



National Defence

Défense nationale

National Defence Headquarters
Ottawa, Ontario
K1A 0K2Quartier 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 des contrats de service 4 (DC Svc 4)
Attention: Amy Lee Gönye
By e-mail to / Par courriel :
DSvcsC4Contracting-DCSvcs4Contrats@forces.gc.ca**Proposal To: National Defence Canada**We hereby offer to sell to His Majesty the King 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 le roi 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 – 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 Daylight Time (EDT)

On / le:

18 August 2023

Title / Titre Two (2) Optical Telescopes	Solicitation No. / N° de l'invitation W6369-23-X024
Date of Solicitation / Date de l'invitation 24 July 2023	
Address Enquiries to / Adresser toutes questions à: Amy Lee Gönye by e-mail to/ par courriel à amy.leegonye@forces.gc.ca	
Telephone No. / N° de téléphone	FAX No. / N° de fax
Destination Specified herein. Précisé 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 [Date to be specified in the resulting Contract]	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	4
1.1 SECURITY REQUIREMENTS	4
1.2 STATEMENT OF REQUIREMENT	4
1.3 DEBRIEFINGS	4
1.4 TRADE AGREEMENTS	4
PART 2 - BIDDER INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	4
2.2 SUBMISSION OF BIDS	5
2.3 ENQUIRIES - BID SOLICITATION	6
2.4 APPLICABLE LAWS	6
2.5 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD	6
2.6 BID CHALLENGE AND RECOURSE MECHANISMS	6
PART 3 - BID PREPARATION INSTRUCTIONS	7
3.1 BID PREPARATION INSTRUCTIONS	7
3.2 SECTION I: TECHNICAL BID	7
3.3 SECTION II: FINANCIAL BID	7
3.4 SECTION III: CERTIFICATIONS	8
3.5 SECTION IV: ADDITIONAL INFORMATION	8
ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE	9
ATTACHMENT 2 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS	10
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	11
4.1 EVALUATION PROCEDURES	11
4.2 BASIS OF SELECTION	12
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	12
5.1 CERTIFICATIONS REQUIRED WITH THE BID	12
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	12
PART 6 - RESULTING CONTRACT CLAUSES	13
ARTICLES OF AGREEMENT	13
6.1 SECURITY REQUIREMENTS	13
6.2 REQUIREMENT	13
6.3 STANDARD CLAUSES AND CONDITIONS	13
6.4 TERM OF CONTRACT	13
6.5 AUTHORITIES	14
6.6 PAYMENT	15
6.7 INVOICING INSTRUCTIONS	16
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION	16
6.9 APPLICABLE LAWS	16
6.10 PRIORITY OF DOCUMENTS	16
6.11 DEFENCE CONTRACT	17
6.12 SACC MANUAL CLAUSES	17
6.13 DISPUTE RESOLUTION	17

6.14	SHIPPING INSTRUCTIONS	17
6.15	INSPECTION AND ACCEPTANCE	19
	ANNEX A –STATEMENT OF REQUIREMENT	20
	ANNEX B – BASIS OF PAYMENT	23

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 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 Canada Korea Free Trade Agreement (CKFTA) and 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 \(SACC\) Manual](https://buyandsell.gc.ca/policyand-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policyand-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](#) (2023-06-08), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modification(s):

Section 02, **Procurement Business Number**, is deleted in its entirety;

Section 05, **Submission of bids, subsection 2, paragraph d.**, is deleted in its entirety and replaced with the following:

- d. send its bid only to the Department of National Defence location specified on page 1 of the bid solicitation or to the address specified in the bid solicitation.

Section 05, **Submission of bids, subsection 2, paragraph e.**, is deleted in its entirety and replaced with the following:

- e. ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the bid; and

Section 05, **Submission of bids, subsection 3**, is deleted in its entirety;

Section 05, **Submission of bids, subsection 4**, is amended as follows:

Delete: 60 days
Insert: 90 days

Section 06, **Late bids**, is deleted in its entirety;

Section 07, **Delayed bids**, is deleted in its entirety and replaced with the following:

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 or by epost Connect**, is deleted in its entirety;

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.

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

2.1.1 SACC Manual Clauses

SACC Manual clause B1000T (2014-06-26), Condition of Material - Bid 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.

2.2.1 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 their 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, bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Bid documents **submitted** 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 ten (10) 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: one (1) soft copy submitted by electronic mail; and

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 the Pricing Schedule detailed in Attachment 1 to Part 3.

- (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.

3.4 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 2.5, 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 should complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid its quoted all-inclusive rate (in Can \$).

Deliverable Number	Description	Qty. (A)	Unit Price (B) (CAD)	Total Extended Price (C) (AxB=C) (CAD)
4.1	Optical Telescope Tube Assemblies	2		
4.2	Accessories for Requirement 4.1 <ul style="list-style-type: none"> - Corrector lens or focal extender to change telescope focal length by at least 12 - Focal reducer compatible with telescope - Finderscope with attachment rings and adapter - Dew Heater for minimum 20-inch aperture telescope - Electronic focuser for minimum 20-inch aperture telescope - Flexible elastic shroud for 20-inch telescope for truss upper cage - Piggy back Dovetail bracket for 20" minimum aperture telescope: "D Series" - Balance counterweights and bracket for minimum 20" aperture telescope - Appropriate crating of accessories to ensure goods are protected during transportation 	2		
Sub-Total				\$
Applicable Taxes (if applicable)				\$
Total Price				\$

ATTACHMENT 2 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS

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

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

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 Evaluation Criteria	Instructions to Bidders
	The Bidder must demonstrate in its proposal, that its proposed Optical Telescope and accessories meets all requirements listed below.	The Bidder must demonstrate compliance by providing:
MC1	The proposed Optical Telescope and accessories must meet all of the specifications listed in the Statement of Requirement (SOR), located in Annex "A".	The Bidder must provide a dimensioned line drawing indicating the telescope's overall dimensions, center of mass, offset of optical center line to the mount interface edge, and mount interface dimensions. Dimensions must be clearly marked in metric or imperial units.

4.1.2 Financial Evaluation

The price of the bid will be evaluated as follows:

- (i) Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded; and
- (ii) 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.

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.

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.

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

A bid must comply with the 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 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>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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 item(s) detailed under the Requirement at "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 Services Canada.

6.3.1 General Conditions

2010A (2022-12-01), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract, with the following modification:

- (i) Article 01, Interpretation, "Canada", "Crown", "His Majesty" or "the Government", is deleted in its entirety and replaced with the following:

"Canada", "Crown", "His Majesty" or "the Government"

means His Majesty the King in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

- (ii) Section 09 Warranty of general conditions 2010A is amended by replacing the period of 12 months by 24 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 31 March 2024 inclusive.

6.4.2 Delivery Date

All the deliverables must be ready for shipping no later than 1 February 2024.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

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

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 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.

6.6.3 Payment

- C2000C, Taxes - Foreign-based Contractor
- C2605C, Canadian Customs Duties and Sales Tax - Foreign-based Contractor
- C2608C, Canadian Customs Documentation

6.6.4 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);
- (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:

- (i) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- (ii) 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 **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:

- (i) The Articles of Agreement;
- (ii) The General Conditions 2010A (2022-12-01), General Conditions - Goods (Medium Complexity);
- (iii) Annex A, Statement of Requirement;
- (iv) Annex B, Basis of Payment; and

- (v) the Contractor's bid dated [date to be specified in the resulting contract], as clarified on [date to be specified in the resulting contract, if required], and as amended on [date to be specified in the resulting contract, if required].

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,
SACC Manual clause [G1005C](#) (2016-01-28), Insurance - No specific insurance requirement,
SACC Manual clause [D2025C](#) (2017-08-17), Wood packaging materials, applies to
and forms part of the Contract.

6.13 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](#)".

6.14 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: 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.

[OR]

For foreign-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 Coordination Center (ILCC):
Telephone: 1-877-447-7701 (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 contact when arranging for shipment:
 - a. the Contract number;

2. consignee address (if multiple addresses, items must be packaged and labeled separately with each consignee address);
 3. description of each item;
 4. the number of pieces and type of packaging (e.g. carton, crate, drum, skid);
 5. actual weight and dimensions of each piece type, including gross weight;
 6. copy of the commercial invoice (in accordance with clause [C2608C](#), section 4, of the [Standard Acquisition Clauses and Conditions Manual](#)) or a copy of the Canada Border Services Agency form C11 [Canada Customs Invoice](#) (PDF 429KB) - ([Help on File Formats](#));
 7. [Schedule B](#) codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
 8. Canada-United States-Mexico Agreement Certification of Origin (in accordance with clause [C2608C](#), section 2) for the U.S. and Mexico only;
 9. 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 [Dangerous Goods Shipping Regulations](#) 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.
 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.

6.15 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

TWO (2) OPTICAL TELESCOPES

2. BACKGROUND

Defence Research and Development Canada (DRDC) requires two (2) optical telescopes for tracking Low Earth Orbit (LEO) and Deep Space satellites. The telescopes must be compatible with the existing telescope mount, a Planewave L500.

3. APPLICABLE DOCUMENTS & REFERENCES

[1] Planewave L500 Direct Drive Mount, accessible from:
<https://planewave.com/product/l-500-direct-drive-mount/>, Accessed 9 May 2023

[2] Planewave L500 telescope mount main assembly drawing, <https://planewave.com/wp-content/uploads/2019/02/L500101-L500-MOUNT-MAIN-ASSEMBLY.pdf>, accessed 9 May 2023

4. REQUIREMENTS

4.1 Optical Telescope Tube Assemblies

Required quantity: 2

The Contractor must provide the Optical Telescope Tube Assemblies with the following specifications:

Specifications	Value
Optical aperture diameter	Minimum: 20 inch (504 mm)
Focal length	Minimum: 3300 mm, Maximum: 3600 mm
Operating wavelength	Visible to Near Infrared (VNIR): 400 – 1000 nm
System Transmission	Minimum 85%
RMS Spot size	On axis: maximum of 5 microns 25 mm off axis: maximum of 10 microns
Vignetting	Maximum: 20% measured 25 mm off-axis
Image circle	Minimum: 52 mm
Back focus distance	Minimum: 200 mm, Maximum 250 mm
Optical tube weight	Maximum: 150 lbs (72.5 kg)
Optical assembly overall length ready for robotic mount integration	Maximum: 1325 mm
Optical assembly Overall width including mount interface	Maximum: 725 mm
Central obstruction	Secondary mirror diameter not to exceed 40% of primary mirror diameter

Optical tube material	-Carbon Fiber to minimize focus shift when operating telescope spanning temperatures spanning -30°C to +30°C. -Other materials accepted if demonstrated that thermal focus shift is within 20% of Carbon Fibre.
Power	Auxiliary telescope equipment such as dew heaters or fans must accept 120 VAC to vendor provided power adapters
Focal ratio	Must be compatible with corrector lens / focal extender to extend focal length by minimum 12%
Backplane	Must be compatible with 2" nose piece for Finger Lakes Kepler 4040 Camera
Dovetail accessory accommodation	Telescope assembly must accommodate a Losmandy D astronomy dovetail for piggybacked cameras
Dew prevention	Must provide a dew heater accessory in 5.2
Fans	Optional -Fans must be "field replaceable" if part of telescope assembly
Optical tube construction	Truss style telescope must accommodate a flexible shroud accessory to minimize dust/straylight from entering the optical path.
Integration	-Optical telescope must be compatible with the Planewave L500 mount operating in altitude-azimuth mode centered within a 10.5 ft Ash Dome. -Telescope must be suitable for remote, unattended robotic operation for data acquisition on Earth orbiting satellites without manual adjustment of focus, collimation, or other optical configuration prior to unattended use.
Software	Must provide Software release support and patches (as applicable).
Crating	Appropriate crating of Optical Telescope Tube Assemblies to ensure goods are protected during transportation.

4.2 Accessories

The Contractor must provide the following accessories for requirement 4.1:

Description	Required quantity
Corrector lens or focal extender to change telescope focal length by at least 12%	2
Focal reducer compatible with telescope -Minimum: 0.6X Maximum: 0.7X	2
Finderscope with attachment rings and adapter -Maximum aperture diameter: 60mm -Maximum magnification: 10X	2
Dew Heater for minimum 20-inch aperture telescope -Must come with cables, controller, power adapter	2
Electronic focuser for minimum 20-inch aperture telescope -Must come with hand controller, power supply and operating software	2

-Must be compatible with a Windows 10 (or later) operating system using a USB 2 (or later) interface	
-Must be compatible with 2" nose piece for Kepler KL4040 camera	
-Must accommodate maximum 40 lbs (18.1 kg) of instrument payload capacity	
Flexible elastic shroud for 20-inch telescope for truss upper cage	2
-Must cover length of exposed telescope assembly excepting the light path and aperture	
Piggy back Dovetail bracket for 20" minimum aperture telescope: "D Series"	2
Balance counterweights and bracket for minimum 20" aperture telescope	2
-Must come with Qty (3), 0.5 lb (0.23 kg) weights or combination meeting 1.5 lb (0.68 kg)	
Appropriate crating of accessories to ensure goods are protected during transportation	-

4.3 Customer Support

The Contractor must have monitored customer service (phone or e-mail) to provide hardware, software and technical support as well as troubleshooting during standard business hours.

4.4 Warranty

The Contractor must provide 24 months warranty for items as described in requirements 4.1 and 4.2.

5. DELIVERABLES

5.1 The Contractor must deliver a quantity of 2 for items as described in requirements 4.1 and 4.2.

5.2 The Contractor must provide 1 Operation and Technical Manual with the delivery of the items as described in requirement 4.1 and 4.2 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 by e-mail on a CD or DVD.

6. DATE OF DELIVERY

6.1 All the deliverables must be ready for shipping no later than 1 February 2024.

7. DELIVERY LOCATION

Defence Research and Development Canada – Ottawa Research Centre
 Building 29 – Shipping, Receiving
 3701 Carling Ave
 Ottawa, ON.
 K1A 0Z4
 Canada

ANNEX B – BASIS OF PAYMENT

The Contractor will be paid in accordance with the following:

Deliverable Number	Description	Qty.	Unit Price (CAD)	Total Extended Price (CAD)
4.1	Optical Telescope Tube Assemblies	2		
4.2	Accessories for Requirement 4.1 <ul style="list-style-type: none"> - Corrector lens or focal extender to change telescope focal length by at least 12 - Focal reducer compatible with telescope - Finderscope with attachment rings and adapter - Dew Heater for minimum 20-inch aperture telescope - Electronic focuser for minimum 20-inch aperture telescope - Flexible elastic shroud for 20-inch telescope for truss upper cage - Piggy back Dovetail bracket for 20" minimum aperture telescope: "D Series" - Balance counterweights and bracket for minimum 20" aperture telescope - Appropriate crating of accessories to ensure goods are protected during transportation 	2		
Sub-Total				\$
Applicable Taxes (if applicable)				\$
Total Price				\$