

Défense nationale 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)

Attention: Rogelio Orsetti, Procurement Officer

By email to: 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 indique(s).

Comments - Commenataires

THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT

CE DOCUMENT NE CONTIENT AUCUNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

Solicitation Closes / L'invitation prend fin:

At / à : 02.00 PM EDT

On / le : 27 OCT 2022

| Title / Titre: | Solicitation No / No de l'invitation: | | | |
|--|---------------------------------------|--|--|--|
| High Performance Software | W6369-22-X036 | | | |
| Defined Radio Equipment | | | | |
| Date of Solicitation / Date de l'invitation: | | | | |
| 13 October 2022 | 13 October 2022 | | | |
| Address Enquiries to – Adresser toutes | questions à: | | | |
| Rogelio Orsetti by email to: | Rogelio Orsetti by email to: | | | |
| Rogelio.Orsettipetrocelli@forces.gc.ca | | | | |
| Telephone No. / Nº de téléphone: FAX No / No de fax: | | | | |
| Telephone No. / Nº de téléphone: | FAX No / No de fax: | | | |
| Telephone No. / Nº de téléphone: 613-715-0853 | FAX No / No de fax: | | | |
| | FAX No / No de fax: | | | |
| 613-715-0853 Destination: Defence Research and Development | | | | |
| 613-715-0853 Destination: | | | | |

Instructions:

3701 Carling Avenue

Ottawa, ON

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

| 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) / Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie): | | | |
| Name / Nom: | Title / Titre: | | |
| | | | |
| Signature: | Date: | | |
| | | | |
| | | | |
| | | | |

TABLE OF CONTENTS

| PART 1 | - GENERAL INFORMATION | 3 |
|--|---|--|
| 1.1 1.2 1.3 | SECURITY REQUIREMENTS STATEMENT OF REQUIREMENT DEBRIEFINGS | 3 |
| PART 2 | - BIDDER INSTRUCTIONS | 4 |
| 2.1 2.2 2.3 2.4 2.5 | STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS SUBMISSION OF BIDS ENQUIRIES - BID SOLICITATION APPLICABLE LAWS BID CHALLENGE AND RECOURSE MECHANISMS | 4 5 5 |
| PART 3 | - BID PREPARATION INSTRUCTIONS | 6 |
| 3.1 | BID PREPARATION INSTRUCTIONS | 6 |
| PART 4 | - EVALUATION PROCEDURES AND BASIS OF SELECTION | 7 |
| 4.1 4.2 | EVALUATION PROCEDURES BASIS OF SELECTION | |
| PART 5 | - CERTIFICATIONS AND ADDITIONAL INFORMATION | 8 |
| 5.1 5.2 | CERTIFICATIONS REQUIRED WITH THE BID CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION | - |
| PART 6 | - RESULTING CONTRACT CLAUSES | 9 |
| $\begin{array}{c} 6.1 \\ 6.2 \\ 6.3 \\ 6.4 \\ 6.5 \\ 6.6 \\ 6.7 \\ 6.8 \\ 6.9 \\ 6.10 \\ 6.11 \\ 6.12 \\ 6.13 \\ 6.14 \end{array}$ | SECURITY REQUIREMENTS | 9 9 9 1 2 2 2 2 2 5 |
| ANNEX | "A" - STATEMENT OF REQUIREMENT1 | 7 |
| ANNEX | "B" – BASIS OF PAYMENT1 | 9 |
| ANNEX | "C" – ELECTRONIC PAYMENT INSTRUMENTS 2 | 0 |

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 under the "Requirement" at Annex "A".

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.

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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Section 2, Procurement Business Number is deleted in its entirety.
- b) Section 5, Submission of Bids Subsection 2(d) is amended as follows:
 - i) Send its bid only to DND / D Svcs C as specified on page 1 of the bid solicitation.
- c) Subsection 5.4 of 2003, Standard Instructions Goods or Services Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 120 days

- d) Section 6, Late Bids is deleted in its entirety.
- e) 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.
- f) Section 08, Transmission by facsimile is deleted in its entirety.
- g) Section 20, Further Information is deleted in its entirety.

2.2 Submission of Bids

Bids must be submitted only to DND / D Svcs C by the date and time indicated on page 1 of the bid 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 Department of National Defence (DND) 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. DND will confirm receipt of documents. It is the responsibility of the Bidder to ensure that its entire 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 date and time to submit their bid and for DND to confirm receipt. Bid documents received after the closing date and time 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 <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse</u> <u>Mechanisms</u>" 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

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

Section I: Technical Bid - one (1) soft copy submitted by email,

Section II: Financial Bid - one (1) soft copy submitted by email,

Section III: Certifications - one (1) soft copy submitted by email.

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

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

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

3.1.1 Electronic Payment of Invoices – Bid

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

If Annex "C" 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.

3.1.2 Exchange Rate Fluctuation

SACC Manual Clause C3011T (2013-11-06), Exchange Rate Fluctuations

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

The following mandatory requirements must be submitted with the bid for evaluation:

(a) Technical compliance herein.

4.1.2 Financial Evaluation

SACC Manual Clause A0222T (2014-06-26), Evaluation of Price - Canadian / Foreign Bidders

4.2 Basis of Selection

A bid must comply with all requirements of the bid solicitation 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 <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the <u>Ineligibility and Suspension Policy</u> (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 "<u>FCP</u> <u>Limited Eligibility to Bid</u>" list available at the bottom of the page of the <u>Employment and Social</u> <u>Development Canada (ESDC) - Labour's</u> website (https://www.canada.ca/en/employment-socialdevelopment/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

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 <u>Standard</u> <u>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.</u>

6.3.1 General Conditions

SACC Manual Clause <u>2010A</u> (2022-01-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

In section 01, **Interpretation**, the definition of "Canada", "Crown", "Her Majesty" or "the Government" is amended as follows:

Delete: Minister of Public Works and Government Services Insert: Minister of National Defence

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from the date of Contract to 31 March 2023 inclusive.

6.4.2 Delivery Date

All the deliverables must be received on or before 31 March 2023.

6.4.3 Delivery Points

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

| Name: | Rogelio Orsetti |
|---------------|--|
| Title: | Procurement Officer |
| Organization: | Department of National Defence, Director Services Contracting 4 (D Svcs C 4) |
| Address: | National Defence Headquarters |

Attention: D Svcs C 4-2-2-2 101 Colonel By Drive Ottawa, Ontario K1A 0K2 Telephone: 613-715-0853 E-mail address: <u>Rogelio.Orsettipetrocelli@forces.gc.ca</u>

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: (to be specified in resulting contract)

| Name: Title: Organization: | |
|----------------------------------|-------------------------------|
| Organization: Address: | National Defense Headquarters |
| Address. | National Defence Headquarters |
| | Attention: |
| | Colonel By Drive |
| | Ottawa, Ontario |
| | 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 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:

| Name: Title: Organization: | |
|----------------------------------|--------------------------------|
| | National Defense Llasdeventers |
| Address: | National Defence Headquarters |
| | Attention: |
| | Colonel By Drive |
| | Ottawa, Ontario |
| | 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 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

The Contractor's Representative for the Contract is: (to be specified in resulting contract)

| Name: Title: Organization: Address: | |
|--|--|
| Telephone: E-mail address: | |

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 Annex "B" for a cost of <u>\$_____</u> (amount to be determined at contract award). Customs duties are excluded and 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 Work.

6.6.2 Single Payment

SACC Manual Clause H1000C (2008-05-12), Single Payment

6.6.3 SACC Manual Clauses

SACC Manual Clause B7500C (2006-06-16), Excess Goods

SACC Manual Clause C2000C (2007-11-30), Taxes - Foreign-based Contractor, if applicable.

SACC Manual Clause C2605C (2008-05-12), Canadian Customs Duties and Sales Tax – Foreign-based Contractor, if applicable.

SACC Manual Clause C2608C (2020-07-01), Canadian Customs Documentation, if applicable.

6.6.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s): [List below to be modified in the resulting Contract as indicated by the successful Bidder in its Bid, if applicable]

- 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)

6.7 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 via email to the Technical Authority identified under the section entitled "Authorities" 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 (2022-01-28), General Conditions Goods (Medium Complexity);
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment; and
- (e) the Contractor's bid dated _____.

6.11 SACC Manual Clauses

SACC Manual Clause A9006C (2012-07-16), Defence Contract

SACC Manual Clause G1005C (2016-01-28), Insurance - No Specific Requirement

6.12 Shipping Instructions

For Canadian-based contractors:

1. Delivery will be FCA Free Carrier at _____ (to be specified in resulting contract) 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.

Inbound Logistics Co-ordination Center (ILCC) Telephone: 1-877-877-7423 (toll free) Facsimile: 1-877-877-7409 (toll free) E-mail: <u>ILHQOttawa@forces.gc.ca</u>

- 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;
 - 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 <u>Transportation of</u> <u>Dangerous Goods Regulations</u>, 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.

For foreign-based contractors:

Delivery will be FCA Free Carrier at ______ (to be specified in resulting contract) 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.
 - Insert the following when the Contractor is located in the United States (U.S.): Inbound Logistics Coordination Center (ILCC): Telephone: 1-877-447-7701 (toll free) Facsimile: 1-877-877-7409 (toll free) E-mail: <u>ILHQOttawa@forces.gc.ca</u> OR
 - b. Insert the following when the Contractor is located in United Kingdom (UK) and Ireland: Inbound Logistics United Kingdom (ILUK): Telephone: 011-44-1895-613023, or 011-44-1895-613024, or Facsimile: 011-44-1895-613046 E-mail: CFSUEDetUKMovements@forces.gc.ca In addition, the Contractor must send to ILUK the completed form "Shipping Advice and Export Certificate" by e-mail to: CFSUEDetUKMovements@forces.gc.ca. The shipment of any items above the value of 600 GBP (pound sterling) being exported from the United Kingdom and Ireland will be cleared by DND using Her Majesty's Customs & Excise (HMCE) New Export Systems (NES). The Contractor must comply with HMCE requirements by registering with HMCE or by having a freight forwarder complete the entry. A printed copy of the NES entry Export Declaration clearly displaying the Declaration Unique Consignment Reference Number must be provided by the Contractor and attached to the consignment. The Contractor must ensure that this procedure is carried out for all stores whether they be initial purchase or repair and overhaul export items. HMCE will authorize Canadian Forces Support Unit (Europe) to ship the goods only if the procedure has been adhered to completely and properly by the Contractor. Note: To ensure you receive a reply on any contracting information such as Incoterms etc, always include the e-mail address: ILHQcontract-ILHQcontrat@forces.gc.ca in carbon copy (cc). OR
 - c. Insert the following when the Contractor is located in a country other than Canada, the U.S., the UK and Ireland: Inbound Logistics Europe Area (ILEA): Telephone: +49-(0)-2203-908-1807 or 2748 or 5304 Facsimile: +49-(0)-2203-908-2746 Email: <u>ILEA@forces.gc.ca</u> **Note:** To ensure you receive a reply on any contracting information such as Incoterms etc, always include the e-mail address: <u>ILHQcontract-ILHQcontrat@forces.gc.ca</u> in carbon copy (cc). OR
 - d. Insert the following for U.S. Foreign Military Sales (FMS): Inbound Logistics Coordination Center (ILCC): Telephone: 1-877-447-7701 (toll free) Facsimile: 1-877-877-7409 (toll free) Email: <u>ILHQOttawa@forces.gc.ca</u> Canada is responsible for the carrier selection for shipments of the goods supplied under this FMS contract. Instructions on how to obtain carrier selection from Canada are contained in U.S. Department of Defense 4000.25-8-M, Military Assistance Program Address Directory, and Canadian Special Instructions Indicator (SII). The Contractor must not ship the goods until the SII has been complied with.

- 3. The Contractor must provide the following information to the DND Inbound Logistics contact when arranging for shipment:
 - a. the Contract number;
 - b. consignee address (if multiple addresses, items must be packaged and labeled separately with each consignee address);
 - c. description of each item;
 - d. the number of pieces and type of packaging (e.g. carton, crate, drum, skid);
 - e. actual weight and dimensions of each piece type, including gross weight;
 - f. copy of the commercial invoice (in accordance with clause <u>C2608C</u>, section 4, of the <u>Standard Acquisition Clauses and Conditions Manual</u>) or a copy of the Canada Border Services Agency form Cl1 <u>Canada Customs Invoice</u> (PDF 429KB) (<u>Help on File Formats</u>);
 - g. <u>Schedule B</u> codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
 - h. Canada-United States-Mexico Agreement Certification of Origin (in accordance with clause <u>C2608C</u>, section 2) for the U.S. and Mexico only;
 - i. full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transport Association regulations or the applicable Canadian <u>Dangerous Goods Shipping Regulations</u> and a copy of the safety data sheet.
- 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, the marking of each piece with a Transportation Control Number and customs documentation.
- 5. The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.
- 6. If the Contractor delivers the goods at a place and time that 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.

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.

6.13 Dispute Resolution

(a) The parties agree to maintain open and honest communication about the Requirement 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 "<u>Dispute Resolution</u>".

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 Work 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

High Performance Software Defined Radio Equipment

2. BACKGROUND

DRDC currently requires a high performance software defined radio for lab-based development and experimentation of RF waveforms.

3. ACRONYMS

| DRDC | Defence Research and Development Canada |
|------|---|
| SDR | Software Defined Radio |
| PPS | Pulse Per Second |
| RF | Radio Frequency |
| SOR | Statement of Requirement |
| ТА | Technical Authority |
| | · |

4. **REQUIREMENTS**

4.1 High Performance Software Defined Radio Peripheral

Required quantity: 2

The Contractor must provide the requirement with the following specifications:

| Specifications | Value |
|--------------------|---|
| Instantaneous | Must be greater than or equal to 400 MHz. |
| Bandwidth | |
| Frequency Range | Must cover a minimum range of 100MHz-7.2GHz. |
| Synchronisation | Must provide external PPS + 10Mhz Reference Inputs. |
| Computer Interface | Must have at least one QFSP28 Port supporting 10+100Gigabit Ethernet |
| | allowing full streaming of instantaneous bandwidth to a computer. |
| Host Software | Must have an open source host driver with current, active, out of the box |
| | support for srsRAN and GNURADIO - Host driver integration included with |
| | community support for at least the last two releases in the main branch for |
| | each application – srsRAN 21.04 and 21.10, GNURadio 3.9.2.0 and 3.8.3.1. |

4.2 Accessories

The Contractor must provide the following accessories for requirement 4.1:

| Description | Required quantity |
|-------------------------------------|-------------------|
| Power supply cable (US Mains Power) | 2 |

5. DELIVERABLES

5.1 High Performance Software Defined Radio Peripheral

Delivery of two (2) high performance software defined radio that meets the specifications listed in subsection 4.1 as well as two (2) power supply as listed in subsection 4.2.

6. DELIVERY LOCATION

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

ANNEX "B" – BASIS OF PAYMENT

When completed, Annex B will be considered as the Bidder's Financial Bid.

1.0 General

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

2.0 Cost of High Performance Software Defined Radio

The Firm Unit Price(s) include(s) associated specifications and Deliverables as per Annex "A", FCA Free Carrier, Incoterms 2000:

If discrepancies are found between the unit price and the extended totals, unit price will prevail.

| Item | Item Description | Quantity | Unit Price | Extended Total |
|------|--|----------|------------|----------------|
| 1 | High Performance Software Defined Radio | 2 | | |
| 2 | Power supply cable (US Mains Power) | 2 | | |

ANNEX "C" - ELECTRONIC PAYMENT INSTRUMENTS

The Contractor accepts to be paid by 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)