



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

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

**REQUEST FOR 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

Scientific, Medical and Photographic Division / Division de
l'équipement scientifique, des produits photographiques et
pharmaceutiques
L'Esplanade Laurier
140 O'Connor Street,
East Tower, 7th Floor
Ottawa
Ontario
K1A 0S5

Title - Sujet Ethernet Radios Zumlink Z9-PE2 or equivalent	
Solicitation No. - N° de l'invitation 23240-210462/A	Date 2020-12-07
Client Reference No. - N° de référence du client 23240-210462	
GETS Reference No. - N° de référence de SEAG PW-\$\$PV-883-79416	
File No. - N° de dossier pv883.23240-210462	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2021-12-22 Heure Normale du l'Est HNE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Gillis, Johnathon	Buyer Id - Id de l'acheteur pv883
Telephone No. - N° de téléphone (343) 572-1201 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein – Voir ci-inclus	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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PART 1 - GENERAL INFORMATION

1.1 Statement of Work

The requirement is detailed under Annex A.

1.2 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.

1.3 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](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

2.1.1 SACC Manual Clauses

SACC Manual clause [B1000T](#) (2014-06-26) Condition of Material

2.2 Submission of Bids

Bids must be submitted electronically either through epost connect or Facsimile to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit, as specified below, by the date, and time indicated on page 1 of the bid solicitation.

PWGSC Bid Receiving Unit

Facsimile number: (819) 997-9776

epost Connect: tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to the above email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

No bid shall be sent directly to the PWGSC Contracting Authority.

Due to the nature of the bid solicitation, hard copy bids (paper or soft copies on media) submitted to PWGSC will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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.

2.4 Applicable Laws

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

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.

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

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.

Due to the nature of the bid solicitation, hard copy bids (paper or soft copies on media) will not be accepted.

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

Canada requests that Bidders use a numbering system that corresponds to the bid solicitation.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

The technical bid consists of the following:

- (a) **Supporting Technical documentation:** Bidders must include technical brochures or technical data to demonstrate compliancy to the requirement as described in Annex "A".
- (b) **Description of the Bidder's Maintenance and Support Services:** Bidders should include a description of its warranty, maintenance and support services, which must be consistent with all the requirements described in Annex "A". At a minimum, Bidders should include the following:

- (i) Location of available service facilities (after sales service and repair). List the service facilities closest to the destination.
- (ii) Locations of available replacement parts from consumables to major components.
- (iii) Response time re: service calls, and escalation schedule, i.e. (how many days with no resolution to a problem until a more experienced person is called in, and from which location).

List the frequency of routine maintenance visits provided by a qualified service technician during the warranty period, if applicable and included in the price.

- 1) Fully completed and signed OEM Certification, as provided in **ATTACHMENT “2” to PART 5 OF THE BID SOLICITATION.**
- 2) If offering an equivalent product, products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
 - a. designates the brand name, model and/or part number of the substitute product;
 - b. states that the substitute product is fully interchangeable with the item specified;
 - c. provides complete specifications and descriptive literature for each substitute product;
 - d. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
 - e. Clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
- 3.) Products offered as equivalent in form, fit, function and quality will not be considered if:
 - a. the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
 - b. The substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
- 4.) In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

Section II: Financial Bid

- a) Pricing: Bidders must submit their financial bid in accordance with the Basis of Payment including Annex "B" – Basis of Payment. The financial bid will be evaluated in accordance with the Statement of Requirement Annex "A".
- b) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- c) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “1” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “1” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

SACC Manual clause [C3011T](#) (2013-11-06), Exchange Rate Fluctuation

3.1.3 SACC Manual Clauses

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

4.1.1.1 Mandatory Technical Evaluation Criteria

The Bidder must provide the completed and signed OEM Certification provided in **Attachment 2 to Part 5** to confirm that they are authorized to provide Freewave Technologies radios. If proposing an equivalent product, the Bidder must demonstrate that their proposed product is equivalent in form, fit and function.

4.1.2 Financial Evaluation

The financial evaluation will be conducted by calculating the Total Aggregated Bid Price in accordance with the pricing tables provided in Annex “B”.

Evaluation of Price - Bid

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP Ottawa, Ontario Incoterms® 2010, Canadian customs duties and excise taxes included.

Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another

date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

4.2 Basis of Selection

4.2.1 SACC Manual Clause [A0069T](#) (2007-05-25) - Basis of Selection

A bid must comply with all requirements of the bid solicitation 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.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the 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.

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23240-210462/A
Client Ref. No. - N° de réf. du client
23240-210462

Amd. No. - N° de la modif.
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pv883. 23240-210462

Buyer ID - Id de l'acheteur
pv883
CCC No./N° CCC - FMS No./N° VME

5.2.3.4 Product Conformance

The Bidder certifies that all goods proposed conform, and will continue to conform throughout the period of the contract, to the requirement detailed under Annex A.

Bidder's authorized representative signature

Date

5.2.3.5 OEM Certification

(i) Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware or equipment proposed as part of its bid is required to submit the OEM's certification regarding the Bidder's authority to provide and maintain the OEM's hardware or equipment, which must be signed by the OEM (not the Bidder). No Contract will be awarded to a Bidder who is not the OEM of the hardware or equipment it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Bidders are requested to use the OEM Certification Form included with the bid solicitation at Attachment 2 to Part 5 of the Bid Solicitation. Although all the contents of the OEM Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders/OEMs who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

(ii) If the hardware or equipment proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.

(iii) For the purposes of this bid solicitation, OEM means the manufacturer of the hardware or equipment, as evidenced by the name appearing on the hardware or equipment and on all accompanying documentation.

PART 6 - RESULTING CONTRACT CLAUSES

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Requirement

6.2.1 Requirement

The Contractor must provide the items detailed under the "Requirement" at Annex A.

6.2.2 Optional Requirement

- a) The Contractor grants to Canada the irrevocable option to acquire the goods, services or both as further described in Annex "A" under the same terms and conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.
- b) The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.
- c) **Option to Purchase Additional units:** The Contractor grants to Canada the irrevocable option to purchase additional units under the same terms and conditions and at the prices and/or rates stated in the Contract.

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.

6.3.1 General Conditions

[2010A](#) (2020-05-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.3.2 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.

6.3.2.1 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.

6.3.2.2 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.

6.3.2.3 Supplemental General Conditions

4001 (2015-04-01) - Hardware Purchase, Lease and Maintenance, apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

- (a) The period of the Contract is from date of Contract Awarded until one after the final deliverable has been delivered and accepted by Canada.
- (b) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

6.4.2 Delivery Date

The initial deliverables should be received on or before March 31st 2021.

Any optional deliveries, if purchased, must be delivered within 4-6 weeks of amendment date.

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 3 additional 1 year period(s) under the same terms and conditions. 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 before the expiry date of the contract by sending a written notice to the Contractor. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.4.4 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified below and in Annex "A" of the Contract.

Natural Resources Canada
2617 Anderson Road
Ottawa, ON K1A 0E7
CANADA

Solicitation No. - N° de l'invitation
23240-210462/A
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23240-210462

Amd. No. - N° de la modif.
File No. - N° du dossier
pv883. 23240-210462

Buyer ID - Id de l'acheteur
pv883
CCC No./N° CCC - FMS No./N° VME

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Johnathon Gillis
Title: Supply Specialist
Public Works and Government Services Canada
Commercial Consumer Products Directorate
140 O'Connor Street, 7th floor
L'Esplanade Laurier (LEL), East Tower
Ottawa, Ontario, K1A 0R5
Telephone: 343-572-1201
E-mail address: Johnathon.Gillis2@tpsgc-pwgsc.gc.ca

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

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

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

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
E-mail address: _____

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

6.5.3 Contractor's Accounts Payable Contact

Name:
Telephone:
E-mail address:

6.5.4 Contractor's Representative: *(To be completed by the bidder)*

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

General enquiries	Delivery Follow-up
Name:	Name:
Tel. No.	Tel. No.
E-mail address	E-mail address

6.6 Payment

6.6.1 Basis of Payment

Initial Requirement

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s), as specified in Annex "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.

Optional Requirements

For the option to purchase additional units if Canada exercises its option, Canada will pay the Contractor, a firm unit price(s), as specified in Table "2", Annex "B" – Basis of Payment. Customs duties are included, and Applicable Taxes are extra.

Canada will pay the Contractor upon completion and delivery of units 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 delivered has been accepted by Canada.
- d. 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.

6.6.2 Method of Payment

SACC Manual clause [C2000C](#) (2007-11-30) Taxes - Foreign-Based Contractor
SACC Manual clause [H1001C](#) (2008-05-12) Multiple Payment

6.6.3 Electronic Payment of Invoices – Contract

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);

6.7 Invoicing Instructions

6.7.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

6.7.2 Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- (c) Invoices and order confirmations can be sent via e-mail to:
- (d) 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.

6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.9 Applicable Laws

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

6.10 Priority of Documents

If there is a discrepancy between the wordings 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, Hardware Purchase, Lease and Maintenance;
- (c) the general conditions 2010A General Conditions - Goods (Medium Complexity);
- (d) Annex "A", Statement of Requirement;
- (e) Annex "B", Basis of Payments;
- (f) The Contractor's bid dated _____ (*insert date of bid*).

6.11 SACC Manual Clauses

SACC Manual clause [G1005C](#) (2016-01-28) Insurance
SACC Manual clause [B1501C](#) (2018-06-21) Electrical Equipment

6.12 Shipping Instructions

6.12.1 Shipping Instructions - Delivery at Destination

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

Delivered Duty Paid (DDP) Ottawa Ontario Incoterms® 2010 for shipments from a commercial contractor.

6.12.1.2 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.

6.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX A - STATEMENT OF REQUIREMENT

Natural Resources Canada (NRCan) has a requirement for Ethernet radios for data communications with seismic monitoring stations. NRCan is requesting a Freewave Technologies Zumlink Z9-PE2 or equivalent. The units must be compatible with NRCan's existing Freewave Technologies Zumlink Z9-PE2 Units. NRCan owns and operates (x50) Z9-PE2 devices. The devices are used to monitor potential natural hazards to help Canadians prepare to respond to disasters, and share information about the risks of natural processes or phenomena that may be a damaging event with Canadians. Through the Canadian Hazards Information Service (CHIS) NRCan provides hazard information and response to emergency situations involving earthquakes, tsunamis, volcanic eruptions, landslides, geomagnetic storms and radiological / nuclear incidents.

The contractor must provide the following Ethernet radios delivered to:

Natural Resources Canada
2617 Anderson Road
Ottawa, ON K1A 0E7
CANADA

Item no 1	Description	Requested Delivery date	Option Year 1 2021-2022	Option Year 2 2022-2023	Option Year 3 2023-2024
Manufacture	Freewave Technologies or equivalent	March 31 2021	March 31 2021-2022	March 31 2022-2023	March 31 2023-2024
Part Number:	Zumlink Z9-PE2** refer to table below for technical specifications**				
Unit of Issue	Each	Each	Each	Each	Each
Qty		30	20	20	20

Technical specifications - Zumlink Z9-PE2 or equivalent				
Transmitter	Descriptions			
Frequency Range	902 to 928 MHz			
Output Power	10 mW to 1 W			
Range	97 km (60 miles) with clear line of sight			
Channel Spacing	230.4, 345.6, 691.2, 1382.4, 1612.8 (Beta), & 3225.6 kHz			
RF Data Rate	115.2, 250, 500 kbps, 1, 1.5 (Beta), & 4 Mbps; user selectable			
Receiver				
IF Selectivity	> 40 dB			
System Gain	135 dB			
Sensitivity	RF Data Rates 115.2 kbps 250 kbps 500 kbps 1 Mbps 1.5 Mbps (Beta) 4 Mbps	Without FEC -105 dBm -102 dBm -99 dBm -95 dBm -90 dBm -83 dBm	With FEC -108 dBm -105 dBm -102 dBm -98 dBm -93 dBm -86 dBm	
Data Transmission	Frequency Hopping Spread Spectrum			
Modulation	2 level GFSK 4- and 8-ary FSK			
Link Throughput	Up to 1.6 Mbps; 4 Mbps with Compression			
Error Detection	ARQ and CRC, retransmit on error, FEC			
Hopping Rates	400, 200, 100, 50, 25 ms			
Hopping Channels	Up to 110; RF Data Rate Dependent			
Hopping Patterns	Up to 16; RF Data Rate Dependent			

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Protocol	Adaptive Spectrum Learning			
User Interface Rates	Ethernet Rate: 10/100 Mbps Serial Rate: up to 250 kbps			
Advanced Features	Packet Compression and Aggregation			
Management	HTTP, SSH SNMPv1/v2c/v3, MIB-II, Enterprise MIB, Modbus			
Networking				
VLAN	802.1Q			
Serial	TCP server, Modbus/TCP, Modbus RTU, TCP client			
Traffic Filtering	Netmask filter, ARP filter			
Interfaces				
Data Connectors	Four RJ-45 (2 Ethernet, 2 Serial)			
USB Connectors	Micro USB Type A (Future Expansion)			
RF Connector	TNC			
Power Connectors	Phoenix Contact (#1776692			
Power Requirements				
Operating Voltage	+6 to +30 VDC			
Current Consumption	Voltage 12 VDC	Transmit 377 mA	Receive 159 mA	Idle 143 mA

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Operating Temperature	Z9-PE2: -40°C to +75°C (-40°F to +167°F)
Humidity	0 to 95% non-condensing
Dimensions	Z9-PE2: 191.00 L x 104.39 W x 41.91 H (mm) 7.52 L x 4.11 W x 1.65 H (in)
Weight	Z9-PE2: 750 g (1.7 lbs)
Reliability	MTBF 206,186
Safety	Class I, Division 2, Groups A-D
UL	UL Certified

Part 2.1 - MANDATORY TECHNICAL EVALUATION CRITERIA

The following requirements are the mandatory technical evaluation criteria which will be evaluated during the Bid Evaluation. In addition the Contractor will be required to meet all of the mandatory technical requirements for the duration of the Contract

Bidders are requested to cross reference the mandatory technical criteria in a concise format by using page, paragraph(s) & sub-paragraphs as applicable to their supporting technical documentation.

Equivalent Offers Criteria	REFERENCE TO SUBSTANTIATION IN THE TECHNICAL BID (To be completed by the bidder)
Brand name:	
Model and/or Part Number:	
The substitute must be fully interchangeable with existing equipment (i.e. Freewave Technologies Zumlink Z9-PE2 Freewave Technologies Zumlink Z9-PE2)	
The bidder must provide complete specifications and descriptive literature for each substitute product.	
The bidder must provide compliance statements including technical specifics showing the substitute product meets all mandatory performance criteria.	
The bidder clearly identifies areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.	

ANNEX B - BASIS OF PAYMENT

The Bidder must provide all of the pricing requested in the following Tables in accordance with **Article 6.6.1 - Basis of Payment.**

Table 1: Initial Requirement: (To be completed by the bidder)

Item	Description	Number of Units	Unit of Issue	Firm Unit Price	Extended Price
1	Freewave Technologies Part Number: Zumlink Z9-PE2	30	Each	\$	\$
	Evaluated Price				\$

Table 2: Optional Requirement: (To be completed by the bidder)

Item	Description	Number of Units	Unit of Issue	Firm Unit Price	Extended Price
1	Freewave Technologies Part Number: Zumlink Z9-PE2 March 2021-2022	20	Each	\$	\$
2	Freewave Technologies Part Number: Zumlink Z9-PE2 March 2022-2023	20	Each	\$	\$
3	Freewave Technologies Part Number: Zumlink Z9-PE2 March 2023-2024	20	Each	\$	\$
	Evaluated Price				\$

Table 3: Total Aggregated Bid Price: (To be completed by the bidder)

Item	Description	Evaluated Price
1	Table 1: Initial Requirement	= \$
2	Table 2: Optional Requirement	= \$
3	Total Aggregated Bid Price	= \$

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ANNEX "C"- COMPLETE LIST OF DIRECTORS
(As per Standard Instructions, Clauses and Conditions Part 2)

(To be completed by the bidder)

Name	Position

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ATTACHMENT "1" to PART 3 OF THE BID SOLICITATION

(To be completed by the bidder)

ELECTRONIC PAYMENT INSTRUMENTS

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);

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ATTACHMENT "2" to PART 5 OF THE BID SOLICITATION

(To be completed by the bidder)

OEM Certification

OEM Certification Form	
This confirms that the original equipment manufacturer (OEM) identified below has authorized the Bidder named below to provide and maintain its products under any contract resulting from the bid solicitation identified below.	
Name of OEM	_____
Signature of authorized signatory of OEM	_____
Print Name of authorized signatory of OEM	_____
Print Title of authorized signatory of OEM	_____
Address for authorized signatory of OEM	_____
Telephone no. for authorized signatory of OEM	_____
Fax no. for authorized signatory of OEM	_____
Date signed	_____
Solicitation Number	_____
Name of Bidder	_____