



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 : Amy Lee Gönye
By e-mail to/ Par courriel au :
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 : 2:00 PM Eastern Standard Time (EST)

On: – le : 13 January 2022

Title – Titre Signal Generator / Générateur de signaux	Solicitation No. – N° de l'invitation W6369-22-X023
Date of Solicitation – Date de l'invitation 10 décembre 2021	
Address Enquiries to: – Adresser toutes questions à : Amy Lee Gönye by e-mail to/ par courriel au amy.leegonye@forces.gc.ca	
Telephone No. – N° de téléphone	FAX No. – N° de fax
Destination Quartier général de la Défense nationale 101, promenade Colonel-By Ottawa (ON) K1A 0K2	

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 [Date à préciser dans le contrat subséquent]	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) – 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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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 provisions of the Canadian Free Trade Agreement (CFTA), if it is in force.

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 (SACC) 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, with the following modification(s):

- a) Section 02, **Procurement Business Number**, is deleted in its entirety.
- b) Section 05, **Submission of Bids** – Subsection 2(d), is deleted and replaced by:

It is the Bidder's responsibility to:

- (d) Send its bid only to Department of National Defence (DND) organization receiving the bids as specified on Page 1 of the bid solicitation.
- c) Section 05, **Submission of Bids – Subsection 4**, is amended as follows:

Delete: 60 days

Insert: 90 calendar days.
- d) Section 06, **Late Bids**, is deleted in its entirety.



- e) Section 07, **Delayed Bids**, is deleted in its entirety and replaced with the following:
It is the Bidder's responsibility to ensure that its entire submission has been received. Misrouting or other electronic delivery issues resulting in the late submission of bids are not acceptable reasons for the bid to be accepted by the Department of National Defence.

- f) Section 08, **Transmission by facsimile or by epost Connect**, is deleted in its entirety.

- g) Section 13, **Communications—Solicitation Period**, is deleted in its entirety and replaced with the following:

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only as indicated on page 1 of the solicitation. Failure to comply with this requirement may result in the bid being declared non-responsive.

Canada will send all significant enquiries received and their replies directly to invited Bidders by electronic mail. For further information, consult subsection 3 of the Submission of bids section.

- h) Subsection 2 of Section 20, **Further Information** is deleted in its entirety.

2.1.1 **SACC Manual Clauses**

SACC Manual clause B4024T (2020-07-01), No Substitute Products applies to and forms part of the Contract.

SACC Manual clause B1000T (2014-06-26), Condition of Material applies to and forms part of the Contract.

2.2 **Submission of Bids**

Unless specified otherwise in the RFP or otherwise directed by the Contracting Authority, bids must be submitted to the Department of National Defence organization by electronic mail by the date and time indicated on page 1 of the solicitation.

Electronic Submissions: Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed five (5) megabytes may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. Canada will confirm receipt of documents. It is the Bidder's responsibility to ensure that its entire submission has been received. Bidders should not assume that all documents have been received unless Canada confirms receipt of each document. In order to minimize the potential for technical issues to affect bid receipt, bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Canada will not accept any bids submitted after the closing date and time.

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 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least five (5) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.6 Bid Challenge and Recourse Mechanisms

Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

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)

Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (one (1) soft copy submitted by electronic mail)

Section II: Financial Bid (one (1) soft copy submitted by electronic mail)

Section III: Certifications not included in the Technical Bid (one (1) soft copy submitted by electronic mail)

Section IV: Additional Information (one (1) soft copy submitted by electronic mail)

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

Format 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) page size;
- b. use a numbering system that corresponds to the bid solicitation;

Canada's Policy on Green Procurement: The policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process. See the [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 are encouraged to use an environmentally-preferable format including black and white instead of colour.

3.2 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.

3.3 Section II: Financial Bid

Bidders must submit their financial bid in accordance with Attachment 1 to Part 3 - Pricing Schedule.

- (a) **Pricing:** Bidders must submit their financial bid in accordance with Attachment 1 to Part 3 - Pricing Schedule.
- (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.



3.3.1 Electronic Payment of Invoices - Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 2 to Part 3 Electronic Payment Instruments, to identify which ones are accepted.

If Attachment 2 to Part 3 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.

3.3.2 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.

3.4 Section III: Certifications

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

3.5 Section IV: Additional Information

In Section IV of their bid, bidders should provide:

- (i) A completed, signed, and dated Page 1 of this solicitation;
- (ii) The name of the contact person (provide also this person's title, mailing address, phone number, and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
- (iii) For Part 2, article 2.4, Applicable Laws, of the bid solicitation: the province or territory if different than specified; and
- (iv) Any other information submitted in the bid not already detailed.



ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE

The Bidder must complete this pricing schedule and include it in its financial bid.

All prices and costs must be submitted in Canadian Dollars, Applicable Taxes excluded.

1. Pricing Schedule

Deliverable Number	Description	Qty. (A)	Unit Price (B)	Total Extended Price (C) (AxB=C)
5.1	SMCV100V Vector Signal Generator Base Unit	1		
Sub-Total				\$
Applicable Taxes				\$
Total Price				\$



ATTACHMENT 2 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS

A. The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

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



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

Mandatory technical evaluation criteria are included in Attachment 1 to Part 4, Evaluation Criteria.

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FCA Free Carrier, freight charges included, Canadian customs duties and excise taxes included.

4.2 Basis of Selection - Lowest Evaluated Price, Mandatory Technical Criteria

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.



ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA

1. Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

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

Mandatory Technical Criteria (MT)	
Number	Mandatory Technical Criterion
MT1	The Bidder must provide a SMCV100V Vector Signal Generator Base Unit with the following specifications: <ul style="list-style-type: none">• Frequency Range 4 KHz to 7.125 GHz• ARB memory extension up to 512 MSamples• RF Bandwidth 120 MHz RF mod BW



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 Integrity 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 specified 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#)" 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.

ARTICLES OF AGREEMENT

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 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 \(SACC\) 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

6.3.1 General Conditions

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

- (i) In section 01, Interpretation, "Canada", "Crown", "Her Majesty" or "the Government",
Delete: Minister of Public Works and Government Services
Insert: Minister of National Defence
- (ii) Section 09 Warranty of general conditions 2010A is amended by replacing the period of 12 months by 36 months. All other provisions of the warranty section remain in effect.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract Award to one (1) month after anticipated delivery date **[date to be specified in the resulting Contract]**.

6.4.2 Delivery Date

All the deliverables must be ready for shipping within 30 days after Contract Award. **[date to be specified in the resulting Contract]**.

6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point specified in Section 7 of Annex A – Statement of Requirement of the Contract.



6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Organization: Department of National Defence, Director Services Contracting 4 (D Svcs C 4)
 Name: Amy Lee Gönye
 Title and Designation: Procurement Officer, 4-4-3-2
 Address: National Defence Headquarters
 101 Colonel By Drive
 Ottawa ON
 K1A 0K2

Telephone: _____
 E-mail address: amy.leegonye@forces.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

The Technical Authority for the Contract is: **[Contact information to be detailed in the resulting contract]**

Name: _____
 Title: _____
 Organization: _____
 Address: Department of National Defence (DND)
 101 Colonel By Drive
 Ottawa ON K1A 0K2

Telephone: _____
 E-mail: _____

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

6.5.3 Procurement Authority

The Procurement Authority for the Contract is: **[Contact information to be detailed in the resulting contract]**

Name: _____
 Title: _____
 Organization: _____
 Address: Department of National Defence (DND)
 101 Colonel By Drive
 Ottawa ON K1A 0K2

Telephone: _____
 E-mail: _____

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

6.5.4 Contractor's Representative

[Contact information to be detailed in the resulting contract]

Name: _____
Title: _____
Address: _____

Telephone: _____
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 firm unit prices, as specified in the contract for a cost of \$[amount to be specified in the resulting Contract]. Customs duties are included Applicable Taxes are extra.

6.6.2 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.

6.6.3 Method of Payment

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

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

6.6.4 Payment

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

6.6.5 Electronic Payment of Invoices - Contract

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

[List to be updated in the resulting contract]

- (i) Visa Acquisition Card;
- (ii) MasterCard Acquisition Card;
- (iii) Direct Deposit (Domestic and International);
- (iv) Electronic Data Interchange (EDI);
- (v) Wire Transfer (International Only); and



- (vi) Large Value Transfer System (LVTS) (Over \$25M).

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 SACC Manual Clauses

SACC Manual clause B7500C (2006-06-16), Excess Goods applies to and forms part 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 **or as specified by the bidder in its bid, if applicable**.

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) These Articles of Agreement;
- (b) The General Conditions 2010A (2020-05-28), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Statement of Requirement;
- (d) Annex B, Basis of Payment; and
- (e) The Contractor's bid dated [] [insert date of bid], as amended [] [insert date(s) of amendment(s) if applicable].

6.11 Defence Contract

The Contract is a defence contract within the meaning of the *Defence Production Act*, R.S.C. 1985, c. D-1 (<http://laws-lois.justice.gc.ca/eng/acts/d-1/>), and must be governed accordingly.

Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the *Defence Production Act*.

One (1) of the following two (2) options will be inserted in the resulting contract, as applicable:

Option 1: A2000C (2006-06-16) when the contract is to be with a Canadian-based supplier; or

6.12 Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the



nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

Option 2: A2001C (2006-06-16) when the contract is to be with a foreign-based supplier.

6.13 Foreign Nationals (Foreign Contractor)

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

6.14 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

6.15 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](#)".

6.16 Shipping Instructions

1. Delivery will be FCA Free Carrier at _____. Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.
2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.
 - a. Inbound Logistics Coordination Center (ILCC)
Telephone: 1-877-877-7423 (toll free)
Facsimile: 1-877-877-7409 (toll free)
E-mail: ILHQOttawa@forces.gc.ca
3. The Contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:
 - a. the Contract number;



- b. consignee address (for multiple addresses, items must be packaged and labelled separately with each consignee address);
 - c. description of each item;
 - d. the number of pieces and type of packaging (i.e., carton, crate, drum, skid);
 - e. actual weight and dimensions of each piece type, including gross weight; and
 - f. full details of dangerous goods/hazardous products, as required for the applicable mode of transportation, signed certificates for dangerous goods/hazardous products as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable Canadian Transportation of Dangerous Goods Regulations, and a copy of the safety data sheet in English and French.
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, and the marking of each piece with a Transportation Control Number.
5. The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.
6. If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either 30 days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or 30 days following the delivery date specified in the Contract, whichever is later.

6.17 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

SMCV100B Signal Generator

2. BACKGROUND

Defence Research and Development Canada – Ottawa Research Centre requires the acquisition of a high frequency signal generator to support the electromagnetic reverberation chamber laboratory.

3. ACRONYMS

None.

4. REQUIREMENTS

4.1 Signal Generator

Required quantity: 1

The Contractor must provide a SMCV100V Vector Signal Generator Base Unit with the following specifications:

Specifications	Value
Frequency Range	4 KHz to 7.125 GHz
ARB memory extension	Up to 512 MSamples
RF Bandwidth	120 MHz RF mod BW

4.2 Warranty

The Contractor must provide 36 months warranty for item 4.1.

5. DELIVERABLES

5.1 Deliverables for requirement 4.1: Signal Generator

5.1.1 The Contractor must deliver a quantity of 1 signal generator as described in requirements 4.1.

5.1.2 The Contractor must deliver 1 Operation and Technical Manual with the delivery of the item as described in requirement 4.1 in both hard and soft copy. The manuals must be delivered in English as commercial off-the-shelf manuals. All electronic copies must be in Adobe PDF format delivered on a CD or DVD.

6. DATE OF DELIVERY

Deliverable 5.1: All the deliverables must be ready for shipping within 30 days after Contract Award.

7. DELIVERY LOCATION

Defence Research and Development Canada – Ottawa Research Centre
Building 29
3701 Carling Avenue
Ottawa, Ontario
K1A 0Z4
Canada



ANNEX B - BASIS OF PAYMENT

The Contractor will be paid in accordance with the following:

Deliverable Number	Description	Qty.	Unit Price	Total Extended Price
5.1	SMCV100V Vector Signal Generator Base Unit	1		
Sub-Total				\$
Applicable Taxes				\$
Total Price				\$