



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Public Works and Government Services Canada
ATB Place North Tower
10025 Jasper Ave./10025 ave. Jasper
5th floor/5e étage
Edmonton
Alberta
T5J 1S6
Bid Fax: (780) 497-3510

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

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

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution

Public Works and Government Services Canada
ATB Place North Tower
10025 Jasper Ave./10025 ave Jasper
5th floor/5e étage
Edmonton
Alberta
T5J 1S6

Title - Sujet VHF Radio Leasing	
Solicitation No. - N° de l'invitation W0127-19G408/A	Date 2018-09-05
Client Reference No. - N° de référence du client W0127-19G408	
GETS Reference No. - N° de référence de SEAG PW-\$EDM-607-11444	
File No. - N° de dossier EDM-8-41055 (607)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-09-27	Time Zone Fuseau horaire Mountain Daylight Saving Time MDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Jenkinson, Lorraine	Buyer Id - Id de l'acheteur edm607
Telephone No. - N° de téléphone (587) 337-2458 ()	FAX No. - N° de FAX (780) 497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 3rd Canadian Div. Headquarters 700 Vimy Ave EDMONTON Alberta T5J4J5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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W2781-19G408

Amd. No. - N° de la modif.
File No. - N° du dossier
EDM-8-41055

Buyer ID - Id de l'acheteur
edm607
CCC No./N° CCC - FMS No./N° VME

TITLE: LEASE OF PORTABLE VHF RADIO SETS

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1.1.1 There is no security requirement applicable to the Contract.

1.2 Statement of Work

1.2.1 3rd Canadian Division (3 Cdn Div), CFB Edmonton, has a requirement for a short term lease of equipment: 120 portable VHF radios with an option for an additional 60 available. This equipment is necessary to be interoperable in a non-secure mode with other military specific radios in the same frequency band as per the technical requirements. Refer to Appendix 1 to Annex "A" – Compliance Matrix for the complete performance specifications. This requirement will support dismounted communication over short and medium distances, to other dismounted sections or supporting mounted platforms. A non-secure platform is sufficient to support the Canadian Army Reserve in many individual and collective training settings. DND will provide the facilities or classroom within the following location to conduct the training sessions: Victoria, Vancouver, Edmonton, Calgary, Saskatoon, and Winnipeg. All radios are to be delivered to CFB Edmonton.

The lease would be for period of one (1) year, with the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) under the same conditions.

1.3 Trade Agreements

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

1.4 Canadian Content

The requirement is limited to Canadian goods and/or services.

1.5 Debriefings

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

1.6 epost Connect service

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003 \(2018-05-22\)](#), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days
Insert: 90 days

2.2 Submission of Bids

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

Bid Receiving Unit (BRU):

Western Region

Physical delivery address:

Public Works and Government Services Canada
ATB Place North Tower
1002
5 Jasper Ave./10025 ave. Jaspe
5th floor/5e étage
Edmonton, AB
T5J 1S6

epost Connect service email address:

ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca

(Bids/Offers will be not be accepted if emailed directly to this email address. This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions.)

Bid facsimile number: (780) 497-3510

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

2.3.1 Definitions

For the purposes of this clause,

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

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

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

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

2.3.2 Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes () No ()

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

2.3.3 Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes () No ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than THREE (3) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

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

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications
Section IV: Additional Information

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

Section I: Technical Bid (1 hard copy or 1 fax copy)
Section II: Financial Bid (1 hard copy or 1 fax copy)
Section III: Certifications (1 hard copy or 1 fax copy)

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

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.
- Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:
 - (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
 - (b) use a numbering system that corresponds to the bid solicitation.
- 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders 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.

3.1.2 Section I: Technical Bid

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

3.1.3 Section II: Financial Bid

a) Bidders must submit their financial bid in accordance with Annex "B" - Basis of Payment.

b) Electronic Payment of Invoices – Bid

The Bidder must complete Annex "C" - Electronic Payment Instruments to identify which electronic payment instruments they are willing to accept.

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

If Annex "C" - 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.

3.1.4 Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

Mandatory technical evaluation criteria are included in Annex "D".

4.1.2 Financial Evaluation

4.1.2.1 The Total Bid Price will be calculated in the following method:

- a) B.1. PERIOD 1 - CONTRACT YEAR: the unit prices quoted for items 1 to 4 will be multiplied by the estimated quantity to arrive at a total price per item. The totals of items 1 to 4 will be aggregated to obtain a total estimated cost for PERIOD 1 - CONTRACT YEAR.
- b) B.2. OPTION PERIODS: the unit prices quoted for items 1 to 3 will be multiplied by the estimated quantity to arrive at a total price per item. The totals of items B.2.1, B.2.2 and B.2.3 will be aggregated to obtain a total estimated cost for the OPTION PERIODS.
- c) B.3. OPTIONAL QUANTITY: the unit prices quoted for items 1 and 2 will be multiplied by the estimated quantity to arrive at a total price per item. The totals of items 1 and will be aggregated to obtain a total estimated cost for the OPTIONAL QUANTITY.
- d) The totals of B.1, B.2 and B.3 will be added together to determine the Total Bid Price.

4.1.2.2 The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

- 4.2.1** A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Canadian Content Certification

5.2.3.1.1 SACC Manual clause [A3050T \(2014-11-27\)](#), Canadian Content Definition

5.2.3.1.2 Certification

This procurement is limited to Canadian services. The Bidder certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause [A3050T](#).

5.2.3.2 Education and Experience

SACC Manual clause [A3010T \(2010-08-16\)](#), Education and Experience

5.2.3.3 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid entitled _____, dated _____.

6.3 Standard Clauses and Conditions

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

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6.3.1 General Conditions

2010C (2018-06-21). General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

The following conditions apply to and form part of the Contract:

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

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to _____ inclusive (*fill in end date of the period*).

6.4.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year periods under the same conditions (Period 1: _____ to _____; Period 2: _____ to _____; Period 3: _____ to _____). The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Lorraine Jenkinson
Procurement Specialist
Public Services and Procurement Canada
Procurement and Compensation Branch, Western Region
ATB Place, North Tower, 5th Floor
10025 Jasper Avenue NW
Edmonton, AB T5J 1S6

Telephone: 780-497-3593
Facsimile: 780-497-3510
E-mail address: lorraine.jenkinson@pwgsc-tpsgc.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is:

(To be named in the Contract.)

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

6.5.3 Contractor's Representative

Name and telephone number of the person responsible for:

(a) Contract Manager:

Name: _____

Title: _____

Telephone No.: _____

Facsimile No.: _____

E-mail Address: _____

(b) Service Follow up:

Name: _____

Title: _____

Telephone No.: _____

Facsimile No.: _____

E-mail Address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment - Firm Unit Price or Firm Lot Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices or firm lot prices, as specified in Annex "B" for a cost of \$ _____ [insert the amount 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.

6.7.2 Limitation of Expenditure

6.7.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and Applicable Taxes are extra.

6.7.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by

the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

6.7.2.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

6.7.4 SACC Manual Clauses

C0710C (2007-11-30) - Time and Contract Price Verification

C0711C (2008-05-12) - Time Verification

A9117C (2007-11-30) - T1204 - Direct Request by Customer Department

6.7.5 Electronic Payment of Invoices – Contract

Contracting officers must reproduce below, the information from Annex "C" - Electronic Payment Instruments, in which were identified electronic payment instruments accepted by the Contractor and renumber accordingly.

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

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

6.8 Invoicing Instructions

6.8.1 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.

- a. Each invoice must be supported by a copy of the invoices, receipts, vouchers for all direct expenses.

6.8.2 Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.9.2 SACC Manual Clauses

A3060C (2008-05-12), Canadian Content Certification

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions:
 - (i) 4001 (2015-04-01), Hardware Purchase, Lease and Maintenance;
 - (ii) 4003 (2010-08-16), Licensed Software; and
 - (iii) 4004 (2013-04-25), Maintenance and Support Services for Licensed Software.
- (c) the general conditions 2010C (2018-06-21), General Conditions - Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) 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)*)

6.12 SACC Manual clauses

A9006C (2012-07-16), Defence Contract
A9062C (2011-05-16), Canadian Forces Site Regulations
A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

6.13 Insurance - No Specific Requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

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6.14 Shipping Instructions - Delivery at Destination

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

Delivered Duty Paid (DDP):

3 CDSG SIG SQN
Clarke Building
Bldg 192 Rhine Rd
Canadian Forces Base Edmonton
Edmonton AB, T0A 2H0

Incoterms 2000 for shipments from a commercial contractor.

ANNEX "A" - STATEMENT OF WORK

LEASE OF PORTABLE VHF RADIO SETS (3rd Canadian Division)

Section 1.0 – Scope

1.1 Purpose. This document sets out the general and specific requirements for the full and satisfactory execution of the requirement related to the lease of VHF communication devices in an environment of operations and engagements for the Department of National Defence (DND).

1.2 Background. 3rd Canadian Division (3 Cdn Div) has a requirement for a short term lease of equipment. This equipment is necessary to be interoperable in a non-secure mode with other military specific radios in the same frequency band as per the technical requirements. This requirement will support dismounted communication over short and medium distances, to other dismounted sections or supporting mounted platforms. A non-secure platform is sufficient to support the Canadian Army Reserve in many individual and collective training settings. The lease would be for period of one year, with three options of an additional year each.

1.3 Terminology

CAF – Canadian Armed Forces

EFCC - Equipment Fielding Coordination Centre

ISED - Innovation, Science and Economic Development Canada

OEM – Original Equipment Manufacturer.

VHF – Very High Frequency 30-300MHz. 30-88MHz is the required segment of this band.

Section 2.0 – Requirements

2.1 Tasks. Lease 120 portable VHF radios with an option for an additional 60 available. Refer to Appendix 1 – Compliance Matrix for the complete performance specifications.

2.2 CAF Responsibilities

2.2.1. CAF will provide the facilities or classroom within the following location to conduct the training sessions: Victoria, Vancouver, Edmonton, Calgary, Saskatoon, and Winnipeg.

2.6 Contractor's Responsibilities

2.6.1. Defective equipment must be replaced within 96 hours of its receipt by the Contractor. Canada must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good, and the Contractor must pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the contract or to another location as directed by Canada.

2.6.2. Lost or broken equipment not covered by warranty must be replaced at a maximum cost of 75% of the cost of published sale of equipment.

2.6.3. User training sessions will be given by the Contractor:

2.6.3.1. In English (mandatory);

2.6.3.2. Sessions will be delivered in the following locations – Victoria, Vancouver, Edmonton, Calgary, Saskatoon, and Winnipeg.

- 2.6.3.4.** Only on weekends (Saturday and Sunday), 7.5 hours per day, between 8am and 4pm, within a period of 30 days following the delivery of VHF radio sets.
- 2.6.3.5.** Each session will have 15 users trained on operation, programming and routine maintenance.
- 2.6.3.6.** There will be two sessions in a weekend at each of the locations in 2.6.3.2, one per day.

2.6.4. Instructor training sessions will be given by the Contractor:

- 2.6.4.1.** In English;
- 2.6.4.2.** On the Contractor's facilities or in a classroom rented by the Contractor;
- 2.6.4.3.** Sessions will be delivered in (or not more than 150km from) the following locations – Vancouver, Red Deer and Winnipeg.
- 2.6.4.4.** Only on weekends within 30 days following delivery of VHF radio sets.
- 2.6.4.5.** Each session will have six "train the trainer" instructors qualified to deliver future user training covering operation, programming and maintenance of the radio set.
- 2.6.6.6.** Each session is requested to be 15 hours, divided over two days.

Section 3.0 – Deliverables

3.1 Instructor Qualifications (Training/Experience)

3.1.1. Must include a curriculum vitae of the instructor(s) and any other document to demonstrate that they:

- a. have received training on the proposed radio model that is recognized by the original equipment manufacturer (OEM) and for which a proof of certification is available.
- OR
- b. possesses one year of proven experience with the proposed radio model as a product representative or instructor.

3.1.2. DND 552 Parts 2 through 4 or Technical Acceptance Certificate from ISEDC.

3.1.3. All radios are to be delivered to CFB Edmonton EFCC.

Appendix 1 to Annex "A" – Compliance Matrix – Minimum Mandatory Performance Specifications:

	<u>Requirements</u>
1	General Technical Requirement
1.1	One (1) keypad handset, which controls radio features
1.2	One (1) headset suited to under helmet use i.e. no overhead padded band that prevents the wear of a helmet. the mount for retaining the earpiece and microphone can't have a band that inhibits the wearing and performance of a helmet on a soldier.
1.3	One (1) carrying structure or case
1.4	One (1) 1-metre whip antenna (+/- 10cm) capable of receiving and transmitting the whole frequency band requested in 2.3
1.5	Two (2) sets of rechargeable batteries necessary for the operation of the radio
1.6	One (1) operator manual, in paper or PDF format, written in English. If the electronic version is provided, it is available by download or USB storage device;
1.7	A minimum of twenty-four programming kits (software and cables);
1.8	A minimum of forty-eight single-bay battery charging stations; and
1.9	A minimum of twelve multiple-bay (minimum six bays each) battery charging stations.
2	Detailed Technical Requirements
2.1	Must have a valid Technical Acceptance Certificate issued by Innovation, Science and Economic Development Canada (ISED) or a copy of DND 552 "Application for Spectrum Supportability" with Parts 2 through 4 duly completed;
2.2	Must operate at temperatures varying between -30 and +60 degrees Celsius;
2.3	Must operate at frequencies ranging from 30 MHz to 88 MHz;
2.4	Must have an output power of 5W; the output power can be fixed or adjustable but must achieve the minimum of 5W.
2.5	The radio receiver must be sensitive enough to enable communication at a minimum LOS range of 5km within the specified frequency bandwidth and at a 5W transmit power under normal condition, meaning no obstacles such as mountains, valleys, dense vegetation, tall building and no electrical interferences;
2.6	Must weigh a maximum of 1.5kg including the battery pack;
2.7	Must meet standard MIL-STD-810G;
2.8	Must have a minimum of 10 pre-programmable channels;
2.9	Must have 25kHz spacing;
2.10	Must be FM (F3E) digital frequency modulated;
2.11	Must be compatible with STANAG 4204, 150Hz tone squelch;
2.12	Must be powered using a rechargeable battery with a duty cycle of minimum 8hrs based on a 5/5/90 (transmitting/receiving/waiting); and

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2.13	Must not be considered a controlled cryptographic item (CCI) and as such must not contain any Type 1 cryptographic element. A commercial encryption capability such as AES 256, while not requested will be accepted.
3	Warranty
3.1	Standard warranty for entire length of leasing. All parts covered.

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ANNEX "B" – BASIS OF PAYMENT

- Firm Unit Prices must include ALL relative costs associated with providing the service in accordance with the Statement of Work, Annex "A", contained herein and remain firm for the period of the contract and option periods.
- The period of the lease starts on the day the Hardware is accepted and ends 12 months later with three option years of one year each.
- Firm unit prices do not include GST; GST will be added to the invoice as a separate line item.
- Firm unit pricing must be in Canadian (CAD) Dollars.
- Estimated usages provided are for the sole purpose of establishing an evaluation tool, based only on a best estimate and in no way reflects the actual usage expected or any commitment on the part of Canada.
- All line items must be filled out in order for the bid to be deemed responsive. If any line item is left blank, price will be considered zero for evaluation purposes.

B.1 Period 1 - Contract year - from date of issuance for a twelve month period.								
Item	Description	Qty	Unit	Period		Firm Unit Price		Extended Price
		(A)		(B)		(C)		(A x B x C)
1.	Lease of portable VHF radio sets as per section 2.0 of Annex A.	120	set	12	months	\$	Firm monthly price/set	\$
2.	Delivery of 120 sets FOB Destination as per clause 6.14 Shipping Instructions - Delivery at Destination of this document.	1	lot	1	Once	\$	Firm lot price	\$
3.	Training for 15 users at the same time, during 4 days, 7.5 hours per day, Weekends, in English. As per sections 2.6.3 of Annex A.	4	day	7.5	hours per day	\$	Firm hourly rate	\$
4.	Training for 6 instructors at the same time during 4 days, 7.5 hours per day, Weekends, in English. As per section 2.6.4 of Annex A.	4	day	7.5	hours per day	\$	Firm hourly rate	\$
Total Estimated Price - Period 1 - Contract year:								\$

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B.2	OPTION PERIODS:									
Item	Description	Qty	Unit	Period		Firm Unit Price		Extended Price		
		(A)		(B)		(C)		(A x B x C)		
1.	Period 2 - Option year 1 - (actual dates to be determined)									
	Lease of portable VHF radio sets as per section 2.0 of Annex A.	120	set	12	months	\$	Firm monthly price/set	\$		
2.	Period 3 - Option year 2 - (actual dates to be determined)									
	Lease of portable VHF radio sets as per section 2.0 of Annex A.	120	set	12	months	\$	Firm monthly price/set	\$		
3.	Period 4-Option year 3 - (actual dates to be determined)									
	Lease of portable VHF radio sets as per sections 2.0 of Annex A.	120	set	12	months	\$	Firm monthly price/set	\$		
		Total Estimated Price - OPTION PERIODS:							\$	
B.3	OPTIONAL QUANTITY									
Item	Description	Qty	Unit	Period		Firm Unit Price		Extended Price		
		(A)		(B)		(C)		(A x B x C)		
1.	Lease of portable VHF radio sets. As per section 2.0 of Annex A.	60	set	12	months	\$	Firm monthly price per set	\$		
2.	Delivery of 60 sets FOB Destination as per clause 6.14 Shipping Instructions - Delivery at Destination of this document.	1	lot	1	Once	\$	Firm lot price	\$		
		Total Estimated Price - OPTIONAL QUANTITY:							\$	
B.4	Evaluated Price of the Bid									
	For evaluation purpose only, the evaluated price of each bid will be equal to the sum of the three sections B.1 + B.2 + B.3 of this annex as follows:									
	Section	Title							Total	
	B.1	Total Estimated Price - Period 1 - Contract year :							\$	
	B.2	Total Estimated Price - OPTION PERIODS:							\$	
	B.3	Total Estimated Price - OPTIONAL QUANTITY:							\$	
	TOTAL BID PRICE:							\$		
	Goods & Service Tax:						5%	\$		

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ANNEX “C” - ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

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

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

ANNEX "D" - EVALUATION CRITERIA

The bid must meet the mandatory criteria specified in this annex. Bids which fail to meet the mandatory criteria will be declared non-responsive. Each mandatory criterion should be addressed separately.

If the supporting documentation referenced below has not been provided at bid closing, the Contracting Authority will notify the Bidder that they must provide supporting documentation within two (2) business days following notification. Failure to comply with the request of the Contracting Authority within that time period, will deem the bid non-responsive and the bid will be given no further consideration.

C.1 Instructor Qualifications (Expertise and Experience)

1. Bidders must include with their bid a curriculum vitae (C.V.) of the instructor(s) and any other document to demonstrate that they:
 - a. have received training on the proposed radio model that is recognized by the original equipment manufacturer (OEM) and for which a proof of certification is available.OR
 - b. possesses one year of proven experience with the proposed radio model as a product representative or instructor.
2. In order that the regulatory training may be considered, the following documents must be provided:
 - a. A written certification that the person has taken formal training in the field of radio sets specified in this request.
 - b. The following information should also be provided: name of the institution; titles of courses taken; and the number of hours of theoretical and practical instruction.

C.2 – Minimum Mandatory Equipment Performance Specifications:

A complete list of the minimum mandatory performance specifications are detailed below in the "Compliance Matrix". Bidders are to clearly demonstrate compliance with each mandatory specification.

1. Bidders **must** show compliance by addressing each performance specification in the Compliance Matrix, whether the product offered "meets" or "doesn't meet".
2. Bidders are requested to indicate how they meet each performance specification by recording this information under the Performance Specification Offered column in the Compliance Matrix.
3. It is requested that supporting technical documentation, including but not limited to, specification sheets, technical brochures, photographs or illustrations be provided with the bid at solicitation close and be cross-referenced on the Compliance Matrix for each performance specification to outline where in the supporting technical documentation it demonstrates compliance. It is the Bidders responsibility to ensure that the submitted supporting technical documentation provides detail to prove that the proposed product(s) meet the requirements of the Performance Specification. If published supporting technical document is not available, the Bidder should prepare a written narrative complete with a detailed explanation of how its bid demonstrates technical compliance.
4. Bidders must address any concerns with the performance specifications in written detail to the Contracting Authority before bid closing as outlined in the Solicitation document.

5. Failure to meet each mandatory performance specification will result in the bid being deemed non-responsive, and be given no further consideration.

Canada will evaluate only the documentation provided with a Bidder's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.

COMPLIANCE MATRIX – MINIMUM MANDATORY PERFORMANCE SPECIFICATIONS:

	<u>Requirements</u>	Performance Specification Met?	Performance Specification Offered:	Bidders Cross Reference:
		Indicate either Yes/No	Bidder <u>should</u> indicate how they meet the performance specification by recording this information in this column.	In this column, Bidders should cross-reference where this performance specification is indicated in their supporting documents.
1	General Technical Requirement			
1.1	One (1) keypad handset, which controls radio features			
1.2	One (1) headset suited to under helmet use i.e. no overhead padded band that prevents the wear of a helmet. The mount for retaining the earpiece and microphone can't have a band that inhibits the wearing and performance of a helmet on a soldier.			
1.3	One (1) carrying structure or case			
1.4	One (1) 1-metre whip antenna (+/- 10cm) capable of receiving and transmitting the whole frequency band requested in 2.3			
1.5	Two (2) sets of rechargeable batteries necessary for the operation of the radio			
1.6	One (1) operator manual, in paper or PDF format, written in English. If the electronic version is provided, it is available by download or USB storage device;			

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1.7	A minimum of twenty-four (24) programming kits (software and cables);			
1.8	A minimum of forty-eight (48) single-bay battery charging stations; and			
1.9	A minimum of twelve (12) multiple-bay (minimum six bays each) battery charging stations.			
2	Detailed Technical Requirements			
2.1	Must have a valid Technical Acceptance Certificate issued by Innovation, Science and Economic Development Canada (ISED) or a copy of DND 552 "Application for Spectrum Supportability" with Parts 2 through 4 duly completed;			
2.2	Must operate at temperatures varying between -30 and +60 degrees Celsius;			
2.3	Must operate at frequencies ranging from 30 MHz to 88 MHz;			
2.4	Must have an output power of 5W; the output power can be fixed or adjustable but must achieve the minimum of 5W.			
2.5	The radio receiver must be sensitive enough to enable communication at a minimum LOS range of 5km within the specified frequency bandwidth and at a 5W transmit power under normal condition, meaning no obstacles such as mountains, valleys, dense vegetation, tall building and no electrical interferences;			
2.6	Must weigh a maximum of 1.5kg including the battery pack;			
2.7	Must meet standard MIL-STD-810G;			
2.8	Must have a minimum of 10 pre-programmable channels;			
2.9	Must have 25kHz spacing;			
2.10	Must be FM (F3E) digital frequency modulated;			

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2.11	Must be compatible with STANAG 4204, 150Hz tone squelch;			
2.12	Must be powered using a rechargeable battery with a duty cycle of minimum 8hrs based on a 5/5/90 (transmitting/receiving/waiting); and			
2.13	Must not be considered a controlled cryptographic item (CCI) and as such must not contain any Type 1 cryptographic element. A commercial encryption capability such as AES 256, while not requested will be accepted.			
3	Warranty			
3.1	Standard warranty for entire length of leasing. All parts covered.			