



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Réception des soumissions - TPSGC / Bid Receiving  
- PWGSC

Voir dans le document/  
See herein

NA

Quebec

NA

**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**

<b>Title - Sujet</b> UHF Radio Modems	
<b>Solicitation No. - N° de l'invitation</b> F3712-200071/A	<b>Date</b> 2021-02-19
<b>Client Reference No. - N° de référence du client</b> F3712-200071	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$QCV-023-18104	
<b>File No. - N° de dossier</b> QCV-0-43164 (023)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Standard Time EST <b>on - le 2021-03-12</b> Heure Normale du l'Est HNE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Tremblay, Marial	<b>Buyer Id - Id de l'acheteur</b> qcv023
<b>Telephone No. - N° de téléphone</b> (581) 309-8387 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Pêches et Océans Canada / Fisheries and Oceans Canada Service Hydrographique du Canada 850, route de la Mer Mont-Joli (Québec) G5H 3Z4	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

TPSGC/PWGSC  
1550 Avenue d'Estimauville  
Québec  
Québec  
G1J 0C7

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

**“ UHF RADIO MODEMS ”**

**FISHERIES AND OCEANS CANADA**

**CANADIAN HYDROGRAPHIC SERVICE’S (CHS)**

**TIDAL STATIONS IN THE QUEBEC REGION**

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

The requirement is detailed under Article 6.1 of the resulting contract clauses.

### **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 Trade Agreements**

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

### **1.4 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.

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## 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> ) 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.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25>

### 2.2 Submission of Bids

1. Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by using the epost Connect service provided by Canada Post Corporation ([https://www.canadapost.ca/web/en/products/details.page?article=epost\\_connect\\_send\\_a](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a) ) by the date and time indicated in the bid solicitation.

#### **PWGSC Quebec Region Bid Receiving Unit**

Only bids submitted using epost Connect service will be accepted. The Bidder must send an email requesting to open an epost Connect conversation to the following address:

[TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca)

**NOTE THAT YOU MUST NOT SEND YOUR BIDS DIRECTLY TO THIS EMAIL ADDRESS, BUT PROCEED THROUGH CANADA POST EPOST CONNECT SERVICE. REFER TO THE 2003 STANDARD INSTRUCTIONS (2020-05-28).**

- For further information, Bidders should consult the following Web site that demonstrates the steps to follow for the Bid Submission to Bid Receiving Unit using epost Connect:  
<https://buyandsell.gc.ca/steps-to-follow-for-the-bid-submission-to-bid-receiving-unit-bru-using-epost-connect>
2. Due to the ongoing and evolving COVID-19 outbreak, suppliers must submit bids electronically using the Canada Post epost Connect application. This service allows suppliers to submit bids, offers and arrangements electronically to PWGSC Bid Receiving Units. Instructions for using E-Post are included in this solicitation. It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the solicitation closing date.
  3. Submissions received in hard copy by mail, in person or by fax will not be accepted.

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### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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 Quebec, Canada.

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.

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## 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 Submit the Bid**

Bidder must submit its bid electronically, 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

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

### **3.2 Format Instruction for the Preparation of the Bid**

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

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

#### **3.2.1 Section I: Technical Bid**

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

#### **3.2.2 Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

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### **3.2.2.1 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete [Annex E - Electronic Payment Instruments](#), to identify which ones are accepted.

If [Annex E - 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.

### **3.2.3 Section III: Certifications**

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

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## 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 Criteria

Mandatory Technical Criteria are included in Annex D.

#### 4.1.2 Financial Evaluation

1. Bidders must submit firm prices, customs duties and excise taxes included, and Applicable Taxes excluded.
2. 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.
3. Bidders must provide prices Delivered Duty Paid (DDP) **Fisheries and Oceans Canada, Canadian Hydrographic Service, 850, route de la Mer, Mont-Joli, Quebec, G5H 3Z4, Canada**, Incoterms 2010 for shipments from a commercial contractor. Bids will be assessed on a DDP basis.

### 4.2 Basis of Selection - Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory criteria to be declared responsive. The responsive bid with the lowest evaluated price **(the evaluated price will be equal to the sum of the two sections C.1.1 + C.1.2 of Annex C, as added in section C.2)** will be recommended for award of a contract.

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## **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 website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to Contract Award and Additional Information**

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

#### **5.2.1 Integrity Provisions - Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the Ineligibility and Suspension Policy (<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.

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### 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 website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

### 5.2.3 OEM Certification

- (a) Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware proposed as part of its bid is required to submit the OEM's certification (**Annex F**) regarding the Bidder's authority to provide and maintain the OEM's hardware, 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 it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Bidders are requested to use the OEM Certification Form (**Annex F**) included with 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.
- (b) If the hardware proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.
- (c) For the purposes of this bid solicitation, OEM means the manufacturer of the hardware, as evidenced by the name appearing on the hardware and on all accompanying documentation.

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## **PART 6 - RESULTING CONTRACT CLAUSES**

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

Notice: Numbering will be revised at contract award

### **6.1 Requirement**

The Contractor must provide UHF radio modems, in accordance with the Requirement at Annex A.

#### **6.1.1 Optional Goods**

The Contractor grants to Canada the irrevocable option to acquire the goods described at section c.2 of Annex C of the Contract under the same 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.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

### **6.2 Standard Clauses and Conditions**

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

#### **6.2.1 General Conditions**

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

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010A/19>

#### **6.2.2 Supplemental General Conditions**

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

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4001/6>

## 6.3 Term of Contract

### 6.3.1 Period of the Contract

The period of the Contract is from date of Contract until December 31, 2021.

### 6.3.2 Delivery Periods

#### 6.3.2.1 Delivery Period - Contract

All deliverables of [section C.1.1 of Annex C](#) must be received within a period of fifty (50) calendar days after the contract is awarded.

#### 6.3.2.2 Delivery Period - Option

All deliverables of [section C.1.2 of Annex C](#) must be received within a period of fifty (50) calendar days after receipt of an amendment to the contract to exercise the option on the optional goods.

### 6.3.3 Liquidated Damages

1. If the Contractor fails to deliver the goods and perform the services within the time specified in the Contract, the Contractor agrees to pay to Canada liquidated damages in the amount of \$300.<sup>00</sup> for each calendar day of delay. The total amount of the liquidated damages must not exceed 10 percent of the contract price.
2. Canada and the Contractor agree that the amount stated above is their best pre-estimate of the loss to Canada in the event of such a failure, and that it is not intended to be, nor is it to be interpreted as, a penalty.
3. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any liquidated damages owing and unpaid under this section.
4. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.

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## 6.4 Authorities

### 6.4.1 Contracting Authority - PSPC

The Contracting Authority for the Contract is:

Name: Marial Tremblay  
Title: Supply specialist  
Organization: Public Services and procurement Canada (PSPC)  
Telephone: 581-309-8397  
E-mail address: [Marial.Tremblay@pwgsc.gc.ca](mailto:Marial.Tremblay@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.

### 6.4.2 Authorities - CHS

#### 6.4.2.1 Administrative Authority – CHS

For all information related to invoicing and/or payments you may communicate with:

(to be completed at contract award by PSPC)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: Canadian Hydrographic Service (CHS)  
Telephone No.: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**6.4.2.2 Technical Authority – CHS**

The Technical Authority for the Contract is:

(to be completed at contract award by PSPC)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: Canadian Hydrographic Service (CHS)

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

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 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.

**6.4.3 Contractor's Representatives**

Name and telephone number of the person responsible for :

(a) Contract Manager:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

(b) Delivery:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

## 6.5 Payment

### 6.5.1 Basis of Payment – Firm Unit and Lot Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm unit and lot prices, as specified in [Annex C](#) for a cost of \$\_\_\_\_\_ (to be completed at contract award by PSPC). Customs duties are included, and Applicable Taxes are extra.

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

### 6.5.2 SACC Manual Clauses

Number	Date	Title
C2000C	2007-11-30	Taxes - Foreign-based Contractor <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C2000C/1">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C2000C/1</a>
H1001C	2008-05-12	Multiple Payments <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/H/H1001C/2">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/H/H1001C/2</a>

## 6.6 Electronic Payment of Invoices – Contract

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

(to be completed at contract award by PSPC).

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI).

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## 6.7 Invoicing Instructions

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.
2. Invoices must be distributed as follows:
  - a. one (1) copy by email to [DFO.invoicing-facturation.MPO@canada.ca](mailto:DFO.invoicing-facturation.MPO@canada.ca), addressed to: \_\_\_\_\_ (to be completed at contract award by PSPC); for certification and payment; and
  - b. one (1) copy by email to [Marial.Tremblay@pwgsc.gc.ca](mailto:Marial.Tremblay@pwgsc.gc.ca) for audit.

## 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 Quebec, Canada.

## 6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4001 (2015-04-01), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance;
- (c) the general conditions 2010A (2020-05-28), General Conditions - Goods (Medium Complexity);
- (d) Annex A, Requirement;
- (e) Annex B, Minimum Performance Characteristics of Equipment;
- (f) Annex C, Basis of Payment; and
- (g) the Contractor's bid dated \_\_\_\_\_ (to be completed at contract award by PSPC).

## 6.11 SACC Manual Clauses

Number	Date	Title
B1501C	2018-06-21	Electrical equipment <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/B/B1501C/2">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/B/B1501C/2</a>
G1005C	2016-01-28	Insurance - No Specific Requirement <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/G/G1005C/3">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/G/G1005C/3</a>

## 6.12 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and Delivered Duty Paid (DDP):

Fisheries and Oceans Canada  
Canadian Hydrographic Service  
850, route de la Mer  
Mont-Joli, Quebec, G5H 3Z4, Canada

Attention of : \_\_\_\_\_

Incoterms 2010 for shipments from a commercial contractor.

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### 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" (<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/contract-management/dispute-resolution> ).

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## **ANNEX A - REQUIREMENT**

### **A.1 Object**

One of the goals of the Ocean Protection Plan (OPP) is to modernize and standardize the aids to navigation on the St. Lawrence River. Fisheries and Oceans Canada, the Canadian Hydrographic Service's (CHS), wishes to acquire 24 UHF radio modems with 6 other in option to purchase.

Under the OPP, UHF radio modems will be used as communication equipment at the CHS tidal stations in the Quebec Region. These tidal stations, along with equipment and procedures, are necessary for safe navigation and are considered part of Canada's essential navigation services. The current radios have been used for over 20 years. There are not enough radios in the current inventory to replace the defective radios.

The requirement consists only the supply of UHF radio modems.

### **A.2 Technical Requirements**

The products must meet all of the minimum performance characteristics of equipment described in Annex B.

### **A.3 Deliverables**

Deliverables are described in Annex C.

## ANNEX B - MINIMUM PERFORMANCE CHARACTERISTICS OF EQUIPMENT

The minimum performance characteristics of equipment listed in this annex are, first and foremost, the minimum requirements and do not constitute an exhaustive list.

Any characteristics of equipment required for operation of the equipment and not described in this annex are an integral part of the equipment and their cost is included in the contract value.

Table of Annex B - Minimum Performance Characteristics of Equipment	
➤ UHF Radio Modem:	
1	The UHF radio modem model must support PPT (push-to-transmit) without requiring an external signal to enable transmission;
2	The UHF radio modem model must have at least six communication channels;
3	The UHF radio modem model must be able to store and transmit data so that we can daisy chain it at strategic locations or use a nearby site as a back-up link. The radio model must be able to be used as a repeater;
4	The UHF radio modem model must have a high data encryption capacity to secure data. This feature prevents any external intervention in our transmitted data. The transmission is therefore secure;
5	The UHF radio modem model must be compatible with older systems (RS-232, DB-9) and newer systems (RS-485, 3 wire) either as originally produced or through an add-on available from the manufacturer;
6	The UHF radio modem must be able to listen for any transmissions before sending a message to avoid collisions;
7	The UHF radio modem must include receiver filtering functions that prevent receiving radios from receiving messages that are not intended for them and thus avoid noise pollution from neighbouring frequencies and interfering devices;
8	The UHF radio modem, over all, must measure no more than 101 mm (4 inches) wide by 178 mm (7.5 inches) length and 25 mm (1 inch) height;
9	The UHF radio modem model's power must be adjustable, as a minimum, on the following range: between 0.5 w and 5 w;
10	The UHF radio modem model must be USB compatible and must not require the use of a serial adaptor;

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Table of Annex B - Minimum Performance Characteristics of Equipment	
➤ UHF Radio Modem:	
11	The speed of transmission must be adjustable, as a minimum, on the following range: between 2,400 bps and 19,200 bps;
12	The UHF radio modem model must be able to receive power, as a minimum, on the following range: between 9V DC and 15V DC;
13	The serial port must be programmable to allow communication speeds, as a minimum, on the following range: 1,200–115,200 bps;
14	The operating temperature must be, as a minimum, on the following range: from -30°C and 60°C;
15	The RF antenna connector must be a BNC female connector;
16	The UHF radio modem model must be able to communicate and transmit using the following settings: 9600/8-N-1;
17	The frequency must be adjustable, as a minimum, on the following range: between 400 MHz and 434 MHz.

**ANNEX C - BASIS OF PAYMENT****C.1 Pricing**

Before submitting prices, please refer to clause **6.5 Payment** where it is mentioned, inter alia, that applicable taxes are not included in the prices.

**C.1.1 Pricing - Contract**

Please indicate the brand name and model of the products offered and complete the two last columns of the following table:

Item	Description	Qty	Unit	Firm Unit / Lot Price	Total Price
1	UHF Radio Modem <ul style="list-style-type: none"> <li>• Brand Name Offered: _____</li> <li>• Model Offered: _____</li> <li>• As per the minimum performance characteristics of equipment listed in Annex B.</li> </ul>	24	Each	\$	\$
2	Delivery of all items <ul style="list-style-type: none"> <li>• Goods delivered to the destination indicated in clause <b>6.12 Shipping Instructions - Delivery at Destination</b>.</li> </ul>	1	lot	\$	\$
C.1.1 Contract Value:					\$

**C.1.2 Pricing – Optional Goods**

- (a) The price submitted for Optional Goods must remain valid for the contract period.
- (b) Refer to clause **6.1.1 Optional Goods** of this document prior to submitting your price.
- (c) Please complete the two last columns of the following table:

Item	Description	Qty	Unit	Firm Unit / Lot Price	Total Price
1	UHF Radio Modem <ul style="list-style-type: none"> <li>• Brand Name Offered: as per C.1.1</li> <li>• Model Offered: as per C.1.1</li> <li>• As per the minimum performance characteristics of equipment listed in Annex B.</li> </ul>	6	Each	\$	\$
2	Delivery of all items <ul style="list-style-type: none"> <li>• Goods delivered to the destination indicated in clause <b>6.12 Shipping Instructions - Delivery at Destination</b>.</li> </ul>	1	lot	\$	\$
C.1.2 Optional Goods Value:					\$

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## C.2 Evaluated Price of the Bid

For evaluation purpose only, the evaluated price of each bid will be equal to the sum of the two sections C.1.1 + C.1.2 of this annex as follows:

Section	Title	Value
C.1.1	Contract Value:	\$
C.1.2	Optional Goods Value:	\$
	Evaluated Price*:	\$

\*Bidders are encouraged to complete the table above to determine the evaluated price of their bid.

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## ANNEX D - MANDATORY TECHNICAL CRITERIA

The bid must meet the mandatory technical criteria specified in this annex. Bidders must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

### D.1 Mandatory Technical Criterion # 1 - Minimum Performance Characteristics of Equipment

Bidders must propose products meeting all minimum performance characteristics of equipment required in Annex B.

1. At the bid closing date, the offered products will be evaluated on the minimum performance characteristics of equipment listed in the table of this annex.
  - a) For some of the characteristics to evaluate, we ask Bidders to specify if the performance characteristics of their offered product are compliant or non-compliant.
  - b) For all other characteristics, we require that Bidders provide a proof of compliance. On these characteristics, simply stating that the offered product complies or that it meets the minimum performance characteristics of equipment is not enough.

To demonstrate that their products meet all the minimum performance characteristics of equipment, Bidders must submit bid, proofs of compliance:

- Proof of compliance is defined as a document, such as a brochure and/or technical literature and/or a user manual, and/or a drawing, and/or a blueprint, and/or a third party test report provided by a nationally and/or internationally recognized testing facility and/or a report generated by a nationally and/or internationally recognized third party software.

The proofs of compliance must provide sufficient detail and explanation to allow evaluation and demonstrate that the minimum performance characteristics of equipment are met.

2. Bidders should complete the last column of the table of this annex according to the Instructions to Bidders listed in the table. When proofs of compliance are required, Bidders should indicate where in the bid the reference material can be found, including the title of the technical documents, as well as the page numbers.

3. If the table in this annex is not completed by the Bidders, the bid evaluation team will use the technical documents attached to their bid to evaluate their products offered.

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

Table of Annex D – Mandatory Technical Criteria			
Bidders must propose products meeting all minimum performance characteristics of equipment required in Annex B and reproduced word for word hereafter: ↓		To be completed by Bidders	
		Information about the product offered: ↓	
		Instructions to Bidders for each of the characteristics of the product offered:	Title and page of the technical documents:
➤ UHF Radio Modem:			
1	The UHF radio modem model must support PPT (push-to-transmit) without requiring an external signal to enable transmission;	Please specify if compliant or non-compliant; if non-compliant, specify on what?	YES ___ compliant NON ___ compliant
2	The UHF radio modem model must have at least six communication channels;	Provide <u>proof of compliance</u> as required in mandatory technical criterion D.1	Title: _____ Page: _____
3	The UHF radio modem model must be able to store and transmit data so that we can daisy chain it at strategic locations or use a nearby site as a back-up link. The radio model must be able to be used as a repeater;	Provide <u>proof of compliance</u> as required in mandatory technical criterion D.1	Title: _____ Page: _____
4	The UHF radio modem model must have a high data encryption capacity to secure data. This feature prevents any external intervention in our transmitted data. The transmission is therefore secure;	Provide <u>proof of compliance</u> as required in mandatory technical criterion D.1	Title: _____ Page: _____
5	The UHF radio modem model must be compatible with older systems (RS-232, DB-9) and newer systems (RS-485, 3 wire) either as originally produced or through an add-on available from the manufacturer;	Provide <u>proof of compliance</u> as required in mandatory technical criterion D.1	Title: _____ Page: _____
6	The UHF radio modem must be able to listen for any transmissions before sending a message to avoid collisions;	Provide <u>proof of compliance</u> as required in mandatory technical criterion D.1	Title: _____ Page: _____

## Table of Annex D – Mandatory Technical Criteria

Table of Annex D – Mandatory Technical Criteria			
		To be completed by Bidders	
		Information about the product offered: ↓	
Bidders must propose products meeting all minimum performance characteristics of equipment required in Annex B and reproduced word for word hereafter: ↓		Instructions to Bidders for each of the characteristics of the product offered:	Title and page of the technical documents:
➤ UHF Radio Modem:			
7	The UHF radio modem must include receiver filtering functions that prevent receiving radios from receiving messages that are not intended for them and thus avoid noise pollution from neighbouring frequencies and interfering devices;	Provide <u>proof of compliance</u> as required in mandatory technical criterion D.1	Title: _____ Page: _____
8	The UHF radio modem, over all, must measure no more than 101 mm (4 inches) wide by 178 mm (7.5 inches) length and 25 mm (1 inch) height;	Provide <u>proof of compliance</u> as required in mandatory technical criterion D.1	Title: _____ Page: _____
9	The UHF radio modem model's power must be adjustable, as a minimum, on the following range: between 0.5 w and 5 w;	Please specify if compliant or non-compliant; if non-compliant, specify on what?	YES ___ compliant NON ___ compliant
10	The UHF radio modem model must be USB compatible and must not require the use of a serial adaptor;	Please specify if compliant or non-compliant; if non-compliant, specify on what?	YES ___ compliant NON ___ compliant
11	The speed of transmission must be adjustable, as a minimum, on the following range: between 2,400 bps and 19,200 bps;	Please specify if compliant or non-compliant; if non-compliant, specify on what?	YES ___ compliant NON ___ compliant
12	The UHF radio modem model must be able to receive power, as a minimum, on the following range: between 9V DC and 15V DC;	Please specify if compliant or non-compliant; if non-compliant, specify on what?	YES ___ compliant NON ___ compliant
13	The serial port must be programmable to allow communication speeds, as a minimum, on the following range: between 1,200 and 115,200 bps;	Please specify if compliant or non-compliant; if non-compliant, specify on what?	YES ___ compliant NON ___ compliant
14	The operating temperature must be, as a minimum, on the following range: from -30°C and 60°C;	Please specify if compliant or non-compliant; if non-compliant, specify on what?	YES ___ compliant NON ___ compliant

## Table of Annex D – Mandatory Technical Criteria

Table of Annex D – Mandatory Technical Criteria			
		To be completed by Bidders	
		Information about the product offered: ↓	
Bidders must propose products meeting all minimum performance characteristics of equipment required in Annex B and reproduced word for word hereafter: ↓		Instructions to Bidders for each of the characteristics of the product offered:	Title and page of the technical documents:
➤ UHF Radio Modem:			
15	The RF antenna connector must be a BNC female connector;	Please specify if compliant or non-compliant; if non-compliant, specify on what?	YES ___ compliant NON ___ compliant
16	The UHF radio modem model must be able to communicate and transmit using the following settings: 9600/8-N-1;	Please specify if compliant or non-compliant; if non-compliant, specify on what?	YES ___ compliant NON ___ compliant
17	The frequency must be adjustable, as a minimum, on the following range: between 400 MHz and 434 MHz.	Please specify if compliant or non-compliant; if non-compliant, specify on what?	YES ___ compliant NON ___ compliant

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## **ANNEX E - 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).

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**ANNEX F - ORIGINAL EQUIPMENT MANUFACTURER (OEM) CERTIFICATION FORM**

<b>Original Equipment Manufacturer (OEM) Certification Form</b>	
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:	

## ANNEX G - PRESENTATION OF YOUR BID

### G.1 Check List

Below is a checklist of the contents of your bid. This list is not an exhaustive list; it remains the Bidder's responsibility to prepare its bid in accordance with the instructions contained in the Request For Proposal (RFP) and provide a comprehensible and sufficiently detailed bid, including all requested pricing details that will permit a complete evaluation in accordance with the criteria set out in the RFP.

Table of Annex G - Presentation of Your Bid	
Pagination of <u>Document 1 of 2</u> (document of only 1 page)	
Page 1	Bidders should include with their bid, <b>the first sheet</b> of this RFP properly completed and signed. Refer to 2003 Standard Instructions mentioned in clause <b>2.1 Standard Instructions, Clauses and Conditions</b> .
Pagination of <u>Document 2 of 2</u> (document of 34 pages)	
Page 5	Bidders must submit their bid in accordance with the instructions indicated in clause <b>2.2 Submission of Bids</b> .
Page 10	Bidders must pay attention on how bids will be evaluated and the winning bid selected. Refer to <b>Part 4 - Evaluation Procedures and Basis of Selection</b>
Page 11	<u>Applicable only if an offence has been committed</u> Bidders must provide with their bid the required documentation as indicated Clause <b>5.1.1 Integrity Provisions - Declaration of Convicted Offences</b> .
Page 11	Bidders must provide with their bid or promptly thereafter a <b>list of names</b> as indicated in clause <b>5.2.1 Integrity Provisions - Required Documentation</b> . <ul style="list-style-type: none"> <li>➤ Please refer to section "<b>17. Information to be provided when bidding, contracting or entering into a real property agreement</b>" of the following Web site:  <a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html">http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</a></li> </ul>

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Table of Annex G - Presentation of Your Bid	
Pages 12 and 32	Bidders must read Certification <b>5.2.3 OEM Certification</b> and should include with their bid, <b>Annex F - Original Equipment Manufacturer (OEM) Certification Form</b> duly completed.
Page 16	Bidders should submit with their bid, clause <b>6.4.3 Contractor's Representatives</b> duly completed.
Pages 24 to 26	Bidders must include with their bid, <b>Annex C - Basis of Payment</b> duly completed.
Pages 27 to 30	Bidders must include with their bid, the necessary documentation to support compliance with the mandatory technical criteria and should include with their bid, <b>Annex D - Mandatory Technical Criteria</b> duly completed.
Page 31	Bidders should submit with their bid, <b>Annex E - Electronic Payment Instruments</b> duly completed.