement holder will be advised of the decision to authorize the use of the Supply Arrangement for an extended period by the Supply Arrangement Authority thirty days before the expiry date of the Supply Arrangement. A revision to the Supply Arrangement will be issued by the Supply Arrangement Authority.

6.5 Authorities

6.5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Name: Shannon MacCuaig
 Title: Supply Specialist
 Telephone: 873-469-3983
 E-mail address: shannon.maccuaig@pwgsc.gc.ca

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

6.5.2 Supplier's Representative

TBD

6.6 Priority of Documents

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

- (a) the articles of the Supply Arrangement;
- (b) the general conditions 2020 (2017-09-21), General Conditions - Supply Arrangement - Goods or Services;
- (c) Annex A – Statement of Work;
- (d) Annex B – Additional Functionalities;
- (e) Annex C – Resulting Contract Clauses; and
- (g) the Supplier's arrangement dated _____ (*insert date of arrangement*) (*if the arrangement was clarified or amended, insert at the time of issuance of the arrangement: "as clarified on _____" or "as amended _____". (Insert date(s) of clarification(s) or amendment(s), if applicable).*

6.7 Certifications and Additional Information

6.7.1 Compliance

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

6.8 Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

B. BID SOLICITATION

6.1 Bid Solicitation Documents

Canada will use the Medium Complexity (MC) bid solicitation template, and modify it based on the estimated dollar value, the number of SAs that meet a particular requirement, and complexity of the requirement. The Notice of Proposed Procurement published will identify the invited Supply Arrangement holders and which optional requirements were used to determine the invited Supply Arrangement holders.

A copy of the template can be provided upon request by contacting the Strategic Policy Integration Division by sending a query to TPSGC.Outilsdapprovisionnement-ProcurementTools.PWGSC@tpsgc-pwgsc.gc.ca.

Note: Reference to the MC template in PWGSC Requests for Supply Arrangements is provided as example only. The latest versions of the template and terms and conditions will be used at time of bid solicitation.

The bid solicitation will contain as a minimum the following:

- (a) a complete description of the Work to be performed;
- (b) 2003, Standard Instructions - Goods or Services - Competitive Requirements; or 2004, Standard Instructions - Goods or Services - Non-competitive Requirements;

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions 2003 or 2004 incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the Ineligibility and Suspension Policy. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of directors."
 - (c) bid preparation instructions;
 - (d) instructions for the submission of bids (address for submission of bids, bid closing date and time);
 - (e) evaluation procedures and basis of selection;
 - (f) certifications;
- **Federal Contractors Program (FCP) for Employment Equity - Notification**

- SACC Manual A3005T, A3010T for service requirements when specific individuals will be proposed for the work;
- **Integrity Provisions - Declaration of Convicted Offences;**

(g) conditions of the resulting contract.

6.2 Bid Solicitation Process

6.2.1 Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from Suppliers who have been issued a SA and whose products meet the Optional Technical Requirements and specifications specified in the bid solicitation and found in Annex B

6.2.2 The bid solicitation will be sent to fitting SA holders directly via e-mail. Solicitation period will be at least 15 calendar days.

6.2.3 The resulting contracts will be awarded by Public Works and Government Services Canada - Commercial and Consumer Products Directorate only.

C. RESULTING CONTRACT CLAUSES

6.1 General

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the template used for the bid solicitation.

For any contract to be awarded using the resulting contract clauses at Annex C, 2010A (2016-04-04), General Conditions - Goods (Medium Complexity) will apply to the resulting contract.

ANNEX A

STATEMENT OF WORK

Autonomous Acoustic Recording Devices to Collect Underwater Acoustic Data and Monitor Marine Species

1.0 Scope

1.1 Objective

The objective of this work is to acquire autonomous acoustic recording devices (ARs) to deploy for the purpose of collecting underwater acoustic data from environmental and anthropogenic noise and the sounds emitted by marine species. ARs are defined as electronic recording systems that acquire and store acoustic data internally, are deployed underwater and must be retrieved to access the data (when they are not cabled) or linked to real-time data transmission and power systems. The AR must be able to collect acoustic data with a high sensitivity, dynamic range and low noise levels over a wide range of frequencies. The programmable AR's sampling rate must be versatile to cover various needs at the different frequency ranges. The AR Request for Supply Arrangement concerns fixed deployments (on bottom, in water column, and from coast) and mobile deployments (e.g. buoys, autonomous underwater vehicles, gliders).

1.2 Background, Assumptions and Specific Scope of the Requirement

Each year, scientific studies requiring the collection of acoustic data are planned and conducted. The Department of Fisheries and Oceans Canada (DFO), Transport Canada (TC) and the Department of National Defense (DND) require a Request for Supply Arrangement to purchase or lease ARs in order to carry out these studies. Specifically, the ARs will be used to measure underwater noise and to detect the presence of marine species, as well as monitor their behaviour and movement within their habitat. Given the diversity of species and geographic locations that need to be monitored, a variety of ARs capturing a dynamic range of frequencies is required.

2.0 Requirements

2.1 Mandatory Technical Requirements

The requirements of a given AR will depend on the questions and goals of a given study. However, these are the mandatory requirements that all the ARs must meet:

- M1 The AR must have the capability for different sampling schemes over time, (e.g., multichannel, delayed start, frequency bands per channel, gains, frequency filters).
- M2 The AR must have a relatively flat frequency response over the recorded bandwidth. Variation must be less than 6 dB from 10 Hz to 100 kHz or over the recorded bandwidth if smaller. Variation must be less than 3 dB from 10 Hz to 1 kHz. Calibration must be stable over time and operating depth. Calibrated frequency response curves must be provided showing compliance. Detailed frequency response from 10 Hz to 1 kHz must be provided.
- M3 The AR must have low internal self-noise characteristics. The self-noise spectral level must be less than Wenz Sea State 0 ambient noise over the lesser of the recorded bandwidth or 200 Hz to 70 kHz (outside of this range, ocean noise at Sea State 0 is

dominated by seismic or thermal (molecular) noise).

M4 The AR noise sensitivity due to structural vibrations and flow must be low.

M5 The AR must resist corrosion due to long-term deployments in seawater.

M6 The AR must be suitable for a minimum water depth of 50 m.

2.2 Optional Technical Requirements

In addition to the mandatory requirements listed above, Suppliers can indicate their ability to supply the following optional requirements:

- O1 The AR is able to sample the sound level with a high dynamic range (110 dB) (e.g. 24 bits with at least 19 usable bits above the AR self-noise).
- O2 The AR frequency response over the recorded bandwidth has variation less than 3 dB from 10 Hz to 100 kHz or over the recorded bandwidth if smaller. Variation is less than 1.5 dB from 10 Hz to 1 kHz.
- O3 The AR clock has a maximum drift rate less than 2 $\mu\text{Hz}/\text{Hz}$ or ppm (parts per million) over the temperature range $-5\text{ }^{\circ}\text{C}$ to $+35\text{ }^{\circ}\text{C}$.
- O4 The AR clock has a maximum drift rate less than 5 $\mu\text{Hz}/\text{Hz}$ or ppm (parts per million) over the temperature range $-5\text{ }^{\circ}\text{C}$ to $+35\text{ }^{\circ}\text{C}$.
- O5 The AR has a minimum data storage capacity of 1 TB (terabyte) to accommodate long-term recordings on multiple channels, including for high-frequency sampling.
- O6 The AR has the capacity to monitor the ambient temperature and depth.
- O7 The AR has the possibility for easy programmable on-board processing.
- O8 The AR has the capacity to be precisely synchronized with other ARs when deployed to operate in a network.
- O9 The AR is suitable for deployment at water depths of 500 m or more.
- O10 The AR is powered on batteries that do not need special transport permits.
- O11 The AR data is easily downloadable without opening the instrument.
- O12 The Supplier is able to lease the AR.
- O13 The Supplier is able to deploy, recover and service the AR.
- O14 The Supplier is able to offer or subcontract accessory equipment for the AR (e.g. weights, acoustic releases, frames, floatation).
- O15 The Supplier is able to design, engineer and construct an AR deployment system (e.g. mounted moorings, drift moorings, autonomous underwater vehicle based system, recovery system).
- O16 The Supplier is able to offer or subcontract integrated equipment capable of transmitting data collected from the AR to the coast in real-time.
- O17 The Supplier's engineer(s) or technician(s) are able to customize the ARs (for example: AR is required to be mounted on special platforms such as autonomous underwater vehicles, gliders, buoys or be deployed for a specified amount of time in particular environments, such as high-tidal currents).
- O18 The Supplier's engineer(s) or technician(s) are able to configure and upgrade the AR based on development(s) of new technology(ies) (for example: adding more parameters).
- O19 The Supplier's engineer(s) or technician(s) are able to refurbish the AR should they sustain any damage.

N° de l'invitation - Sollicitation No.

FP920-170006/A

N° de réf. du client - Client Ref. No.

FP920-170006

N° de la modif - Amd. No.

File No. - N° du dossier

pv915. FP920-170006

Id de l'acheteur - Buyer ID

pv915

N° CCC / CCC No./ N° VME - FMS

O20 The Supplier is able to demonstrate that they follow a quality control process, such as ISO 9001, for the manufacture of the AR system.

N° de l'invitation - Sollicitation No.

FP920-170006/A

N° de réf. du client - Client Ref. No.

FP920-170006

N° de la modif - Amd. No.

File No. - N° du dossier

pv915. FP920-170006

Id de l'acheteur - Buyer ID

pv915

N° CCC / CCC No./ N° VME - FMS

ANNEX B

SUPPLIER'S ADDITIONAL FUNCTIONALITIES

(NOTE TO BIDDERS: THIS SECTION WILL BE COMPLETED UPON ISSUANCE OF A SUPPLY ARRANGEMENT AND WILL INDICATE WHICH OPTIONAL REQUIREMENTS FROM 2.2 IN ANNEX A THE SA HOLDER MEETS. ANNEX B WILL ALSO INCLUDE PRODUCTS LISTED FROM FORM 5.)

ANNEX C

RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

1. Security Requirements

- 1.1 The supplier and all individuals assigned to work on the contract MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
- 1.2 The supplier and all individuals assigned to work on the contract MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- 1.3 The supplier and all individuals assigned to work on the contract MUST NOT remove any PROTECTED or CLASSIFIED information/assets from the identified work site(s).
- 1.4 Subcontracts which contain security requirements are not to be awarded without the prior written permission of the Contracting Authority.

2. Requirement

The Contractor must perform the Work in accordance with Appendix A – Statement of Work.

3. Standard Clauses and Conditions

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

3.1 General Conditions

2010A (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

The 2010A (2016-04-04), General Conditions - Goods (Medium Complexity) is appended with Section 31 - Intellectual Property Infringement and Royalties, as follows:

- 1) The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2) If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S. 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim,

including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

- 3) The Contractor has no obligation regarding claims that were only made because:
- (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased or leased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
- 4) If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
- (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

3.2 Supplemental General Conditions

<u>4001</u> (2015-04-01)	Hardware Purchase, Lease and Maintenance;
<u>4003</u> (2010-08-16)	Licensed Software; and
<u>4004</u> (2013-04-25)	Maintenance and Support Services for Licensed Software

apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract _____ to _____ inclusive.

4.2 Delivery Date

All the deliverables must be received on or before _____ (*insert the date*).

OR

All the deliverables must be received within _____ days/months after Contract Award Date.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Shannon MacCuaig
Title: Supply Specialist
Telephone: 873-469-3983
E-mail address: shannon.maccuaig@pwgsc.gc.ca

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

5.2 Technical Authority

The Technical Authority for the Contract is: **(to be filled in only at contract award)**

Name: _____
Telephone: _____
E-mail address: _____

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

5.3 Contractor's Representative **(to be completed upon SA issuance)**

The telephone number (with extension if applicable) of the person responsible for:

General enquiries

Name: _____
Tel. No. _____ ext: _____
E-mail address: _____

Delivery Follow-up

Name: _____
Tel. No. _____ ext: _____
E-mail address: _____

6. Payment

6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Appendix A – Pricing Tables for a cost of \$_____ **(to be filled in only at contract award)**. Customs duties are included and Applicable Taxes are extra.

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

6.2 Method of Payment

SACC *Manual* clause H1000C (2008-05-12) Single Payment

6.3 Electronic Payment of Invoices – Contract (see Form 4)

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

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI);
- c. Wire Transfer (International Only).

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.

7.2 Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- (c) To facilitate the payment process, it is important that the Contractor quote the contract number on all the invoices, shipping bills and packing slips. Failure to do so will delay payment and the date used for calculating interest on overdue accounts.

8. Certifications and Additional Information

8.1 Compliance

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

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

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

9. Applicable Laws

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

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 2008, Standard Instructions - Request for Supply Arrangements - Goods or Services;
- (c) the general conditions 2010A General Conditions - Goods (Medium Complexity);
- (d) Appendix A – Statement of Work;
- (e) Appendix B – Basis of Payment;
- (f) Appendix C - Security Requirement Check List; and
- (g) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s)*).

11. SACC Manual Clauses

SACC Manual clause G1005C (2016-01-28) Insurance

12. Shipping Instructions

12.1 Shipping Instructions - Delivery at Destination

1. Goods must be consigned to the destination specified in the Contract and delivered:

Delivered Duty Paid (DDP) Ottawa, Ontario Canada Incoterms 2010 for shipments from a commercial contractor.
2. The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

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APPENDIX A (to resulting contract)

STATEMENT OF WORK

(NOTE TO BIDDERS: THIS SECTION WILL BE POPULATED WHEN SOLICITATING FOR INDIVIDUAL REQUIREMENTS)

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APPENDIX B (to resulting contract)

BASIS OF PAYMENT

(NOTE TO BIDDERS: THIS SECTION WILL BE POPULATED WHEN SOLICITATING FOR INDIVIDUAL REQUIREMENTS)

Example of pricing table in resulting solicitation and contract:

Item	Description	Number of Units	Unit of Issue	Firm Unit Price	Extended Price (Number of Units X Firm Unit Price)
1			Each	\$	\$ Number of Units X Firm Unit Price
2			Each	\$	\$ Number of Units X Firm Unit Price
					Sum of Items 1 and 2 less discount

APPENDIX C (to resulting contract)

SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

**SECURITY REQUIREMENTS CHECK LIST (SRCL)
 LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	Fisheries and Oceans Canada	2. Branch or Directorate / Direction générale ou Direction Environment and Biodiversity Science Branch
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Provide autonomous acoustic recorders (ARs) to collect underwater acoustic data from environmental and anthropogenic noise and sounds emitted by marine mammal species.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>



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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
 If Yes, indicate the level of sensitivity:
 Dans l'affirmative, indiquer le niveau de sensibilité :

No Yes
 Non Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

No Yes
 Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
 Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET-- SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
 Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
 REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?
 If Yes, will unscreened personnel be escorted?
 Dans l'affirmative, le personnel en question sera-t-il escorté?

No Yes
 Non Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

No Yes
 Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

No Yes
 Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

No Yes
 Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

No Yes
 Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

No Yes
 Non Oui

Security Classification / Classification de sécurité
--





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PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
 Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.
 Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET	
				CONFIDENTIEL		TRES SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		COSMIC TOP SECRET	COSMIC TRES SECRET	A	B	C	CONFIDENTIEL		TRES SECRET
Information / Assets Renseignements / Biens Production																	
IT Media / Support Ti																	
IT Link / Lien électronique																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Security Classification / Classification de sécurité
--





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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Mike Stoneman	Manager, Environmental Science	<i>Mike Stoneman</i>	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
613-949-6829		Mike.Stoneman@dfo-mpo.gc.ca	2017-08-02
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Sébastien Guay	Security Officer	<i>Sébastien Guay</i>	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
613-991-3996		sebastien.guay@dfo-mpo.gc.ca	August 15, 2017
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / <input type="checkbox"/> Yes Non / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Shannon MacCuaig	Supply Specialist	<i>Shannon MacCuaig</i>	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
973 469 3983		Shannon.maccuaig@pvgsc.gc.ca	2017/02/22
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

Security Requirements Clause:

See Annex "A".

Form 1

EVALUATION CRITERIA – MANDATORY TECHNICAL CRITERIA

Bids will be evaluated based on the mandatory evaluation criteria described in this document. Bidders must clearly demonstrate that they meet all the mandatory technical criteria for their bid to be selected for further evaluation. Bids that fail to meet the mandatory criteria will not be retained.

Bidders must attach the table below to their bid, indicating that it meets the mandatory technical criteria and providing the page number and section of the bid where the relevant information on how it meets each criterion can be found.

No.	Mandatory Technical Criteria	Meets / Doesn't meet criteria	Bid page no.
M1	The AR must have the capability for different sampling schemes over time, (e.g., multichannel, delayed start, frequency bands per channel, gains, frequency filters).		
M2	The AR must have a relatively flat frequency response over the recorded bandwidth. Variation must be less than 6 dB from 10 Hz to 100 kHz or over the recorded bandwidth if smaller. Variation must be less than 3 dB from 10 Hz to 1 kHz. Calibration must be stable over time and operating depth. Calibrated frequency response curves must be provided showing compliance. Detailed frequency response from 10 Hz to 1 kHz must be provided.		
M3	The AR must have low internal self-noise characteristics. The self-noise spectral level must be less than Wenz Sea State 0 ambient noise over the lesser of the recorded bandwidth or 200 Hz to 70 kHz (outside of this range, ocean noise at Sea State 0 is dominated by seismic or thermal (molecular) noise).		
M4	The AR noise sensitivity (due to structural vibrations and flow) must be low.		
M5	The AR must resist corrosion due to long-term deployments in seawater.		
M6	The AR must be suitable for a minimum water depth of 50 m.		

Form 2

EVALUATION CRITERIA – OPTIONAL TECHNICAL CRITERIA

In addition to the Mandatory Technical Criteria listed in Form 1, Suppliers must identify which of the following optional technical criteria that they meet and clearly demonstrate how they are met.

No.	Optional Technical Criteria	Meets / Doesn't meet criteria	Bid page no.
O1	The AR is able to sample the sound level with a high dynamic range (110 dB) (e.g. 24 bits with at least 19 usable bits above the AR self-noise).		
O2	The AR frequency response over the recorded bandwidth has variation less than 3 dB from 10 Hz to 100 kHz or over the recorded bandwidth if smaller. Variation is less than 1.5 dB from 10 Hz to 1 kHz.		
O3	The AR clock has a maximum drift rate less than 2 µHz/Hz or ppm (parts per million) over the temperature range -5 °C to +35 °C.		
O4	The AR clock has a maximum drift rate less than 5 µHz/Hz or ppm (parts per million) over the temperature range -5 °C to +35 °C.		
O5	The AR has a minimum data storage capacity of 1 TB (terabyte) to accommodate long-term recordings on multiple channels, including for high-frequency sampling.		
O6	The AR has the capacity to monitor the ambient temperature and depth.		
O7	The AR has the possibility for easy programmable on-board processing.		
O8	The AR has the capacity to be precisely synchronized with other ARs when deployed to operate in a network.		
O9	The AR is suitable for deployment at water depths of 500 m or more.		
O10	The AR is powered on batteries that do not need special transport permits.		
O11	The AR data is easily downloadable without opening the instrument.		
O12	The Supplier is able to lease the AR.		
O13	The Supplier is able to deploy, recover and service the AR.		
O14	The Supplier is able to offer or subcontract accessory equipment for the AR (e.g. weights, acoustic releases, frames, floatation).		
O15	The Supplier is able to design, engineer and construct an AR deployment system (e.g. mounted moorings, drift moorings, autonomous underwater vehicle based system, recovery system).		
O16	The Supplier is able to offer or subcontract integrated equipment capable of transmitting data collected from the AR to the coast in real-time.		

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017	The Supplier's engineer(s) or technician(s) are able to customize the ARs (for example: AR is required to be mounted on special platforms such as autonomous underwater vehicles, gliders, buoys or be deployed for a specified amount of time in particular environments, such as high-tidal currents).		
018	The Supplier's engineer(s) or technician(s) are able to configure and upgrade the AR based on development(s) of new technology(ies) (for example: adding more parameters).		
019	The Supplier's engineer(s) or technician(s) are able to refurbish the AR should they sustain any damage.		
020	The Supplier is able to demonstrate that they follow a quality control process, such as ISO 9001, for the manufacture of the AR system.		

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Form 3

COMPLETE LIST OF DIRECTORS

Name

Position

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File No. - N° du dossier

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Id de l'acheteur - Buyer ID

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N° CCC / CCC No./ N° VME - FMS

Form 4

ELECTRONIC PAYMENT INSTRUMENTS

Instructions: The Contractor must identify which electronic payment instruments they are willing to accept for payment of invoices. Only the instruments selected will appear in the final contract.

- Direct Deposit (Domestic and International)
- Electronic Data Interchange (EDI)
- Wire Transfer (International Only)

N° de l'invitation - Solicitation No.

FP920-170006/A

N° de réf. du client - Client Ref. No.

FP920-170006

N° de la modif - Amd. No.

File No. - N° du dossier

pv915. FP920-170006

Id de l'acheteur - Buyer ID

pv915

N° CCC / CCC No./ N° VME - FMS

Form 5

SUPPLIER'S LIST OF PRODUCTS

Product Name	Model/Part Number	Name of Manufacturer