

PART 1 - INFORMATION AND INSTRUCTIONS

1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

1.2 Requirement

The requirement is detailed under Article 2.2 of the resulting contract clauses.

1.3 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 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 03 of Section 01 Integrity Provisions - Bid of the Standard Instructions (2003) incorporated by reference above are deleted in their entirety and replaced with the following:

3. List of Names

- a. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA).
- b. These bidders must diligently inform Canada in writing of any changes affecting the list of directors during this procurement process as well as during the contract period.

1.3.1 SACC Manual Clauses

SACC Manual clause B4024T 2006-08-15 No substitute Products

Bidders must provide products that are of the same description, brand name, model and/or part number as detailed in the item description of the bid solicitation. Bidders are advised that substitute products will not be considered.

SACC Manual clause D9002C 2007-11-30 Incomplete assemblies

The Contractor must not ship incomplete assemblies unless the authorization for such shipment has been obtained before from the Contracting Authority

1.4 Submission of Bids

- 1.4.1** Bids must be submitted to the Contracting Authority identified in the bid solicitation and in Part 2 - Resulting Contract Clauses, article 2.5, by 4 pm on January 26th 2016.

1.5 Certifications Required Precedent to Contract Award

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, 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 with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

1.5.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003 (2015-07-03). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.6 Enquiries - Bid Solicitation

All enquiries must be submitted to the Contracting Authority no later than two (2) calendar days before the bid closing date. Enquiries received after that time may not be answered.

1.7 Evaluation Procedures

Bids received will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria specified below:

1.7.1 Technical Evaluation

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

1.7.1.1 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP destination indicated on page one (1) of this solicitation, freight charges, Canadian customs duties, and excise taxes included.

1.7.2 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.

1.8 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.

1.9 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.

PART 2 - RESULTING CONTRACT CLAUSES

2.1 Security Requirements

2.1.1 There is no security requirement applicable to this Contract.

2.2 Requirement

The Contractor must provide one (1) test equipment as described below and comprised of:

Rohde & Schwarz SMB100A Microwave Signal Generator

- Option SMB-B112 Hardware Option: 100 kHz to 12.75 GHz
- Option SMB-K21 Pulse Modulator
- Option SMB-K23 Pulse Generator
- 1021.0535.00 Type N Adapter for Front Panel
- CS00431 Transit Case

in accordance with the Requirement at Annex "A."

2.3 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.

2.3.1 General Conditions

SACC *Manual* clause 2029 2015-09-03 General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

2.4 Term of Contract

2.4.1 Delivery Date

All the deliverables must be received on or before March 25th, 2016.

2.5 Authorities

2.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Sébastien Vincent
Title: Electronic Engineering Technologist
Integrated Technical Services Directorate
Canadian Coast Guard (DFO) / Government of Canada
Address : 101 Champlain Blvd, Quebec city, QC G1K 7Y7
Phone : 418-953-8962 / Email : Sebastien.Vincent@dfo-mpo.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.

2.5.2 Technical Authority

The Technical Authority for the Contract is:

Name: Sébastien Vincent
Title: Electronic Engineering Technologist
Integrated Technical Services Directorate
Canadian Coast Guard (DFO) / Government of Canada
Address : 101 Champlain Blvd, Quebec city, QC G1K 7Y7
Phone : 418-953-8962 / Email : Sebastien.Vincent@dfo-mpo.gc.ca

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.

2.6. Payment

2.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex A for a cost of \$ to be specified. 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.

2.6.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

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.

2.6.3 Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

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

2.7 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 (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b) One (1) copy must be forwarded to the Contracting Authority identified under section 2.5.2 of this document.

2.8 Certifications

2.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

2.9 Applicable Laws

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

2.10 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) *SACC Manual* clause 2029 (2014-09-25) General Conditions - Goods or Services (Low Dollar Value);
- (c) Annex A, Requirement;
- (d) the Contractor's bid dated to be specified.

2.11 Electrical equipment

SACC Manual clause B1501C 2006-06-16 Electrical Equipment

All electrical equipment supplied under the Contract must be certified or approved for use in accordance with the [*Canadian Electrical Code*](#), Part 1, before delivery, by a certification organization accredited by the Standards Council of Canada.

Annex A

Delivrables

Item	Description	Quantity	Unit of issue	Unit Price	Total Price
1	Rohde & Schwarz SMB100A Microwave Signal Generator	1	chaque		
2	SMB-B112 Hardware Option: 100 kHz to 12.75 GHz	1	chaque		
3	SMB-K21 Pulse Modulator	1	chaque		
4	SMB-K23 Pulse Generator	1	chaque		
5	1021.0535.00 Type N Adapter for Front Panel	1	chaque		
6	CS00431 Transit Case	1	chaque		
				Subtotal	\$
				Shipping fee*	\$
				GST/PST	\$
				Total (GST/PST Included)	\$

***Note: The final delivery destination for all items is indicated below.**

Canadian Coast Guard (DFO)
c/o Sébastien Vincent
101 Champlain Blvd
Quebec city, QC G1K 7Y7