



**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**

<b>Title - Sujet</b> Handhled Frequency Counter Kit	
<b>Solicitation No. - N° de l'invitation</b> UT255-211792/A	<b>Date</b> 2021-12-21
<b>Client Reference No. - N° de référence du client</b> UT255-211792	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HN-477-80782	
<b>File No. - N° de dossier</b> hn477.UT255-211792	<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 2022-01-20</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> Lahaie, Sasha	<b>Buyer Id - Id de l'acheteur</b> hn477
<b>Telephone No. - N° de téléphone</b> (613) 293-3296 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**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**

Electrical & Electronics Products Division  
L'Esplanade Laurier  
East Tower, 4th floor,  
Ottawa  
Ontario  
K1A 0S5

<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	<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>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement associated with the requirement.

### **1.2 Requirement**

The contractor must provide the goods and/or services in accordance with the technical requirements and in the quantities stated herein.

#### **1.2.1 Delivery Requirement**

Delivery is requested to be completed by March 31<sup>st</sup> 2022.

### **1.3 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.

### **1.4 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.

### **1.5 COVID-19 Vaccination requirement**

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

## 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 Reference	Section	Date
<a href="#">B1000T</a>	Condition of Material	2014-06-26

### 2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is: [tpsdc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsdc-pwgsc.gc.ca](mailto:tpsdc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsdc-pwgsc.gc.ca)

Note: Bids 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 [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Due to the nature of the bid solicitation, bids transmitted by facsimile 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 five (5) 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**

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. 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
- Section IV: Additional Information

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

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

##### **3.1.1 Equivalent Products**

1. 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 designates the brand name and model and/or part number and NCAGE of the substitute product;
2. 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.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to provide technical information demonstrating the equivalency (e.g. Drawing, specifications, engineering reports and/or test reports), or to demonstrate that the substitute product is equivalent to the item specified in the bid solicitation, at the sole cost of bidders, within ten (10) business days of the request. If the bidder fails to provide the requested information within the specified delay, Canada may declare the bid non-responsive.

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

Bidders must submit their financial bid in accordance with the Basis of Payment.

##### **3.1.2 Exchange Rate Fluctuation**

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

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UT255-211792/A  
Client Ref. No. - N° de réf. du client  
UT255-211792

Amd. No. - N° de la modif.  
File No. - N° du dossier  
hn477 UT255-211792

Buyer ID - Id de l'acheteur  
hn477  
CCC No./N° CCC - FMS No./N° VME

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### **Section III: Certifications**

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

### **Section IV: Additional Information**

#### **3.1.3 Delivery Offered**

While delivery is requested as indicated above, the best delivery that could be offered is \_\_\_\_\_.

#### **3.1.4 Contractor Representatives**

Name and telephone number of the person responsible for:

##### **General enquiries**

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

##### **Delivery follow-up**

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

## **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**

The following Mandatory requirements must be submitted with the bid for evaluation

- Technical compliance with all mandatory criteria as detailed in **Annex "B" – Mandatory Evaluation Criteria**

##### **4.1.2 Financial Evaluation**

The following Mandatory factors will be taken into consideration in the evaluation of each bid: Compliance with Pricing Basis;

The bid price will be determined by processing items in the line item detail section as follows

- a. Sum of all items total price (unit price x qty.);

##### **4.1.2.1 Pricing Basis**

The Bidder must submit firm unit prices in Canadian dollars, Applicable Taxes extra, DDP Delivered Duty (Ottawa, ON). Freight charges to destination and all applicable Custom duties and Excise taxes must be included.

### **4.2 Basis of Selection**

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

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Bid**

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

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

#### **5.1.2. COVID-19 vaccination requirement certification**

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached as Annex "C" to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

### **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.

**5.2.2 General Environmental Criteria Certification**

The Bidder must select and complete one of the following two certification statements.

- a) The Bidder certifies that the Bidder is registered or meets ISO 14001.

\_\_\_\_\_  
 Bidders' Authorized Representative Signature

\_\_\_\_\_  
 Date

or

- b) The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

<b>Green Practices within the Bidders' organization</b>	<b>Insert a checkmark for each criterion that is met</b>
Promotes a paperless environment through directives, procedures and/or programs	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

\_\_\_\_\_  
 Bidders' Authorized Representative Signature

\_\_\_\_\_  
 Date

### **5.2.3 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.

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

### 6.2 Requirement

The contractor must provide the goods and/or services in accordance with the technical requirements and in the quantities stated herein and at **Annex "A" Statement of Requirement**.

#### 6.2.1 SACC Manual Clauses

SACC Reference	Section	Date
<a href="#">B1501C</a>	Electrical Equipment	2018-06-21
<a href="#">B7500C</a>	Excess Goods	2006-06-16

### 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>) 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.

##### 6.3.1.1 [2010A](#) 32 Anti-forced Labour Requirements

1. The Contractor represents and warrants that the Work is not mined, manufactured or produced wholly or in part by forced labour. Regardless of who acts as an importer, the Contractor must not during the performance of the Contract, directly or indirectly, deliver Work to Canada or import Work into Canada the importation of which is prohibited pursuant to ss. 136(1) of the *Customs Tariff Act* and tariff item No. 9897.00.00 of the [Customs Tariff – Schedule](#) (as amended from time to time), because it is mined, manufactured or produced wholly or in part by forced labour.

2. If a tariff classification determination is made under the *Customs Act* that the importation of the Work, or any part of the Work, is prohibited, the Contractor must immediately inform the Contracting Authority in writing. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Work or any part of the Work is classified under tariff item no. 9897.00.00 of the *Customs Tariff – Schedule* as mined, manufactured or produced wholly or in part by forced labour. If the Contractor is aware that the Work, or any part of the Work, is being or has been investigated regarding whether it is prohibited from entry pursuant to tariff item No. 9897.00.00, the Contractor must immediately inform the Contracting Authority in writing of that investigation.
3. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if it has reasonable grounds to believe the Work was mined, manufactured or produced in whole or in part by forced labour or linked to human trafficking. Reasonable grounds for making such a determination may include:
  - a. Findings or Withhold Release Orders issued by the United States Customs and Border Protection, under the US *Trade Facilitation and Trade Enforcement Act* (TFTEA) of 2015; or
  - b. Credible evidence from a reliable source, including but not limited to non-governmental organizations.
4. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of any of the following offences under the *Criminal Code* or the *Immigration and Refugee Protection Act*:
  - Criminal Code*
    - i. section 279.01 (Trafficking in persons);
    - ii. section 279.011 (Trafficking of a person under the age of eighteen years);
    - iii. subsection 279.02(1) (Material benefit - trafficking);
    - iv. subsection 279.02(2) (Material benefit - trafficking of person under 18 years);
    - v. subsection 279.03(1) (Withholding or destroying documents - trafficking);
    - vi. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years); or
  - Immigration and Refugee Protection Act*
    - vii. section 118 (Trafficking in persons).
5. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada's opinion, is similar to any of the offences identified in paragraphs 4(i) to (vii).

6. For purposes of determining whether a foreign offence is similar to a listed offence, PWGSC will take into account the following factors:
  - i. in the case of a conviction, whether the court acted within its jurisdiction;
  - ii. whether the supplier was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction;
  - iii. whether the court's decision was obtained by fraud; or
  - iv. whether the supplier was entitled to present to the court every defence that the supplier would have been entitled to present had the proceeding been tried in Canada.
7. Where Canada intends to terminate the Contract under this section, Canada will inform the Contractor and provide the Contractor an opportunity to make written representations before making a final decision. Written representations must be submitted within 30 days from receiving a notice of concern unless Canada establishes a different deadline.

### **6.3.2 Supplemental General Conditions**

4014 - Suspension of the work, apply to and form part of the Contract.

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section(s) 23 "*Default by the Contractor*" or 24 "*Termination for convenience*" of general conditions [2010A](#) (2020-05-28).
2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

## 6.4. Term of Contract

### 6.4.1 Delivery Date

All the deliverables must be received on or before *(will be inserted at contract award)*\_\_\_\_\_.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Sasha Lahaie - Supply Officer  
Public Works and Government Services Canada - Acquisitions Branch  
Industrial Products and Vehicles Procurement Directorate- "HN" Division  
4th Floor East Tower, L'Esplanade Laurier Bldg,  
140 O'Connor St. Ottawa ON K1A 0R5  
Telephone: 613-293-3296 E-mail address: sasha.lahaie@pwgsc-tps.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 *(will be inserted at contract award)*

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

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 Representative *(will be inserted at contract award)*

Name and telephone number of the person responsible for:

#### General enquiries

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

#### Delivery follow-up

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

## 6.6 Payment

### 6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid in firm unit prices as specified in the contract. 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.

### 6.6.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price

### 6.6.3 Multiple Payments

SACC Manual clause [H1001C](#) (2008-05-12) Multiple Payments

### 6.6.4 SACC Manual Clauses

SACC Reference	Section	Date
<a href="#">G1005C</a>	Insurance	2016-01-28

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

## 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 2010A (2020-05-28), General Conditions – Goods (Medium Complexity);
- (c) Annex A - Statement of Requirement;
- (d) Annex B - Mandatory Evaluation Criteria
- (e) Annex C - COVID-19 Vaccination Requirement Certification
- (f) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*)

## 6.11 SACC Manual Clauses (Delivery)

SACC Reference	Section	Date
<a href="#">D2000C</a>	Marking	2007-11-30
<a href="#">D2001C</a>	Labelling	2007-11-30
<a href="#">D3015C</a>	Dangerous Goods/Hazardous Products	2014-09-25
<a href="#">D9002C</a>	Incomplete Assemblies	2007-11-30

### 6.11.1 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and Delivered Duty Paid –DDP– (Ottawa, Ontario) Incoterms 2000 for shipments from a commercial contractor.

## 6.12 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".

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## ANNEX "A" - STATEMENT OF REQUIREMENT

### 1. Scope

This Statement of Requirement (SOR) details the requirements for a Handheld Frequency Counter kit.

#### 1.1 BACKGROUND

Innovation, Science & Economic Development Canada (ISED), Spectrum and Telecommunications Sector (STS) is currently modernizing its aging radio frequency test and measurement equipment portfolio under the auspices of the Pulsar program. This equipment is used to monitor, localize and measure technical parameters of radio emissions for radio interference, compliance and enforcement work.

STS Officers are often required to detect both analog and digital RF signals in the nearfield. Our current handheld frequency counters have reached their end of life and necessitates the need for replacement to ensure that this measurement capability is maintained going forward.

#### 1.2 Instructions

The following instructions apply to this specification:

- a) Requirements, which are identified by the word "**must**", are mandatory. Deviations will not be permitted.
- b) In this document "provided" **must** mean "provided and installed".
- c) Where a technical certification is referred to in this specification, a copy of the certification or an acceptable Proof of Compliance **must** be supplied for the handheld frequency counter kit when requested by the Technical Authority.

#### 1.3 Definitions

The following definitions apply to the interpretation of this Statement of Requirement:

"Technical Authority" - The government official responsible for technical content of this requirement.

"Frequency Counter Kit" – The entire frequency counter kit including frequency counter and all accessories such as antenna(s), power adapter and carry case in a complete manufactured state in accordance with the requirements in this Statement of Requirements.

"Proof of Compliance" is defined as an unaltered document, such as a product brochure, product data sheet, product technical specification sheet and/or 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 supporting Proof of Compliance documentation must provide specific information on each performance requirement and/or specification that is being put forth for to substantiate.

#### 1.4 Technical Specifications

The Contractor must provide the requested frequency counter kit in accordance with the technical specifications detailed in Appendix 1 - Mandatory Technical Specifications for *Frequency Counter Kit*.

## 1.5 Standard Design

- a) The frequency counter kit must be the manufacturer's latest in production model.

## 1.6 Identification

The following information must be permanently marked in a visible and protected location on the kit:

- a) Manufacturer's name, model and serial number.

## 1.7 Equipment Manuals

### 1.7.1 Equipment Manuals

Full documentation on the contents of the kit including installation, operation, maintenance of the complete frequency counter *must* accompany each kit, shipped to each location.

### 1.7.2 Operator's Manuals

The operator's manuals *must* be bilingual (English/French) and must include the following:

- a) Instructions for the safe setup and operation of the frequency counter.
- b) Operator confidence checks.
- c) Safety warnings.

### 1.7.3 Maintenance Manuals

If they are available, the service/maintenance manuals must be bilingual (English/French) and include the following:

- a) A trouble-shooting guide, showing the steps and tests required to determine the exact cause of a problem and an explanation of what steps would be required to correct a problem.
- b) Any special tools/equipment needed for troubleshooting and service.

## 1.8 Accessibility requirements

The manuals must be delivered in an accessible format, in compliance with the Harmonised European Standard, EN 301 549 (2018) ([https://www.etsi.org/deliver/etsi\\_en/301500\\_301599/301549/02.01.02\\_60/en\\_301549v020102p.pdf](https://www.etsi.org/deliver/etsi_en/301500_301599/301549/02.01.02_60/en_301549v020102p.pdf)) for accessible Information and Communication Technology (ICT), clause 10 for non-web documents.

Any other instructions that are provided with the handheld frequency counter kits should conform to those standards for web-based documents, electronic documents, and hard copies.  
The provision of facilities, tools and services, and all associated costs, to make the components and deliverables of this project accessible must be at the Contractor's expense.

For practical guidance on creating accessible documents, refer to these Accessible Document Guides (<https://a11y.canada.ca/en/>).

## 1.9 Equipment Lifecycle

Lifecycle of equipment will be a ten (10) year period from date of delivery and acceptance of goods received as ordered and received undamaged.

### 1.10 Calibration and Maintenance Support

**1.10.1** The Contractor **must** ensure capability to provide parts, repair and calibration services for a period of ten (10) years from date of delivery and acceptance of the equipment.

**1.10.2** Initial factory calibration must be included as part of the original delivery.

**1.10.3** Any subsequent calibration support is not part of this Contract.

### 1.11 List of Deliverables

#### 1.11.1 Frequency Counter Kit

Description	Quantity
Frequency Counter Kit as specified in the Statement of Requirements	78 units

## Appendix 2 – Definitions and Glossary Syllabus

Definitions	
Frequency Counter Kit	Frequency counter including all accessories such as antenna(s), power adapter and carry case.
Glossary	
AC	Alternating Current
APCO P25	Project 25
BNC	Bayonet Neill–Concelman radio frequency connector
CW	Continuous Wave
FHSS	Frequency-Hopping Spread Spectrum
GSM	Global System for Mobile Communication
PC	Personal Computer
RF	Radio Frequency
TDMA	Time-Division Multiple Access
Tetra	Digital radio format

## Appendix 1 – Mandatory Technical Specifications for Handheld Frequency Counter Kit

(Reference: Appendix 2 – Definitions and Glossary Syllabus)

Hardware	Required specifications
Packaging	The frequency counter form factor must be a single handheld device.
Frequency Range	Must operate across the frequency range of 30 MHz to 2.3 GHz.
Input Impedance	Input impedance must be 50 ohms.
Measurement Resolution	Provide minimum measurement resolution of 100 Hz.
Maximum Input	Maximum RF input level of +15 dBm.
RF Input Power Measurement	Provide measurement range for signals between -45 dBm to -5 dBm.
RF Power Measurement Accuracy	Provide power measurement accuracy of +/- 5dBm or better.
Sensitivity	Instrument must have sensitivity to detect and count input signal levels at 3mV and above.
RF Signal Detection Types	CW Analog and Digital (GSM, TDMA, TETRA, APCO 25, FHSS).
Internal Time Base	Provide internal time base of 10 MHz.
Time Base Accuracy	Provide time base accuracy of +/- 1ppm or better.
Display	Instrument must have means of displaying frequency and input power measurements.
Internal Battery Pack	Provide an internal rechargeable battery pack. The pack must provide for a minimum operating time of 4 hours.
Alert Notifications	Provide notifications of signal detection.
Frequency Memory Allocation	Must allow for a minimum of 500 measurement detections to be stored for later recall.
Frequency Memory Recall	Instrument must provide ability to scroll through saved frequency measurements.
External Connectivity	Provide a physical wired interface port to allow PC connection for download of frequencies and data logging from memory.
Antenna Operating Frequency Range	Provide a compact wideband antenna capable of operating between 100 MHz and 2 GHz with male BNC connector.
Input RF Connector Type	Provide a female BNC input RF connector.
AC Power	Provide a compact AC power supply for the unit to be powered and charged by external 110 VAC 60 Hz power source.
Carry Case	Provide a storage case to hold frequency counter, antenna(s) and power adapter.

## **ANNEX "B" - MANDATORY EVALUATION CRITERIA**

### **1. Instructions to Bidders:**

In their bid submission, Bidders must demonstrate how they meet all requirements detailed in the Requirement at Annex "A" and address clearly and in sufficient depth all points that are subject to evaluation criteria listed below, against which the bid will be evaluated. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The Bidder must provide proof and/or verification of the Mandatory Evaluation Criteria identified herein through supporting documentation, as applicable. Bidders are required to provide a page reference number by each compliant requirement that refers to the supplied literature; if left blank, it may be evaluated as not met. It is the Bidder's responsibility to ensure that the submitted supporting documentation provides detail to prove that the proposed good(s) meet the requirements of the mandatory criteria.

**If published supporting documents or certifications are not available, Bidders should prepare a written narrative complete with a detailed explanation of how its bid demonstrates technical compliance.**

Canada will not evaluate information such as references to website addresses where additional information can be found, or technical manuals, or brochures not submitted with the bid. To be considered responsive, proposals must meet all of the mandatory criteria specified in the solicitation document

### Mandatory Evaluation Table for Handheld Frequency Counter Kit

Item #	Hardware	Required specifications	Evaluation Method	Cross Reference to Bid
1	Packaging	The frequency counter form factor must be a single handheld device.	Published vendor product information review	
2	Frequency Range	Must operate across the frequency range of 30 MHz to 2.3 GHz.	Published vendor product information review	
3	Input Impedance	Input impedance must be 50 ohms.	Published vendor product information review	
4	Measurement Resolution	Provide minimum measurement resolution of 100 Hz.	Published vendor product information review	
5	Maximum Input	Maximum RF input level of +15 dBm.	Published vendor product information review	
6	RF Input Power Measurement	Provide measurement range for signals between -45 dBm to -5 dBm.	Published vendor product information review	
7	RF Power Measurement Accuracy	Provide power measurement accuracy of +/- 5dBm or better.	Published vendor product information review	
8	Sensitivity	Instrument must have sensitivity to detect and count input signal levels at 3mV and above.	Published vendor product information review	
9	RF Signal Detection Types	CW Analog and Digital (GSM, TDMA, TETRA, APCO 25, FHSS).	Published vendor product information review	
10	Internal Time Base	Provide internal time base of 10 MHz.	Published vendor product information review	

11	Time Base Accuracy	Provide time base accuracy of +/- 1ppm or better.	Published vendor product information review	
12	Display	Instrument must have means of displaying frequency and input power measurements.	Published vendor product information review	
13	Internal Battery Pack	Provide an internal rechargeable battery pack. The pack must provide for a minimum operating time of 4 hours.	Published vendor product information review	
14	Alert Notifications	Provide notifications of signal detection.	Published vendor product information review	
15	Frequency Memory Allocation	Must allow for a minimum of 500 measurement detections to be stored for later recall.	Published vendor product information review	
16	Frequency Memory Recall	Instrument must provide ability to scroll through saved frequency measurements.	Published vendor product information review	
17	External Connectivity	Provide a physical wired interface port to allow PC connection for download of frequencies and data logging from memory.	Published vendor product information review	
18	Antenna Operating Frequency Range	Provide a compact wideband antenna capable of operating between 100 MHz and 2 GHz with male BNC connector.	Published vendor product information review	
19	Input RF Connector Type	Provide a female BNC input RF connector.	Published vendor product information review	
20	AC Power	Provide a compact AC power supply for the unit to be powered and charged by external 110 VAC 60 Hz power source.	Published vendor product information review	
21	Carry Case	Provide a storage case to hold frequency counter, antenna(s) and power adapter.	Published vendor product information review	

## ANNEX "C" – COVID-19 Vaccination Requirement Certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

I, \_\_\_\_\_ (*first and last name*), as the representative of  
\_\_\_\_\_ (*name of business*) pursuant to  
\_\_\_\_\_ (*insert solicitation number*), warrant and certify that  
all personnel that \_\_\_\_\_ (*name of business*) will provide on  
the resulting Contract who access federal government workplaces where they may come into  
contact with public servants will be:

- (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication,  
religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*,  
subject to accommodation and mitigation measures that have been presented to and approved  
by Canada;

until such time that Canada indicates that the vaccination requirements of the COVID-19  
Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by \_\_\_\_\_ (*name of business*) have been  
notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination  
Policy for Supplier Personnel, and that the \_\_\_\_\_ (*name of business*) has certified to  
their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to  
be true for the duration of the Contract. I understand that the certifications provided to Canada  
are subject to verification at all times. I also understand that Canada will declare a contractor in  
default, if a certification is found to be untrue, whether made knowingly or unknowingly, during  
the bid or contract period. Canada reserves the right to ask for additional information to verify

Solicitation No. - N° de l'invitation  
UT255-211792/A  
Client Ref. No. - N° de réf. du client  
UT255-211792

Amd. No. - N° de la modif.  
File No. - N° du dossier  
hn477 UT255-211792

Buyer ID - Id de l'acheteur  
hn477  
CCC No./N° CCC - FMS No./N° VME

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the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: \_\_\_\_\_

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.