



National Defence

Défense nationale

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

Quartier général de la Défense nationale  
Ottawa (Ontario)  
K1A 0K2

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

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

Director Services Contracting 4 (D Svcs C 4) Direction  
–  
Contrats de services 4 (DC Svcs 4)  
Attention/ Aux soins de : Marie-Claude Théorêt  
By e-mail to/ Par courriel au :  
[DSvcsC4Contracting-DCSvcs4Contrats@forces.gc.ca](mailto:DSvcsC4Contracting-DCSvcs4Contrats@forces.gc.ca)

#### Proposal To: National Defence 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 and services listed herein and on any attached sheets at the price(s) set out therefore.

#### Proposition à : Défense nationale 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 et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

#### Comments – Commentaires

**THIS DOCUMENT DOES NOT CONTAIN A  
SECURITY REQUIREMENT.  
DOCUMENT NE CONTIENT PAS  
D'EXIGENCES RELATIVES À LA SÉCURITÉ.**

#### Solicitation Closes – L'invitation prend fin

At: – à :

02:00 PM Eastern Standard Time (EST)

On: – le :

17 December 2018

|  |   |
|--|---|
| <b>Title – Titre</b><br>Radio Frequency Filters  | <b>Solicitation No. – N° de l'invitation</b><br>W6369-18-X034/A |
| <b>Date of Solicitation – Date de l'invitation</b><br><br>21 November 2018   |   |
| <b>Address Enquiries to: – Adresser toutes questions à :</b><br><br>Marie-Claude Théorêt by e-mail to / par courriel au <a href="mailto:marie-claude.theoret@forces.gc.ca">marie-claude.theoret@forces.gc.ca</a> |   |
| <b>Telephone No. – N° de téléphone</b>   | <b>FAX No. – N° de fax</b>                                      |
| <b>Destination</b><br><br>See Statement of Work herein. / Voir l'énoncé des travaux dans les présentes.  |   |

**Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.**

**Instructions : Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.**

|  |                                       |
|--|---------------------------------------|
| Delivery Required – Livraison exigée   | Delivery Offered – Livraison proposée |
| Vendor Name and Address – Raison sociale et adresse du fournisseur   |                                       |
| Name and title of person authorized to sign on behalf of vendor (type or print)<br>Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie) |                                       |
| Name – Nom _____   | Title – Titre _____                   |
| Signature _____  | Date _____                            |

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This bid solicitation cancels and supersedes previous bid solicitation number W6369-18-X034 dated 20 July 2018 with a closing of 9 August 2018 at 2:00 pm. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement associated with this bid solicitation.

### **1.2 Statement of Requirement**

The requirement is detailed in Annex "A", Statement of Requirement.

### **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 Trade Agreements**

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

## **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 (2016-04-04) Standard Instructions – Goods and Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

Section 2, **Procurement Business Number** is deleted in its entirety.

Section 5, **Submission of Bids** – Subsection 2(d) is amended as follows:

- i) Send its bid only to DND as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation.

Section 05, **Submission of Bids – Subsection 4**, is amended as follows:

Delete: 60 days  
Insert: 90 days

Section 6, **Late Bids** is deleted in its entirety.

Section 7, **Delayed Bids** is deleted and replaced by:

- i) It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.

Section 08, **Transmission by facsimile** is deleted in its entirety.

Section 20, **Further Information** is deleted in its entirety.

## **2.2 Submission of Bids**

Bids must be submitted only to DND by the date and time indicated on page 1 of the bid solicitation.

**Electronic Submissions:** Individual e-mails exceeding five (5) megabytes in size, or those including other factors such as embedded files, macros and/or links, may be rejected by the Department of National Defence (DND) e-mail system and/or firewall(s) without notice to the Bidder or Procurement Authority. Larger bids may be submitted through more than one e-mail. DND will confirm receipt of documents. It is the responsibility of the Bidder to ensure that their entire bid submission has been received. Bidders must not assume that all documents have been received unless DND confirms receipt of each document. Due to the possibility of e-mail rejection and/or other technical issues, bidders are requested to allow sufficient time before the closing time and date to submit their bid and for DND to confirm receipt. Bid documents received after the closing time and date 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.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid - one (1) soft copy submitted by e-mail;

Section II: Financial Bid - one (1) soft copy submitted by e-mail;  
Section III: Certifications – one (1) soft copy submitted by e-mail;  
Prices must appear in the financial bid only. No prices must be indicated in any other section 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) paper;
- (b) Use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) Use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) Use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### **Section I: Technical 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.

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

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

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

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

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

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

### **3.1.2 Exchange Rate Fluctuation**

C3011T (2013-11-06) Exchange Rate Fluctuations

### **3.1.3 SACC Manual Clauses**

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

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

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Mandatory Technical Criteria are detailed in Section 5. – Deliverables of Annex “A” - Statement of Requirement.

#### **4.1.2 Financial Evaluation**

1. The price of the bid will be evaluated as follows:
  - a. Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
  - b. Foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.
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. Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.
4. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

### **4.2 Basis of Selection – Multiple Items**

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 on an item by item basis will be recommended for award of a contract. Each item will be evaluated separately for lowest cost. Up to seven (7) contracts may be awarded as a result of this solicitation. No more than one contract will be awarded for each item identified in the Basis of Payment at Annex “B”

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

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

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

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

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

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

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

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

## **5.2 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 procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

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 Additional Certifications Required with the Bid**

#### **5.2.3.1 Product Conformance**

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

\_\_\_\_\_  
**Bidder's authorized representative signature**

\_\_\_\_\_  
**Date**

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

*Delete this title and the following sentence at contract award*

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 Statement of Requirement**

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

### **6.3 Standard Clauses and Conditions**

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

#### **6.3.1 General Conditions**

[2010A](#) (2018-06-21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

In section 01, Interpretation, "Canada", "Crown", "Her Majesty" or "the Government",

Delete: Minister of Public Works and Government Services

Insert: Minister of National Defense

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The period of the Contract is from date of Contract to \_\_\_\_\_ inclusive.

*Date to be specified in the resulting Contract.*

#### **6.4.2 Delivery Date**

All the deliverables must be received within 18 weeks following contract award.

#### **6.4.3 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" Section 8 – Delivery Location of the Contract.

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**



The Contracting Authority for the Contract is:

Organization: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title and Designation: \_\_\_\_\_  
Address: National Defence Headquarters  
101 Colonel By Drive  
Ottawa ON  
K1A 0K2  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 6.5.2 Procurement Authority

The Procurement Authority for the Contract is:

Organization: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title and Designation: \_\_\_\_\_  
Address: National Defence Headquarters  
101 Colonel By Drive  
Ottawa ON  
K1A 0K2  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement.

### 6.5.3 Technical Authority

The Technical Authority for the Contract is:

Organization: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title and Designation: \_\_\_\_\_  
Address: National Defence Headquarters  
101 Colonel By Drive  
Ottawa ON  
K1A 0K2  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the

Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### **6.5.4 Contractor's Representative**

The Contractor's Representative for the Contract is:

Organization: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title and Designation: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

#### **6.6 Payment**

##### **6.6.1 Basis of Payment - Firm Unit Price**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in the contract for a cost of \$ \_\_\_\_\_. Customs duties are included Applicable Taxes are extra.

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

##### **6.6.2 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.

##### **6.6.3 Electronic Payment of Invoices – Contract**

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

#### 6.6.4 Taxes – Foreign-Based Contractor

SACC Manual clause C2000C (2007-11-30) Taxes – Foreign-Based Contractor

#### 6.6.5 Exchange Rate Fluctuation Adjustment

1. The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
2. For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment. The exchange rate adjustment amount will be calculated in accordance with the following formula:  
Exchange rate adjustment =  $FCC \times Qty \times (i_1 - i_0) / i_0$   
where formula variables correspond to:



**FCC:** Foreign currency component (per unit)

**Qty:** quantity of units

**$i_0$ :** Initial exchange rate (CAN\$ per unit of foreign currency [for example US\$1]). The initial exchange rate is set as the Bank of Canada rate on the solicitation closing date. The Bank of Canada publishes its rates each business day by 16:30 Eastern Time.

**$i_1$ :** Exchange rate for adjustments (ERA) (CAN\$ per unit of foreign currency [for example US\$1]). The Bank of Canada publishes its rates each business day by 16:30 Eastern Time.

- a. The ERA for goods will be the Bank of Canada rate on the date the goods were delivered.
- b. The ERA for services will be the Bank of Canada rate on the last business day of the month for which the services were performed.
- c. The ERA for advance payments will be the Bank of Canada rate on the last business day prior to the payment. The last published business day rate will be used for non-business days.

4. The Contractor must indicate the total exchange rate adjustment amounts (whether they are upward, downward or present no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form [PWGSC-TPSGC 450](#) , Claim for Exchange Rate Adjustments.
5. The exchange rate adjustment will only impact the payment to be made by Canada where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form [PWGSC-TPSGC 450](#)  (that is  $[i_1 - i_0] / i_0$ ).
6. Canada reserves the right to audit any revision to costs and prices under this clause.

## **6.7 Invoicing Instructions**

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.

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; and
- b. One (1) copy must be forwarded 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 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 general conditions (2010A, 2016-04-04, General Conditions - Goods (Medium Complexity))
- (c) Annex A, Statement of Requirement;
- (d) Annex B, Basis of Payment;
- (e) The Contractor's bid dated \_\_\_\_\_

## **6.11 Defence Contract**

SACC Manual clause [A9006C](#) (2012-07-16) Defence Contract

## **6.12 SACC Manual Clauses**

SACC Manual clause B7500C (2006-06-16) Excess Goods applies to and forms part of the Contract.

SACC Manual clause D2001C (2007-11-30) Delivery, Inspection and Acceptance

SACC Manual clause G1005C (2016-01-28) Insurance applies to and forms part of the Contract.

## **6.13 Shipping Instructions - Free on Board Destination and Delivered Duty Paid**

SACC Manual clause D4002C (2013-04-25)

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

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

FOB Destination, Defence Research and Development Canada – Ottawa Research Centre, including all delivery charges and customs duties and Applicable Taxes.

#### **6.14 Inspection and Acceptance**

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Requirement and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

## ANNEX "A" STATEMENT OF REQUIREMENT

### 1. TITLE

Radio Frequency Filters

### 2. BACKGROUND

These RF filters are sub-components of a larger design developed in house.

### 3. ACRONYMS

|      |   |
|------|---|
| DRDC | Defence Research and Development Canada |
| SOR  | Statement of Requirement                |
| TA   | Technical Authority                     |
| RF   | Radio Frequency                         |
| MHz  | Megahertz                               |
| GHz  | Gigahertz                               |
| DC   | Direct current                          |
| (F)  | Female                                  |

### 4. REQUIREMENTS

#### 4.1 Mandatory Technical Criteria

The Contractor must provide all the items with the following specifications and meet all mandatory technical evaluation criteria to be declared responsive:

| Item #1          |  |
|------------------|--|
| Specifications   | Value  |
| Description      | RF filter                                    |
| Filter type      | Band reject filter                           |
| Frequency center | 8000 MHz                                     |
| Band rejection   | 30 dBc min. @ 7975 – 8025 MHz                |
| Insertion loss   | 1.5 dB max. @ DC – 7925 and 8075 – 16000 MHz |
| Nominal power    | 10 dBm                                       |
| Max power        | 30 dBm                                       |
| Connectors       | SMA (F)                                      |
| Quantity         | 4  |
| Item #2          |  |
| Specifications   | Value  |
| Description      | RF filter                                    |
| Filter type      | Band reject filter                           |
| Frequency center | 2600 MHz                                     |
| Band rejection   | 30 dBc min. @ 2575 – 2625 MHz                |
| Insertion loss   | 1.5 dB max. @ DC – 2525 and 2675 – 5200 MHz  |
| Nominal power    | 10 dBm                                       |
| Max power        | 30 dBm                                       |
| Connectors       | SMA (F)                                      |

|                       |  |
|-----------------------|--|
| Quantity              | 4  |
| <b>Item #3</b>        |  |
| <b>Specifications</b> | <b>Value</b>                                 |
| Description           | RF filter                                    |
| Filter type           | Band reject filter                           |
| Frequency center      | 3900 MHz                                     |
| Band rejection        | 30 dBc min. @ 3875 – 3925 MHz                |
| Insertion loss        | 1.5 dB max. @ DC – 3825 and 3975 – 16000 MHz |
| Nominal power         | 10 dBm                                       |
| Max power             | 30 dBm                                       |
| Connectors            | SMA (F)                                      |
| Quantity              | 4  |
| <b>Item #4</b>        |  |
| <b>Specifications</b> | <b>Value</b>                                 |
| Description           | RF filter                                    |
| Filter type           | Band pass filter                             |
| Frequency center      | 3500 MHz                                     |
| Band rejection        | 30 dBc min. @ DC – 2200 and 4800 – 8000 MHz  |
| Insertion loss        | 1.5 dB max. @ 2700 – 4300 MHz                |
| Nominal power         | 10 dBm                                       |
| Max power             | 30 dBm                                       |
| Connectors            | SMA (F)                                      |
| Quantity              | 4  |
| <b>Item #5</b>        |  |
| <b>Specifications</b> | <b>Value</b>                                 |
| Description           | RF filter                                    |
| Filter type           | Band pass filter                             |
| Frequency center      | 4800 MHz                                     |
| Band rejection        | 30 dBc min. @ DC – 3500 and 6100 – 12000 MHz |
| Insertion loss        | 1.5 dB max. @ 4000 – 5600 MHz                |
| Nominal power         | 10 dBm                                       |
| Max power             | 30 dBm                                       |
| Connectors            | SMA (F)                                      |
| Quantity              | 4  |
| <b>Item #6</b>        |  |
| <b>Specifications</b> | <b>Value</b>                                 |
| Description           | RF filter                                    |
| Filter type           | Band pass filter                             |
| Frequency center      | 35000 MHz                                    |
| Band rejection        | 30 dBc min. @ DC – 29000 and 41000 MHz       |
| Insertion loss        | 2.0 dB max. @ 30000 – 40000 MHz              |
| Nominal power         | 10 dBm                                       |
| Max power             | 30 dBm                                       |
|                       |  |

|                       |                               |
|-----------------------|-------------------------------|
| Connectors            | 2.92 mm (F)                   |
| Quantity              | 4                             |
| <b>Item #7</b>        |                               |
| <b>Specifications</b> | <b>Value</b>                  |
| Description           | RF filter                     |
| Filter type           | Low pass filter               |
| Frequency center      | 1700 MHz                      |
| Band rejection        | 30 dBc min. @ 1800 – 8000 MHz |
| Insertion loss        | 3.0 dB max. DC – 1700 MHz     |
| Nominal power         | 10 dBm                        |
| Max power             | 30 dBm                        |
| Connectors            | SMA (F)                       |
| Quantity              | 6                             |

## 5. DELIVERABLES

### 5.1 Deliverables for requirement 4.1:

Deliverables for requirement 4.1 are Items 1 through 7 with corresponding specifications and quantities.

## 6. DATE OF DELIVERY

**Deliverable 5.1:** Within 18 weeks after contract award.

## 7. LANGUAGE OF WORK

English

## 8. DELIVERY LOCATION

Defence Research and Development Canada – Ottawa Research Centre  
 Building 29  
 3701 Carling Ave  
 Ottawa, Ontario  
 K1A0Z4  
 Canada



**ANNEX “B” BASIS OF PAYMENT  
PRICING TABLE**

1. The Contractor will be paid in accordance with the following:

| Item Number   | Qty. | Unit Price | Total<br>Extended<br>Price |
|---|------|------------|----------------------------|
| <b>Item # 1 –</b><br>From Annex “A” Statement of Requirement, section 4.1 | 4    |            |                            |
| <b>Item # 2 –</b><br>From Annex “A” Statement of Requirement, section 4.1 | 4    |            |                            |
| <b>Item # 3 –</b><br>From Annex “A” Statement of Requirement, section 4.1 | 4    |            |                            |
| <b>Item # 4 –</b><br>From Annex “A” Statement of Requirement, section 4.1 | 4    |            |                            |
| <b>Item # 5 –</b><br>From Annex “A” Statement of Requirement, section 4.1 | 4    |            |                            |
| <b>Item # 6 –</b><br>From Annex “A” Statement of Requirement, section 4.1 | 4    |            |                            |
| <b>Item # 7 –</b><br>From Annex “A” Statement of Requirement, section 4.1 | 6    |            |                            |
|   |      |            |                            |
|   |      |            |                            |
| <b>Sub-Total</b>  |      |            |                            |
| <b>Applicable Taxes (13%)</b>   |      |            |                            |
| <b>Total Price</b>  |      |            |                            |

**ANNEX "C" to PART 3 OF THE BID SOLICITATION**

**ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)