



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Del. Offered Liv. offerte	
2	refresh	FP920	FP920	1	Each	\$	\$		See Herein	

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FP920-170006/B
Client Ref. No. - N° de réf. du client
FP920-170006

Amd. No. - N° de la modif.
File No. - N° du dossier
pv950.FP950-170006

Buyer ID - Id de l'acheteur
pv950
CCC No./N° CCC - FMS No./N° VME

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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, the List of Optional Technical Requirements Suppliers can Provide, the Periodic Usage Report Template, the Contract template (i.e. Resulting contract clauses) and a Request for Quotation Form.

1.2 Summary

- 1.2.1 Public Works and Government Services Canada (PWGSC), on behalf of Canada, is establishing a Supply Arrangement (SA) for Autonomous Acoustic Recording (AAR) devices to collect underwater acoustic data from environmental and anthropogenic noise and the sounds emitted by marine species.
- 1.2.2 Any resulting SAs may be used to acquire, lease, and/or deploy AARs for any Government Department, Departmental Corporation or Agency, or other Crown entity described in the Financial Administration Act (as amended from time to time), and any other party for which the Department of Public Works and Government Services may be authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act (each a "Client").
- 1.2.3 The Request for Supply Arrangements (RFSA) is to establish supply arrangements for the delivery of the requirement detailed in the RFSA to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting supply arrangements.

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- 1.2.4 There is no security requirement associated with the issuance of a SA. The AARs to be procured under this SA may however be subject to security requirements.
- 1.2.5 A Notice for Proposed Procurement (NPP) and the RFSA will be posted continuously on the Government Electronic Tendering Service (GETS) to allow suppliers to become qualified twice a year.
- 1.2.6 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).
- 1.2.7 This RFSA allows suppliers to use the epost Connect service provided by Canada Post Corporation to transmit their arrangement electronically. Suppliers must refer to Part 2 of the RFSA entitled Supplier Instructions and Part 3 of the RFSA entitled Arrangement Preparation Instructions for further information on using this method.

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.

1.4 Use of an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Supply Arrangement that is issued under this solicitation, refer to 6.12 Transition to an e-Procurement Solution (EPS).

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

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) <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](#) (2019-03-04) 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

2.1.1 Refresh of Request for Supply Arrangements

This request for supply arrangements (RFSA) is a re-solicitation of previous RFSA number FP920-170006/A dated 2018/04/26 with a closing of 2018/06/05 at 14:00 Eastern Daylight Time (EDT).

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 in the RFSA.

Note: For suppliers choosing to submit using epost Connect for arrangements closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Arrangements will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2008](#), or to send arrangements through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

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

If the Supplier chooses to submit its arrangement electronically, Canada requests that the Supplier submits its arrangement in accordance with section 08 of the 2008 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The arrangement must be gathered per section and separated as follows:

Section I: Technical Arrangement

Section II: Certifications

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

Section I: Technical Arrangement (3 hard copies)

Section II: Certifications (1 hard copy)

If the Supplier is simultaneously providing copies of its arrangement 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 suppliers follow the format instructions described below in the preparation of the hard copy of their arrangement:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the RFSA.

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, 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 should 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: Evaluation criteria – mandatory technical criteria. Suppliers 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: Evaluation criteria – optional technical criteria. Suppliers must indicate which Optional Technical Criteria (O1 through O20) are met.

4.2 Basis of Selection – Supply Arrangement

A Supplier 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 Suppliers will be solicited for subsequent contracts. To be included in a solicitation from the Supply Arrangement, the Supplier must meet the applicable Optional Technical Criteria (O1-O20) required in any subsequent solicitation against the Supply Arrangement.

For example, a solicitation may indicate that the required product must have capabilities O2, O3, and O7. Only those Suppliers 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 Suppliers 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

[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) (<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 is issued to allow Canada to acquire Autonomous Acoustic Recording (AAR) devices to collect underwater acoustic data from environmental and anthropogenic noise and the sounds emitted by marine species in accordance with the work described in the Statement of Work at Annex A and any additional technical requirements that will be provided to the prequalified suppliers with the Bid solicitation.

6.2 Security Requirements

There is no security requirement applicable to the Supply Arrangement.

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) (<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 awarding contracts under the Supply Arrangement is from Supply Arrangement award date to August 28, 2021; 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 **Supplier** 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 Supplier 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.

6.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Supply Arrangement (SA) is for the delivery of the requirement detailed in the SA to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and

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Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the supply arrangement.

6.4.4 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified in the individual solicitations issued under FP920-170006/B

6.5 Authorities

6.5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Name: Lisa Hennessey
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Commercial and Consumer Products Directorate
Address: 140 O'Connor Street, Ottawa, Ontario, K1A 0R5

Telephone: 343-551-0058
E-mail address: Lisa.Hennessey@tpsgc-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 *(to be filled in when the SA is issued)*

Name: _____
Title: _____
Telephone: _____
Email address: _____

6.6 Identified Users

The Identified Users include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S.C., 1985, c. F-11.

6.7 Electronic Payment of Invoices *(see Form 4 (for the resulting Supply Arrangement))*

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);
- (d) Large Value Transfer System (LVTS) (Over \$25M)

6.8 On-going Opportunity for Qualification

All arrangements must be submitted to the Supply Arrangement Authority, identified in section 6.5.1 Supply Arrangement Authority.

A Notice and the RFSA will be posted continuously on the Government Electronic Tendering Service (GETS) to allow new suppliers to become qualified. All arrangements must be submitted to the Supply Arrangement Authority, identified in section 6.5.1 Supply Arrangement Authority.

Due to the resources required to evaluate the arrangements, it is Canada's intent to conduct the evaluations bi annually (i.e. Canada may collect arrangements received over half a calendar year, in order to conduct the evaluation of all those arrangements concurrently as part of a single cycle of evaluations). These cycles may be modified at Canada's discretion.

Bi-annual Qualification Cycle Schedule

Period during which the arrangements are evaluated (to become qualified under the existing Supply Arrangement)	Due Date to submit arrangement for evaluation
January 1-June 30	December 1 of the previous year
July 1 – December 31	June 1 of the same year

Existing qualified Suppliers, who have been issued a supply arrangement, will not be required to submit a new arrangement.

Only suppliers who are pre-qualified at the time individual bid solicitations are issued will be eligible to bid.

6.8.1 Opportunity for Existing Suppliers under the Supply Arrangement to update Qualifications for additional Optional Technical Criteria

- (a) As a result of technological advances, the Supplier may be permitted to submit a request to update Annex B of their Supply Arrangement. To be actioned, the Supply Arrangement Authority must receive the modification request at least thirty calendar days in advance of the scheduled update for the corresponding period as per the schedule provided below.
- (b) The Supplier's modification request must clearly highlight all proposed changes to Annex B Supplier's Additional Functionalities. Canada reserves the right to reject or negotiate the requested change prior to processing.
- (c) The Supply Arrangement Annex B update periods and due dates for submissions are:

Period for Supply Arrangement Annex B update	Due Date
January 1-June 30	December 1 of the previous year
July 1 – December 31	June 1 of the same year

- (d) The Supplier's modification request must be submitted in accordance with RFSA FP920-170006/B Part 3, Section 3.1, Section 1 Technical Arrangement, and Part 4, section 4.1.1 Technical Evaluation for evaluation. In order to be included in the Supply Arrangement, any newly proposed products must meet all Mandatory Technical Requirements, as described in 2.1 of Annex A Statement of Work. The proposed new products that meet the Mandatory Technical Requirements will then be evaluated to determine which Optional Technical Criteria are met, as described in 2.2 of Annex A Statement of Work.

- (e) Any newly proposed products that do not meet all of the Mandatory Technical Requirements and the Optional Technical Criteria will be rejected.
- (f) Upon completion of the evaluation process as described above, the Supply Arrangement will be updated with the newly qualified products through a formal amendment to the Supply Arrangement by the Supply Arrangement Authority.

6.9 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) the Supplier's arrangement dated _____ (*to be filled in when the Supply Arrangement is issued*)

6.10 Certifications and Additional Information

6.10.1 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.

6.11 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.

6.12 Transition to an e-Procurement Solution (EPS)

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

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

If the Supplier chooses not to provide the supply arrangement of their goods or services through the e-procurement solution, the Supply Arrangement may be set aside by Canada.

6.13 Periodic Usage Reports – Supply Arrangement (*see ANNEX C - Periodic Usage Report*)

The Supplier must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Supply Arrangement. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Supplier must provide this data in accordance with the reporting requirements detailed in Annex C. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Supplier must still provide a "NIL" report.

The data must be submitted on an annual basis to the Supply Arrangement Authority.

The reporting period is defined as following:

August 1 to July 31.

The data must be submitted to the Supply Arrangement Authority no later than 20 calendar days after the end of the reporting period.

B. BID SOLICITATION

6.1 Bid Solicitation Documents

To solicit bids Canada will either use:

- a) A Request for Quotation (RFQ) Form (*An example can be found in Annex E*) ; OR
- b) The Medium Complexity (MC) bid solicitation template, modified for the individual requirement based on the requirement's estimated dollar value, the number of Supply Arrangement (SA) holders that meet a particular requirement, and the complexity of the requirement. (*An example of the resulting contract clauses which may be used can be found in Annex D*)

The bid solicitation will be sent directly to SA holders via email.

In either case, Canada will also publish a Notice of Proposed Procurement (NPP) on GETS which will contain at minimum, but is not limited to a list of the invited Suppliers under the Supply Arrangement, which Optional Technical requirements were used, and a list of the Additional technical specifications.

A copy of the standard procurement template(s) can be requested by suppliers from the Supply Arrangement Authority or the Contracting Authority, as applicable.

Note: References to the MC template in PWGSC Requests for Supply Arrangements is provided as an example only. The latest version 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) security requirements (*if applicable*);
- (b) a complete description of the Work to be performed;
- (c) 2003 (2019-03-04), Standard Instructions - Goods or Services - Competitive Requirements;

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions 2003 (2019-03-04), 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.
- (d) bid preparation instructions;
- (e) instructions for the submission of bids (address for submission of bids, bid closing date and time);
- (f) evaluation procedures and basis of selection;
- (g) financial viability (*if applicable*);
- (h) 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;
- (i) 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.

6.2.1.1 When the requirement is to purchase equipment, with no security requirements and the requirement contains ONLY Optional Technical Requirements criteria selected from Annex A, section 2.2.:

- a) A Request for Quotation (RFQ) will be emailed to all applicable SA holders. The solicitation period will be at least 10 calendar days. The suggested template for the RFQ can be found in Annex E.

6.2.1.2 When the requirement is to either purchase or lease equipment, AND necessitates further specifications (i.e. technical criteria within scope of both the Mandatory criteria and the Optional Technical Requirements from Annex A, sections 2.1 and 2.2 as determined by the Technical and Contracting Authorities).

- a) A Request for Proposal (RFP) will be emailed directly to all applicable SA holders. The suggested template for the Resulting Contract Clauses of the RFP is based on the medium complexity template, and can be found in Annex D. The solicitation period will be at least 15 calendar days. (The addition of numerous, or more complex additional technical specifications might necessitate a longer solicitation period to be fair to the SA holders)

6.2.1.3 Suppliers must respond to the bid solicitation by email, indicating whether or not they will participate in the solicitation.

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6.2.2 Bids must be submitted only to the Contracting Authority identified in the solicitation email sent to the Suppliers.

6.2.3 The Identified Users of the Supply Arrangement will be responsible for the bid solicitation process and the award of individual contracts for requirements within their departmental delegated authority not exceeding \$400,000 (including applicable taxes). Public Works and Government Services Canada will be responsible for the bid solicitation process and award of individual contracts exceeding \$400,000 (including applicable taxes) and for any bid solicitation process outside the delegated authority of the Identified Users. .

6.2.4 The following forms must be used for the first page of the bid solicitation document and the first page of the resulting contract document. These forms are available on the [Electronic Forms Catalogue](http://publiservice-app.tpsgc-pwgsc.gc.ca/forms/text/search_for_forms-e.html) (http://publiservice-app.tpsgc-pwgsc.gc.ca/forms/text/search_for_forms-e.html) website.

PWGSC-TPSGC 9400-3, Bid Solicitation
PWGSC-TPSGC 9400-4, Contract

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 any template used for the individual bid solicitation.

For any contract to be awarded using the resulting contract clauses at Annex D, [2010A](#) (*date to be added at contract award*) General Conditions - Goods (Medium Complexity) will apply to the resulting contract.

ANNEX A -STATEMENT OF WORK (For the resulting Supply Arrangement)

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 (AARs) to deploy for the purpose of collecting underwater acoustic data from environmental and anthropogenic noise and the sounds emitted by marine species. AARs 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 AAR 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 AAR's sampling rate must be versatile to cover various needs at the different frequency ranges. The AAR 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 Government of Canada requires a Request for Supply Arrangement to purchase or lease AARs in order to carry out these studies. Specifically, the AARs 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 AARs capturing a dynamic range of frequencies is required.

2.0 Requirements

2.1 Mandatory Technical Requirements

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

- M1 The AAR must have the capability for different sampling schemes over time, (e.g., multichannel, delayed start, frequency bands per channel, gains, frequency filters).
- M2 The AAR 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 AAR 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 AAR noise sensitivity due to structural vibrations and flow must be low.
- M5 The AAR must resist corrosion due to long-term deployments in seawater.

M6 The AAR 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 AAR 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 AAR self-noise).
- O2 The AAR 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 AAR 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 AAR 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 AAR 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 AAR has the capacity to monitor the ambient temperature and depth.
- O7 The AAR has the possibility for easy programmable on-board processing.
- O8 The AAR has the capacity to be precisely synchronized with other AARs when deployed to operate in a network.
- O9 The AAR is suitable for deployment at water depths of 500 m or more.
- O10 The AAR is powered on batteries that do not need special transport permits.
- O11 The AAR data is easily downloadable without opening the instrument.
- O12 The Supplier is able to lease the AAR.
- O13 The Supplier is able to deploy, recover and service the AAR.
- O14 The Supplier is able to offer or subcontract accessory equipment for the AAR (e.g. weights, acoustic releases, frames, floatation).
- O15 The Supplier is able to design, engineer and construct an AAR 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 AAR to the coast in real-time.
- O17 The Supplier's engineer(s) or technician(s) are able to customize the AARs (for example: AAR 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 AAR 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 AAR should they sustain any damage.
- O20 The Supplier is able to demonstrate that they follow a quality control process, such as ISO 9001, for the manufacture of the AAR system.

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ANNEX B - LIST OF OPTIONAL TECHNICAL REQUIREMENTS SUPPLIERS CAN PROVIDE
(For the resulting Supply Arrangement)

(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.)

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ANNEX C - Periodic Usage Report Template
 (For the resulting Supply Arrangement)

Instructions for submission of periodic usage data for Suppliers under the Supply Arrangement. The Contractor must e-mail the information identified below in the form of an electronic spreadsheet in the format below, to Supply Arrangement Authority at the following address:

_____@pwgsc.gc.ca *(to be filled in when the Supply Arrangement is issued to the Holders)*

The report must include the following as a minimum:

- The contract number for which the data is submitted
- The government department requesting the goods
- The period for which the data has been accumulated (start date to end date – Which quarter)
- The start and end date of the contract issued against the supply arrangement
- Item description and the quantity being ordered
- Unit of issue, quantity, and the extended price
- The total spend per reporting period and to date, by government department

Contract (Insert Contract #)		Start Date of Contract (DD/MM/YYYY)	End Date of Contract (DD/MM/YYYY)
Total Value to Date (\$)	Total Value for Reporting Period (\$)	Start Reporting Period (DD/MM/YYYY)	End Reporting Period (DD/MM/YYYY)

Item Description	Quantity	Unit of Measure (each, liter, etc.)	Value of Order (not including GST/HST or Delivery)

ANNEX D – CONTRACT TEMPLATE (i.e. RESULTING CONTRACT CLAUSES)

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

1. Acoustic Recorder Supply Arrangement Requirement

This Contract is issued against the Acoustic Recorder Supply Arrangement (the "SA") PWGSC file number FP920-170006. All terms and conditions of the SA apply to and form part of the Contract.

2. Security Requirements

OPTION 1

Select this option if there are security requirements and insert related clauses provided by Industrial Organization Security Services Directorate (IOSSD). Insert SRCL at Appendix C -

2.1 The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

OPTION 2

2.1 There is no security requirement applicable to the Contract.

3. Requirement

OPTION 1- For the purchase of AARs

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

OPTION 2 – For the lease of AARs

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

4. 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.

4.1 General Conditions

2010A (*date to be filled in at bid solicitation*) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

The **2010A** (*date to be filled in at bid solicitation*), 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.

4.2 Additional General Conditions *(if applicable)*

4.2.1 Conduct of the Work

- 1) The Contractor represents and warrants that:
- (a) it is competent to perform the Work;
 - (b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and

-
- (c) it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
- 2) The Contractor must:
- (a) perform the Work diligently and efficiently;
 - (b) except for Government Property, supply everything necessary to perform the Work;
 - (c) use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
 - (d) select and employ a sufficient number of qualified people;
 - (e) perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract;
 - (f) provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

4.2.2 Subcontracts

The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor.

4.2.3 Harassment in the workplace

- 1) The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the [Policy on Harassment Prevention and Resolution](#), which is also applicable to the Contractor, is available on the Treasury Board Web site.
- 2) The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

4.2.4 Access to information

Records created by the Contractor, and under the control of Canada, are subject to the [Access to Information Act](#). The Contractor acknowledges the responsibilities of Canada under the [Access to Information Act](#) and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the [Access to Information Act](#) provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the [Access to Information Act](#) is guilty of an offence and is liable to imprisonment or a fine, or both.

4.3 Supplemental General Conditions

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OPTION 1- For the purchase of AARs
The list of possible Supplemental General Conditions may include but is not limited to the following:

4001 (*date to be filled in at bid solicitation*) Hardware Purchase, Lease and Maintenance;
4003 (*date to be filled in at bid solicitation*) Licensed Software; and
4004 (*date to be filled in at bid solicitation*) Maintenance and Support Services for Licensed Software

apply to and form part of the Contract.

OPTION 2 – For the lease of AARs
The list of possible Supplemental General Conditions may include the following:

4001 (*date to be filled in at bid solicitation*) Hardware Purchase, Lease and Maintenance minus Part III – Additional Conditions, Purchase

5. Term of Contract

5.1 Period of the Contract

The period of the Contract is from date of Contract Award to _____ (*insert the date*) inclusive.

5.2 Delivery Date

The deliverable(s) must be received on or before _____ (*insert the date*).

5.3 Delivery Point(s)

Delivery of the requirement will be made to delivery point(s) specified at **APPENDIX “X”** of the Contract.

6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is: (*to be filled in at bid solicitation*)

Name: _____

Title: _____

Department: _____

Directorate: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

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

6.2 Technical Authority (*to be filled in only at contract award*)

The Technical Authority for the Contract is:

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Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

The Technical 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.

6.3 Procurement Authority *(delete if not applicable)*

The Procurement Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the department's contract and financial management and the implementation of tools and processes required for the administration of the Contract, such as Task Authorizations. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority, however the Procurement 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.

6.4 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: _____
Fax No. _____
E-mail address: _____

Delivery Follow-up

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

6.5 Contractor's Accounts Payable Contact *(to be completed upon SA issuance. Can be deleted If not applicable)*

Name: _____

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Telephone:
E-mail address:

7. Proactive Disclosure of Contracts with Former Public Servants (*Applicable only to Option 2 – For the lease of AARs.*)

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.

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.

8. Payment

8.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid _____ *insert* a firm price **OR** firm unit price(s) **OR** firm lot price(s), as specified in Appendix B – Basis of Payment 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.

8.2 Method of Payment (*From the SACC manual. Note to bidders: this list is not exhaustive because the method of payment may vary based on individual requirements*)

H1000C (*date to be filled in at bid solicitation*) Single Payment
H1001C (*date to be filled in at bid solicitation*) Multiple Payments
H3010C (*date to be filled in at bid solicitation*) Milestone Payments – Not subject to Holdback
H4012C (*date to be filled in at bid solicitation*) Schedule of Milestones

8.3 SACC Manual Clauses (*Note to bidders: these are sample clauses that may be used. this list is not exhaustive*)

A9033T (*date to be filled in at bid solicitation*) Financial Viability
C2000C (*date to be filled in at bid solicitation*) Taxes – Foreign-based Contractor
C2605C (*date to be filled in at bid solicitation*) Canadian Customs Duties and Sales Tax – Foreign-based Contractor
C2608C (*date to be filled in at bid solicitation*) Canadian Customs Documentation
C2610C (*date to be filled in at bid solicitation*) Customs Duties – Department of National Defence - Importer

8.4 Electronic Payment of Invoices – Contract

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).

9. Invoicing Instructions

9.1 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.

9.2 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 emailed to the Contracting Authority and (1) copy must be emailed to the _____ (*to be added at bid solicitation*) 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.

10. Certifications and Additional Information

10.1 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.

10.2 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.

11. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*To be filled in at Contract Award*).

12. 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 Articles of Supply Arrangement FP920-170006/00X/PV (*date to be filled in at bid solicitation*);
- (c) the supplemental general conditions (*date to be filled in at bid solicitation*);
- (d) the general conditions 2010A (*date to be filled in at bid solicitation*);
- (e) Appendix A, Statement of Work or Requirement;
- (f) Appendix B, Basis of Payment;
- (g) Appendix C, Security Requirements Check List (*if applicable*);
- (h) the Contractor's bid dated _____. (*date to be filled in at contract award*)

13. Defence Contract (*if applicable*)

A9006C (*date to be added at contract award*) Defence Contract

14. SACC Manual Clauses (*Note to Bidders: These are sample clauses that may be used. This list is not exhaustive*)

G1005C (*date to be filled in at bid solicitation*) Insurance – No Specific Requirement
A9062C (*date to be filled in at bid solicitation*) Canadian Forces Site Regulations
A9068C (*date to be filled in at bid solicitation*) Government Site Regulations
B7500C (*date to be filled in at bid solicitation*) Excess Goods
A2000C (*date to be filled in at bid solicitation*) Foreign Nationals (Canadian Contractor)
A2001C (*date to be filled in at bid solicitation*) Foreign Nationals (Foreign Contractor)
D2000C (*date to be filled in at bid solicitation*) Marking
D2001C (*date to be filled in at bid solicitation*) Labeling
D5545C (*date to be filled in at bid solicitation*) ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)

15. Shipping Instructions – Delivery at Destination (*if applicable*)

15.1 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.

15.2 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 from Annex D)

STATEMENT OF WORK OR REQUIREMENT

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

Appendix B (to resulting contract from Annex D)

BASIS OF PAYMENT

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

Example of pricing tables in resulting solicitation and contract when purchasing the Autonomous Acoustic Recorders (Note: subject to modification based on the specific Client requirements):

Table 1: Deliverables

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

Example of pricing tables in resulting solicitation and contract when leasing the Autonomous Acoustic Recorders (Note: subject to modification based on the specific Client requirements)

Table 1 Deliverables

Item	Description	Quantity	Unit of Issue	Firm Fixed Unit Price	Firm Fixed Unit Rate	Extended Price (Quantity X Firm Unit Price OR Firm Fixed Unit Rate)
1	Lease of AARs (for 3 months)	3	Each	\$	\$ N/A	
2	Boat Charter (1 day)	2	Each	\$N/A	\$	
3	AAR Lease Accessory Package (e.g. Mooring, Command Unit, and Beacon rentals, etc.)	3	Each	\$	\$N/A	
Etc.				\$	\$	
						Sum of Items 1,2 and 3 less discount

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Appendix C (to resulting contract from Annex D)
SECURITY REQUIREMENTS CHECKLIST

(Note: A placeholder if there is security on the individual requirement, otherwise will be deleted)

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Form A- Mandatory and Point Rated (if applicable) technical criteria bid reference

(for resulting contract from Annex D)

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

In their proposals, bidders must demonstrate they meet the following mandatory criteria described in the table below. Failure to meet any of the mandatory criteria will render the bid non-compliant and it will be given no further consideration. Per Article 3.1 Bidders are requested to indicate where they address each mandatory technical criteria by using page, paragraph(s) & sub-paragraphs as applicable to their supporting technical bid.

No.	Description of Mandatory Additional Specifications	<i>Page number of the reference in your Technical Bid</i>
1		
2		
3		
4		
No.	Description of Point Rated Additional Specifications	<i>Page number of the reference in your Technical Bid</i>
1		
2		

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ANNEX E - REQUEST FOR QUOTATION

DATE OF REQUEST : _____ (*To be filled in by user*)

TO: _____ (*Name of SA holder to be filled in by user*)

REQUESTED BY: _____ (*Department Name to be filled in by user*)

OPTIONAL TECHNICAL CRITERIA: ("*Selected*" column to be filled in by user):

No.	Optional Technical Criteria	Selected
O1	The AAR 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 AAR self-noise).	
O2	The AAR 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 AAR 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 AAR 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 AAR 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 AAR has the capacity to monitor the ambient temperature and depth.	
O7	The AAR has the possibility for easy programmable on-board processing.	
O8	The AAR has the capacity to be precisely synchronized with other AARs when deployed to operate in a network.	
O9	The AAR is suitable for deployment at water depths of 500 m or more.	
O10	The AAR is powered on batteries that do not need special transport permits.	
O11	The AAR data is easily downloadable without opening the instrument.	
O12	The Supplier is able to lease the AAR.	
O13	The Supplier is able to deploy, recover and service the AAR.	
O14	The Supplier is able to offer or subcontract accessory equipment for the AAR (e.g. weights, acoustic releases, frames, floatation).	
O15	The Supplier is able to design, engineer and construct an AAR 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 AAR to the coast in real-time.	
O17	The Supplier's engineer(s) or technician(s) are able to customize the AARs (for example: AAR 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 AAR 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 AAR should they sustain any damage.	
O20	The Supplier is able to demonstrate that they follow a quality control process, such as ISO 9001, for the manufacture of the AAR system.	

PRICING TABLES for requirements to be delivered DDP Incoterms 2010, including support, maintenance, and warranty found in General Condition 2010A and Supplemental General Conditions 4001 and 4004 (*Columns A-B are to be filled in by the user, Columns D-E are to be filled in by the SA holder*):

A: Estimated Delivery Date	B: Delivery location	B: Quantity	C: Unit of Issue	D: Firm Unit Price	E: Extended Price (Number of Units X Firm Unit Price)
			Each	\$	
			Each	\$	
Total					

DATE AND SIGNATURE OF SUPPLY HOLDER REPRESENTATIVE: _____ (*to be filled in by SA holder*)

Form 1 (for the resulting Supply Arrangement)

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.	Comments
M1	The AAR must have the capability for different sampling schemes over time, (e.g., multichannel, delayed start, frequency bands per channel, gains, frequency filters).			
M2	The AAR 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 AAR 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 AAR noise sensitivity (due to structural vibrations and flow) must be low.			
M5	The AAR must resist corrosion due to long-term deployments in seawater.			
M6	The AAR must be suitable for a minimum water depth of 50 m.			

Form 2 (for the resulting Supply Arrangement)

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.

Bidders must attach the table below to their bid, indicating that it meets the optional 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.	Optional Technical Criteria	Meets / Doesn't meet criteria	Bid page no.	Comments
O1	The AAR 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 AAR self-noise).			
O2	The AAR 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 AAR 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 AAR 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 AAR 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 AAR has the capacity to monitor the ambient temperature and depth.			
O7	The AAR has the possibility for easy programmable on-board processing.			
O8	The AAR has the capacity to be precisely synchronized with other AARs when deployed to operate in a network.			
O9	The AAR is suitable for deployment at water depths of 500 m or more.			
O10	The AAR is powered on batteries that do not need special transport permits.			
O11	The AAR data is easily downloadable without opening the instrument.			
O12	The Supplier is able to lease the AAR.			

O13	The Supplier is able to deploy, recover and service the AAR.			
O14	The Supplier is able to offer or subcontract accessory equipment for the AAR (e.g. weights, acoustic releases, frames, floatation).			
O15	The Supplier is able to design, engineer and construct an AAR 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 AAR to the coast in real-time.			
O17	The Supplier's engineer(s) or technician(s) are able to customize the AARs (for example: AAR 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 AAR 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 AAR should they sustain any damage.			
O20	The Supplier is able to demonstrate that they follow a quality control process, such as ISO 9001, for the manufacture of the AAR system.			

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Form 3 (for the resulting Supply Arrangement)

COMPLETE LIST OF DIRECTORS
(To be filed in by Bidders)

Name	Position
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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Form 4 (for the resulting Supply Arrangement)

ELECTRONIC PAYMENT INSTRUMENTS

(To be filed in by Bidders)

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)
- Large Value Transfer System (LVTS) (Over \$25M)

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Form 5 (for the resulting Supply Arrangement)

SUPPLIER'S LIST OF PRODUCTS
(To be filed in by Bidders)

Product Name	Description/Purpose	Model/Part Number	Name of Manufacturer