

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**
**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St. / 11, rue Laurier
Place du Portage , Phase III
Core 0A1 / Noyau 0A1
Gatineau
Québec
K1A 0S5
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services 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, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux 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, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet SIGNAL UNDERWATER SOUND (SUS) MK 84	
Solicitation No. - N° de l'invitation W8484-12WA15/A	Date 2012-05-22
Client Reference No. - N° de référence du client W8484-12WA15	
GETS Reference No. - N° de référence de SEAG PW-\$\$QF-100-22800	
File No. - N° de dossier 100qf.W8484-12WA15	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-06-21	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Fowler(100qf), Valerie	Buyer Id - Id de l'acheteur 100qf
Telephone No. - N° de téléphone (819) 956-2415 ()	FAX No. - N° de FAX (819) 956-5650
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: "See Herein"	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address
**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Electronics, Simulators and Defence Systems Div. /Division
des systèmes électroniques et des systèmes de simulation et
de défense
11 Laurier St. / 11, rue Laurier
8C2, Place du Portage
Gatineau
Québec
K1A 0S5

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM	Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	NSN - NNO: 5845-21-892-5363 Signal Underwater Sound (SUS) MK 8 4, Mod 1 NSCM/CAGE - COF/CAGE: 16848 Part No. - N° de la partie: DL300493-2	W1340	W1340	3000	Each	\$	\$		See Herein	

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Contractor must provide the items detailed under the "Requirement" in Schedule 1 and in accordance with the attached Statement of Work.

3. Communications Notification

As a courtesy, the Government of Canada requests that successful bidders notify the Contracting Authority in advance of their intention to make public an announcement related to the award of a contract.

4. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual 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 (2012-03-02) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on Page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by electronic mail to PWGSC will not be accepted.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

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.

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 seven (7) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

A9076T (2007-05-25)

6. Controlled Goods Program

1. As the resulting contract will require the production of or access to controlled goods that are subject to the *Defence Production Act, R.S. 1985, c. D-1*, bidders are advised that within Canada only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: <http://www.cgp.gc.ca> and registration is carried out as follows:

- (a) When the bid solicitation includes controlled goods information or technology, the Bidder must be registered, exempt or excluded under the CGP before receiving the bid solicitation. Requests for technical data packages or

specifications related to controlled goods should be made in writing to the Contracting Authority identified in the bid solicitation and must contain the CGP registration number or written proof of exemption or exclusion of the Bidder and of any other person to whom the Bidder will give access to the controlled goods.

- (b) When the bid solicitation does not include controlled goods information or technology but the resulting contract requires the production of or access to controlled goods, the successful Bidder and any subcontractor who will be producing or accessing controlled goods must be registered, exempt or excluded under the CGP before examining, possessing or transferring controlled goods.
- (c) When the successful Bidder and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the successful Bidder and any subcontractor must, within seven (7) working days from receipt of written notification of contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the successful Bidder has provided proof, satisfactory to the Contracting Authority, that the successful Bidder and any subcontractor are registered, exempt, or excluded under the CGP.

Failure to provide proof, satisfactory to the Contracting Authority, that the successful Bidder and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the resulting contract except to the extent that Canada is responsible for the failure due to delay in processing the application.

2. Bidders are advised that all information on the Application for Registration (or exemption) form will be verified and errors or inaccuracies may cause significant delays and/or result in denial of registration or exemption.

A9130T (2008-12-12)

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

Section I: Technical Bid

Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

Section II: Financial Bid

1.1 Bidders must submit their financial bid in accordance with the Pricing Schedule detailed in Annex "A". The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

1.2 Exchange Rate Fluctuation

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

C3011T (2010-01-11)

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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.

1.1 No Substitute Products

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

B4024T (2006-08-15)

1.2 Evaluation of Price

1. The price of the bid will be evaluated as follows:
 - (a) Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) excluded.
 - (b) Foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and GST or HST excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.
2. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes.

The nominal noon exchange rate given by the Bank of Canada (<http://www.bankofcanada.ca/en/rates/exchform.html>) in effect on the solicitation closing date, or on another date specified in the solicitation, will be applied as a conversion factor to the offers submitted in foreign currency.

3. Bids will be assessed on an FCA Free Carrier basis as per 1.2.1.
4. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

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.

A0069T (2007-05-25)

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

1.1 Federal Contractors Program

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;

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Buyer ID - Id de l'acheteur

100qf

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(d) () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

Further information on the FCP is available on the HRSDC Web site:
<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>.

A3031T (2010-08-16)

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Contractor must provide the items detailed under the "Requirement" in Schedule 1 and in accordance with the attached Statement of Work..

B4008C (2006-06-16)

2.1 Controlled Goods

The contract involves controlled goods as defined by the Controlled Goods Regulations of the *Defence Production Act*. The Contractor must identify those controlled goods to the Department of National Defence.

B4060C (2008-05-12)

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A (2012-03-02), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

All the deliverables must be received **on or before 31 January, 2014**.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Public Works and Government Services Canada
Acquisitions Branch
Electronics, Simulators and Defence Systems Division
11 Laurier Street, Place du Portage III, 8C2, Gatineau, QC K1A 0S5 Canada

Attention: Valerie Fowler
Telephone: 1.819.956.2415

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Buyer ID - Id de l'acheteur

100qf

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CCC No./N° CCC - FMS No/ N° VME

Facsimile: 1.819.956.5650
E-mail: valerie.fowler@tpsgc-pwgsc.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.

5.2 Technical Authority

The Technical Authority for the Contract is: *(To be inserted at Contract Award)*

Attention: _____
Telephone: _____
Facsimile: _____
E-mail _____

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

A1030C (2007-05-25)

5.3 Procurement Authority

The Procurement Authority for the Contract is: *(To be inserted at Contract Award)*

Attention: _____
Telephone: _____
Facsimile: _____
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.

5.4 Contractor's Representative

Company: _____
 Address: _____
 Attention: _____
 Telephone: _____
 Facsimile: _____
 E-mail: _____

6. Payment

6.1 Basis of Payment - Firm Unit Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex "A", for a total contract cost of \$_____. Canadian customs duties and sales tax, if applicable, are extra to the Contract Price and payable by Canada.

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.

6.2 Taxes - Foreign-based Contractor

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

C2000C (2007-11-30)

6.3 Multiple Payments

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; and
- c) the Work delivered has been accepted by Canada.

H1001C (2008-05-12)

6.4 Customs Duties - DND - Importer

1. As the goods to be supplied under the Contract are defence supplies, customs duties on importation to Canada may be remitted under the Tariff Item Number 9982.00.00 of the Schedule to the Customs Tariff.
2. Remission of customs duties payable may be granted under the Tariff Item Number 9982.00.00 when the total contract value of the defence supplies is C\$250,000 or more. This reflects the import value of the goods plus the duty that would be applicable in the absence of the Customs Tariff.
3. The Department of National Defence (DND) will be responsible for prearranging remission on importation or for paying customs duties on importation and applying to Canada Border Services Agency for a refund. DND is also responsible for applying to Public Works and Government Services Canada in good time for the certification required by the Customs Tariff.

C2610C (2007-11-30)

7. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Each invoice must be supported by a copy of the release document.
2. Invoices must be distributed as follows:
 - (a) The original and one (1) copy must be forwarded to the following address for certification and payment.

 - (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
 - (c) One (1) copy must be forwarded to the consignee.

H5001C (2008-12-12)

8. Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

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 insert the name of the province or territory as specified by the bidder in its bid, if applicable).

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) 2010A (2012-03-02), General Conditions - Goods (Medium Complexity);
- (c) Schedule "1" Requirement and Pricing Schedule;
- (d) Annex A - Statement of Work
- (e) the Contractor's bid dated _____.

11. Defence Contract

The Contract is a defence contract within the meaning of the *Defence Production Act, R.S.C. 1985, c. 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*.

A9006C (2008-05-12)

12. Priority Rating - Canadian-based Contractors

1. The Contract concerns a Canadian defence requirement and therefore is eligible to be assigned a "U.S. Priority Rating" for any materials/services imported from the United States which may be required in the performance of the Work. Accordingly, the Contractor must:
 - (a) make an application to the Defence Priorities and Allocations Officer, Public Works and Government Services Canada (PWGSC), either by e-mail at ACQBDefencePriorities.DGAPrioritesdedefense@pwgsc-tpsgsc.gc.ca; or by facsimile: 819-956-1459; and
 - (b) include this clause in subcontracts with Canadian-based contractors, and quote the PWGSC Contract Number indicated in the Contract.
2. Failure to comply with the above may impact on the Contractor's delivery commitments. Therefore, the Contractor is responsible for any breach of the Contract that arises from such a failure.

C2801C (2010-01-11)

- OR -

12. Priority Rating

Canada is a participant in the United States Defense Priorities and Allocations System and this

defence contract is eligible for a priority rating. The Defence Priorities and Allocations Officer, Public Works and Government Services Canada, must advise the Contractor as to the appropriate priority rating within sixty (60) days of the date of the Contract.

C2800C (2010-01-11)

13. 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.

G1005C (2008-05-12)

14. Delivery, Inspection, and Acceptance

14.1 Shipping Instructions (DND) - Canadian-based Contractor

1. Delivery will be FCA Free Carrier at Contractor's facility in _____ 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: 1-877-877-7423 (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 labeled 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 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, the International Air Transport Association regulations or the applicable Canadian Dangerous Goods Shipping Regulations, and a copy of the material 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 labeling, 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 thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

D0037C (2010-01-11)

- OR -

14.1 Shipping Instructions (DND) - Foreign-based Contractors

1. Delivery will be FCA Free Carrier at Contractor's facility in _____ 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.

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: ILHQOttawa@forces.gc.ca

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

Facsimile: 011-44-1895-613047

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.

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)-2451-717199 or 717200

Facsimile: +49-(0)-2451-717189

E-mail: ILEA@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;
 - (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 C2608C, section 4, of the Standard Acquisition Clauses and Conditions Manual) or a copy of the Canada Border Services Agency form CI1, Canada Customs Invoice;
 - (g) Schedule B codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
 - (h) North American Free Trade Agreement Certificate of Origin (in accordance with clause C2608C, 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 Dangerous Goods Shipping Regulations and a copy of the material 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 thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

D0035C (2010-01-11)

14.2 Dangerous Goods/Hazardous Products

1. The Contractor must mark dangerous goods/hazardous products material which is classed as dangerous / hazardous as follows:
 - (a) shipping container - in accordance with the Transportation of Dangerous Goods Act, 1992, c. 34; and
 - (b) immediate product container - in accordance with the Hazardous Products Act, R.S., 1985, c. H-3.
2. The Contractor must provide Material Safety Data Sheets (in English, as a minimum), indicating the NATO Stock Number as follows:
 - (a) three (3) hard copies:
 - (i) one (1) copy to be enclosed with the shipment,
 - (ii) one (1) copy to be mailed to:

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
Attention: DSCO 3-2-3,
 - (iii) one (1) copy to the Technical Authority;
 - (b) one (1) soft copy: on a CD-ROM in ASCII, Rich Text Format (RTF) or common word processing format (i.e. MS Word or WordPerfect) must be mailed to the address provided at paragraph 2(a)(ii); and
 - (c) one (1) soft copy on a CD-ROM in MS Word processing format and one (1) paper copy to be mailed to the Technical Authority, and one (1) electronic copy e-mailed to the Technical Authority.

3. The Contractor will be responsible for any damages caused by improper packaging, labelling or carriage of goods/products.
4. The Contractor must ensure they adhere to all levels of regulations regarding dangerous goods/hazardous products as set forth by federal, provincial and municipal laws and by-laws.
5. The Contractor must contact the consignee (i.e. Supply Depot Traffic Section) at least 48 hours before shipping dangerous goods/hazardous products in order to schedule a receiving time.
6. Electronic and paper copies of the MSDS that include the quantities of each substance contained in a buoy are to be sent via email and mail to the Technical Authority.

D3010C (2007-11-30)

14.3 Quality Assurance Authority (DND) - Canadian-based Contractor

All work is subject to Government Quality Assurance performed at the Contractor's or subcontractor's facility, and at the installation site, by the Director of Quality Assurance, or its designated Quality Assurance Representative (QAR).

Director of Quality Assurance
National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca

Within forty-eight (48) hours of contract award, the Contractor must contact the QAR. The name, location and phone number of the QAR can be obtained from the nearest National Defence Quality Assurance Region (NDQAR) listed below:

Atlantic - Halifax	902-427-7224 or 902-427-7150
Quebec - Montreal	514-732-4410 or 514-732-4477
Quebec - Quebec City	418-694-5998, ext. 5996
National Capital Region - Ottawa	819-994-8973
Ontario - Toronto	416-635-4404, ext. 6081 or 6075
Ontario - London	519-964-5757
Manitoba/Saskatchewan - Winnipeg	204-833-2500, ext. 6574
Alberta - Calgary	403-410-2320, ext. 3830
Alberta - Edmonton	780-973-4011, ext. 2276
Vancouver	604-225-2520, ext. 2466 or 2461
Victoria	250-363-5662

The Contractor is responsible for performing, or having performed, all inspections and tests necessary to substantiate that the material or services provided conform to the requirements of the Contract.

The Contractor must provide, at no additional cost, all applicable test data, all technical data, test pieces and samples as may reasonably be required by the QAR to verify conformity to the requirements of the Contract. The Contractor must forward at its expense such technical data, test data, test pieces and samples to such location as the

QAR may direct.

Quality control, inspection and test records that substantiate conformity to the specified requirements, including records of corrective actions, must be retained by the Contractor for three (3) years from the date of completion or termination of the Contract and must be made available to the QAR upon request.

D5510C (2010-01-11)

- OR -

14.3 Quality Assurance Authority (DND) - Foreign-based and United States Contractor

All work is subject to Government Quality Assurance performed at the Contractor's or subcontractor's facility, and at the installation site, by the Director of Quality Assurance, or its designated Quality Assurance Representative (QAR).

Director of Quality Assurance
National Defence Headquarters
Major-General George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca

If the Contractor has not been contacted by the QAR performing GQA in the Contractor's facility or area within forty-five (45) working days of award of the Contract, the Contractor must notify the Contracting Authority.

Where no official arrangements for mutual GQA have been concluded, the Department of National Defence will arrange for the GQA services to be conducted by a National Quality Assurance Authority acceptable to the Director of Quality Assurance. If the GQA services must be provided on a cost-recovery basis, the costs for the services must be accrued against the Contract and be discharged through separate invoicing.

The Contractor is responsible for performing, or having performed, all inspections and tests necessary to substantiate that the materiel or services provided conform to the requirements of the Contract.

The Contractor must provide, at no additional cost, all applicable test data, all technical data, test pieces and samples as may reasonably be required by the QAR to verify conformity to the requirements of the Contract. The Contractor must forward at its expense such technical data, test data, test pieces and samples to such location as the QAR may direct.

Quality control, inspection and test records that substantiate conformity to the specified requirements, including records of corrective actions, must be retained by the Contractor for three (3) years from the date of completion or termination of the Contract and must be made available to the QAR upon request.

D5515C (2010-01-11)

14.4 ISO 9001:2008 Quality Management Systems - Requirements (QAC Q)

In the performance of the Work described in the Contract, the Contractor must comply with the requirements of:

ISO 9001:2008 - Quality management systems - Requirements, published by the International Organization for Standardization (ISO), current edition at date of submission of Contractor's bid.

It is not intended that the Contractor be registered to ISO 9001; however, the Contractor's quality management system must address all requirements appropriate to the scope of the Work. Only exclusions in accordance with clause 1.2 of ISO 9001 are acceptable.

Assistance for Government Quality Assurance (GQA)

The Contractor must provide the Quality Assurance Representative (QAR) with the accommodation and facilities required for the proper accomplishment of GQA and must provide any assistance required by the QAR for evaluation, verification, validation, documentation or release of product.

The QAR must have the right of access to any area of the Contractor's or subcontractor's facilities where any part of the Work is being performed. The QAR must be afforded unrestricted opportunity to evaluate and verify Contractor conformity with quality system procedures and to validate product conformity with the requirements of the Contract. The Contractor must make available for reasonable use by the QAR the equipment necessary for all validation purposes. Contractor personnel must be made available for operation of such equipment as required.

When the QAR determines that GQA is required at a subcontractor's facilities, the Contractor must provide for this in the purchasing document and forward copies to the QAR, together with relevant technical data as the QAR may request.

The Contractor must notify the QAR of non-conforming product received from a subcontractor when the product has been subject to GQA.

For the design, development or maintenance of software, the Contractor must interpret the requirements of ISO 9001:2008 "Quality management systems - Requirements", according to the guidelines of the latest issue (at contract date) of ISO/IEC 90003:2004 "Software engineering - Guidelines for the application of ISO 9001:2000 to computer software".

D5540C (2010-08-16)

14.5 Release Documents (DND) - Canadian-based Contractor

Unless otherwise directed by the Department of National Defence (DND) Quality Assurance Authority, the signature of the DND Quality Assurance Representative on the release document is not required.

Material must be released for shipment using either DND form CF 1280, Certificate of Inspection and Release, or a release document containing the same information. The Contractor must prepare the release document(s).

For return of repair and overhaul material to the Canadian Forces Supply System Upgrade, use forms DND 2227/DND 2228 in lieu of DND form CF 1280.

D5606C (2007-11-30)

- OR -

14.5 Release Documents (DND) - United States-based Contractor

Material must be released for shipment using a DD Form 250, Material Inspection and Receiving Report, or a release document containing the same information and acceptable to the Quality Assurance Representative. The Contractor must prepare the release document(s).

D5605C (2010-01-11)

- OR -

14.5 Release Documents (DND) - Foreign-based Contractor

Material must be released for shipment using a Certificate of Conformity in accordance with NATO STANAG 4107 which must be prepared by the Contractor.

D5604C (2008-12-12)

14.6 Release Documents - Distribution

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- (a) Copy 1: mail to consignee marked: "Attention: Receipts Officer";
- (b) Copies 2 and 3: with shipment (in a waterproof envelope) to the Consignee;
- (c) Copy 4: to the Contracting Authority;
- (d) Copy 5: to:
 - National Defence Headquarters
 - Mgen George R. Pearkes Building
 - 101 Colonel By Drive
 - Ottawa, ON K1A 0K2
 - Attention: _____
- (e) Copy 6: to the Quality Assurance Representative;
- (f) Copy 7: to the Contractor;
- (g) Copy 8: all non-Canadian contractors to:
 - DQA/Contract Administration
 - National Defence Headquarters
 - Mgen George R. Pearkes Building
 - 101 Colonel By Drive
 - Ottawa, ON K1A 0K2
 - E-mail: ContractAdmin.DQA@forces.gc.ca.

D5620C (2007-11-30)

14.7 Canadian Customs Documentation

General

1. The Contractor must provide two (2) copies of the Canada Customs Invoice (CCI) or two (2) copies of the commercial invoice marked "For Customs Purposes Only".
2. For shipments from the United States and Mexico that are of American, Mexican or Canadian origin, as defined by the North American Free Trade Agreement (NAFTA), the Contractor must provide proof of origin of the goods. This proof must be in the form of a NAFTA Certificate of Origin for goods valued at C\$1,600 or more, or a simple statement on the invoice for goods valued at C\$1,600 or less. In either case, the document must include an original signature and must reference the contract number. For contracts valued at C\$250,000 or more, the proof of origin will not be required.
3. The Contractor must not employ commercial customs brokers to custom clear the goods provided under the Contract, unless authorized by the Canadian Material Support Group / Customs, at National Defence Headquarters, telephone: 613-996-0290, facsimile: 1-800-306-1811 or 613-992-9921.

Completion of Documents

4. The CCI or commercial invoice must include the following information:
 - (a) complete description of the goods being shipped, including the applicable "Schedule B" codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
 - (b) value and terms of sale for each item (e.g. sale, loan, warranty, Incoterms 2000), Including value of repairs, warranty repairs and/or replacement costs;
 - (c) the Contract number and financial codes (use Field 3 on the CCI form);
 - (d) country of origin of goods; and
 - (e) when a NAFTA Certificate of Origin has been prepared, the "Description" field of the CCI or commercial invoice must include a statement confirming that it has been completed and is attached to that invoice.

Distribution of Documents

5. The Contractor must attach the following to shipping container No. 1 of all shipments using a waterproof envelope marked "Canada Customs Documentation":
 - (a) one (1) copy of the CCI or one (1) copy of the commercial invoice as applicable, and;
 - (b) one (1) copy of the NAFTA Certificate of Origin (if applicable).
6. The second copy of each of the above-mentioned forms must be attached to the shipping documents.

14.8 Wood Packaging Materials

All wood packaging materials used in international shipping must conform to the "Guidelines for Regulating Wood Packaging Material in International Trade" - ISPM 15

(International Standards for Phytosanitary Measures - <http://www.spc.int/pps/ispm.htm>).

Pertinent additional information on Canada's import and export programs is provided in the following Canadian Food Inspection Agency policy directives:

D-98-08 - Entry Requirements for Wood Packaging Materials Produced in All Areas Other Than the Continental United States (<http://www.inspection.gc.ca/english/plaveg/protect/dir/d-98-08e.shtml>); and

D-01-05 - The Canadian Wood Packaging Certification Program (CWPCP) (<http://www.inspection.gc.ca/english/plaveg/protect/dir/d-01-05e.shtml>).

D2025C (2008-12-12)

14.9 Excess Goods

The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

B7500C (2006-06-16)

14.10 Incomplete Assemblies

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

D9002C (2007-11-30)

15. Controlled Goods Program

1. As the Contract requires production of or access to controlled goods that are subject to the Defence Production Act, R.S. 1985, c. D-1, the Contractor and any subcontractor are advised that, within Canada, only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: <http://www.cgp.gc.ca>.
2. When the Contractor and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the Contractor and any subcontractor must, within seven (7) working days from receipt of written notification of the contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the Contractor has provided proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP.

Failure of the Contractor to provide proof, satisfactory to the Contracting Authority, that

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Buyer ID - Id de l'acheteur

100qf

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the Contractor and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the Contract except to the extent that Canada is responsible for the failure due to delay in processing the application.

3. The Contractor and any subcontractor must maintain registration, exemption or exclusion from the CGP for the duration of the Contract and in any event for so long as they will examine, possess or transfer controlled goods.

A9131C (2008-12-12)

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Buyer ID - Id de l'acheteur

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100qf

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File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

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Schedule 1- Requirement and Pricing Schedule

Required Item:

Item #	Description	Unit Issue	Quantity	Firm Unit Price	Extended Unit Price
1	Signal Underwater Sound (SUS) MK 84, Mod 1 NSN: 5845-21-892-5363 P/N: DL300493-2 NCAGE: 16848; OR; P/N 120-0775-005 NCAGE: 7A529 SUS are to be manufactured in accordance with Statement of Work 15845-MK84 (DAEPM (M) 2-5-3 dated 27 January 2012.	Each	3,000		
2	Data Items as per the contract Data Requirements List (CDRL) in accordance with Statement of Work 15845-MK84 (DAEPM (M) 2-5-3 dated 27 January 2012)	Lot	1	N/A	N/A
Firm Sub-Total Price					
Goods and Services Tax (GST)					
Customs Duties					
Excise Taxes					
Total Price					

Note:

SUS to be installed in cardboard container packaging and palletized as specified.

Total quantity of 3,000 SUS consists of 3 lots (1,000 each per lot), which shall include 1 set of aircraft drop samples (quantity of 34 each) per lot.

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Delivery/Consignee:

All drop sample signals are to be sent to:

Canadian Forces Maritime Experimental and Test Ranges
3400 Fairwinds Drive,
Nanoose Bay, B.C.
V9P 9J9 Canada

All signals (lot deliveries) are to be sent to:

Superintendent
Canadian Forces Ammunition Depot Bedford
Highway 7
Bedford, NS
B4A 2X0 Canada

15845-MK84(DAEPM(M) 2-5-3)

27 January, 2012

**STATEMENT OF WORK
FOR
PROCUREMENT OF MK 84 MOD 1 SIGNAL UNDERWATER SOUND (SUS)**

1. INTRODUCTION

1.1 The Department of National Defence (DND) has a requirement to procure a quantity of 3000 Mk 84 Mod 1 Signal Underwater Sound (SUS) devices, hereafter identified by the term "Signal". This Statement of Work defines the technical terms of the procurement.

2. OBJECTIVE

2.1 The Department objective is the acquisition of 3000 Signals in accordance with the requirements of this SOW.

3. TASK DESCRIPTION

3.1 The contractor shall produce a total of 3000 Signals in accordance with this contract and General Specification For Signal, Underwater Sound(SUS) Mark 84 MOD 1 dated 9 August 96 as amended by Annex A to this SOW hereafter called the Signal Specification. The Signals shall make up three (3) lots of 1000 units per lot or as further defined in para 4.5 of this SOW. The lot size is inclusive of drop test samples and selected spares.

3.2 All Signals shall be delivered packaged as specified in suitable cardboard cartons with each unit isolated from all other units in the box. The carton shall be of a type acceptable to DND. They shall be palletized as defined under the general conditions of the Production Sonobuoy Specification, Appendix G and the requirements of this contract.

3.3 The SUS units shall when launched, in accordance with the normal launch procedures and techniques, meet all specification and performance criteria set forth in the contract, this SOW and all relevant contractual documents and specifications.

4. ORDERING DATA

The following information is provided to further define the SUS requirement.

4.1 Specification:

- a. General Specification for Signal Underwater Sound (SUS) Mark 84 Mod 1 dated 9 August 96; and
- b. Production Sonobuoy Specification (PSS) for Bathythermograph Transmitting Set AN/SSq-36B and Sonobuoys AN/SSQ-53E, 57C1, 57C2, 62E, 77B and 86 dated October 15, 1998.

4.2 Configuration Management: The Signal is designated a Configuration Item (CI) and as per the General Specification para 3.1 titled Configuration Management (CM). the contractor shall maintain CM conforming to the PSS Appendix D.

4.3 Nomenclature: The nomenclature of the Signal is: SUS MK-84 MOD 1. The NATO Stock Number (NSN) is 5845-21-892-5363.

4.4 Quality Program: The contractor shall maintain a quality program conforming to the PSS Appendix D.

4.5 Lot Size: The lot size are inclusive of drop samples and spares. Each lot shall consist of 1000 Signals; such that, less the drop sample (including spares), each lot shall consist of 966 Signals. Drop samples shall consist of 32 Signals, two (2) additional Signals shall be supplied as spare units. The Technical Authority may waive the requirement for Lot Size and test the total requirement with one drop sample. This may be done on the basis of the contractor being in current production of material identical to this requirement and successful lot testing granted by the United States Government. This is also contingent on the contractor submitting satisfactory documentation to support this conclusion.

4.6 Drop Test: Drop test samples shall be appropriately packaged and palletized to ensure safe arrival at destination. The marking requirements for drop test and First Article sample packages are waived. Aircraft Drop Tests shall be conducted on all production lots as specified herein and by the contract. The Technical Authority is responsible for determining when and how the sample shall be shipped to the drop test range, although this responsibility will normally be delegated to the government inspector. The Technical Authority/ local government inspector will make every effort to authorize shipment and schedule drop testing as expeditiously as possible. The following instructions for submitting notification of Drop Test Sample shipment shall apply:

4.6.1 The local government inspector shall ensure the predetermined quantity of completely assembled Signals has been randomly selected together with a corresponding quantity of spare units. When the drop sample has been selected, the inspector shall advise the Technical Authority and the Air Drop Test Authority in writing of:

- a. Production Test (PT) number;
- b. Contract serial number;
- c. Sample size;
- d. Lot size (including sample);
- e. Date presented to government inspector for sample selection;

- f. Date and method of shipment;
- g. Serial numbers; and
- h. Any other relevant details.

4.7 Lot Acceptance: A production lot sample of completed Signals shall be submitted to the designated Test Activity for drop testing. The lot sample size shall be in accordance with MIL-STD-105E General Inspection Level I and Single Sampling Plan for Normal Inspection. The criteria for establishing a defect shall be nonconformance with any requirement of the Signal Specification. Defects shall be classified as critical, major, or minor in accordance with MIL-STD 105E. Lot acceptance shall be based on an AQL of 1.5 for acoustic output that corresponds to the selected code and 4.0 for total compliance to requirements in accordance with MIL-STD-105E.

4.8 Lot Rejection: The lot of Signals represented by the sample under test shall be rejected if the number of failures exceeds the limit of the Acceptable Quality Level (AQL) in accordance with MIL-STD-105E. Remaining spares, from rejected lots, shall be returned to the contractor on request, at the contractors expense; otherwise they shall be disposed of to scrap at the termination of the contract. Rejected lots shall be reworked to eliminate all defects prior to resubmitting for testing. Rework plans and resubmission for acceptance testing require approval of the Technical Authority prior to shipment. Instructions for rework are subject to the provisions of the contract.

4.9 Schedule for Rework: Lots that fail acceptance tests may be reworked and resubmitted for retesting as per CDRL 003.

4.10 Material Safety Data Sheets (MSDS) All MSDS associated with the delivered goods will be provided in accordance with CDRL 013. This MSDS delivery is due prior to first product delivery under the contract.

5. PROJECT MANAGEMENT

5.1 Requirements: The project management aspects shall include, as a minimum, the establishing of a quality program, conducting meeting, generating monthly progress reports and liaisons with the DND TA on an as required basis.

5.2 Project Manager - Contractor: The contractor shall appoint a Project Manager (PM) and inform the contracting authority of this appointment at the time of contract award. The Contractors PM will be the point of contact between the Contractor and DND.

5.3 Project Manager - DND: The DND Design Authority (DA) is the Director of Aircraft Engineering and Program Management (Maritime) (DAEPM(M)). The DND Technical Authority (TA) is Mr T.R. Higham, DAEPM(M) 2-5-3 at (613) 991-9842, Fax (613) 998-1097.

5.4 Test Activity /Air Drop Test Authority: The Air Drop Test Authority is Canadian Forces Maritime Experimental and Test Ranges (CFMETR) Sonobuoy Test group. The point of contact at CFMETR is Project Officer Acoustic Systems (POAS), Mr Ted Hix at (250) 468-5006, Fax (250) 756-5055.

5.5 Meeting: A post Contract Award meeting may be convened within approximately 15 working days of contract award to clarify contract related issues. Participants may include representatives of the contractor, DND TA, local Government Quality Assurance representative (QAR), PW&GSC (Contract officer) and DND Procurement Authority.

5.6 Minutes: The contractor shall be responsible for preparing minutes for all contract related meetings.

6. CONTRACT DATA REQUIREMENT LIST (CDRL)

6.1 A consolidated list of data requirements for any applicable qualification program and the production program is attached at Annex B to this SOW and shall constitute para 7 item 0002 of the deliverables.

6.2 CDRL 001 - Requirements for Failure Analysis Reports

The Contractor shall submit Failure Analysis Reports to the Technical Authority in accordance with CDRL 001. In cases where an investigation takes longer than the specified 10 days, an interim report shall be supplied within the 10 days. The local government QAR shall witness all in-plant failure analyses.

6.3 CDRL 002 - Notification Airdrop Test Sample Shipment and Maximum Time for Test

When the drop test sample has been approved by the local government QAR, he will assign a Production Test (PT) number and advise the Technical Authority and CFMETR by e-mail, letter or FAX of the information as defined at CDRL 002. Instructions pertaining to the allocation of the PT number may be obtained from the Technical Authority. Airdrop tests will be carried out within 10 working days.

6.4 CDRL 003 - Proposal for Rework and Resubmission of Failed Lots

Lots that fail acceptance tests shall be reworked and resubmitted for retesting in accordance with CDRL 003.

The following conditions shall be met before resubmission:

(1) The cause for each defect that occurred during acceptance testing shall be determined;

(2) The local government QAR shall make a random selection of 80 units from the remainder of the lot for screening. This screening sample shall be inspected/tested for each defect that occurred during acceptance testing. REWORK/NO REWORK criteria for the entire lot based on the screening of these 80 units is as follows;

(a) For any individual defect found once (in the sample of 80), up to a total of five different defects: the entire lot will not require rework, but will require resubmission for drop test,

(b) For any individual defect found two or more times (in the sample of 80): the entire lot shall be reworked for each defect cause, and

(c) For any individual defect found once, adding up to a total of six or more: the entire lot will be reworked for the defect or those defects that have the greatest impact on reliable use (mission attainment) as determined by the Technical Authority on review of defect history;

(3) The rework procedure shall be submitted to the Technical Authority through the local government QAR for approval prior to commencement of work;

(4) The entire lot shall be screened for the defect causes scheduled to be reworked. All Signals found with these defects shall be reworked in accordance with the approved procedure;

(5) The lot shall be built up to the lot size specified in the contract at the contractors expense and a random sample selected for subsequent acceptance testing; and

(6) Lots failing acceptance on the second submission may be resubmitted a total of two more times using the procedures in (a) through (c) above on approval of the Technical Authority. Material, parts, or components reclaimed from lots may be reused in accordance with procedures approved by the local government QAR.

6.5 CDRL 004/005/006 - Engineering Change Proposal, Deviations And Waivers

All changes to the product baseline shall be classified in accordance with and shall meet the requirements of the PSS Appendix D. The contractor shall, on an as required basis, identify all type changes approved and implemented during the contract. Engineering change proposals for Class I and II changes shall be made in accordance with CDRL 004. Requests for deviations or waivers shall be submitted in accordance with CDRL 005 and CDRL 006 respectively and shall not be incorporated or acted upon until approved by the Technical Authority. When the proposed change(s) could affect compliance with this specification, the Technical Authority shall have the option of requiring the contractor to furnish Signals incorporating such changes for retesting in full or in part prior to change approval. The Technical Authority will notify the contractor of the quantity of Signals (not to exceed a service approval quantity of five units), specific engineering information and of accessory materials required for adequate evaluation of the proposed change.

6.6 CDRL 007 - Design Data, Drawings and Calculations

The equipment covered by the Signal Specification is designated as a configuration item, which requires product configuration identification (PCI) in the form of technical documentation. In accordance with CDRL 007, this documentation, which shall remain under the custody and control of the contractor. All changes to the approved equipment PCI shall be made in accordance with this contract. A complete set of drawing including mechanical layout, schematics and parts list updated to reflect the Signal being delivered at item 0001, shall be retained by the contractor and made available

to DND for a period of 3 years after final delivery of the contract. This documentation or portions thereof may be requested by the Technical Authority prior to production commencement.

6.7 CDRL 008 - Test Plan

In the event of lot failure requiring additional testing, the contractor shall detail all test requirements in accordance with CDRL 008.

6.8 CDRL 009 - Monthly Progress Reports.

IF requested the contractor shall provide Company formatted monthly progress reports that shall identify the elements that impact product delivery and testing, including test results.

6.9 CDRL 010 - Minutes of Meetings

The contractor shall prepare and forward copies of the minutes of all meetings within 10 working days of that meeting.

6.10 CDRL 011 - Certificate of Compliance Production Lots

The contractor shall provide a Certificate of Compliance subsequent to lot acceptance that the lot has complied with all requirements of the contract and relevant specifications.

6.11 CDRL 012 - Packing and Palletizing Design

Contractors responding to the Request for Proposal (RFP) shall submit a Packing and Palletizing Design as part of the proposal package. This shall include as a minimum, drawings showing materials, instructions and inspection criteria and shall be of a type acceptable to DND.

6.12 CDRL 013 - Material Safety Data Sheets (MSDS)

In accordance with CDRL 012 the Contractor shall provide an updated cover page identifying the quantities for all hazardous material found within the Signal plus the MSDS's for all the material identified. The validity date of the MSDS must be less than 3 years old. Should the validity of any of the individual material MSDS be older 3 years, it is acceptable for the validity to be certified by the Signals OEM on the MSDS cover sheet. This MSDS is due prior to first product delivery under the contract and is to be dated for the first year of the contract.

7 DELIVERABLES

7.1 The deliverable products shall be:

Number	Description	Quantity
Item 0001	Signal Underwater Sound Mk 84 Mod 1 installed in cardboard container packaging and palletized as specified. Item 0001 shall include Aircraft drop samples	3000
Item 0002	Data Items as per the Data Requirements List at Annex B to this Sow	lot

7.2 Consignee

7.1 The consignee for item 0001 shall be to CFAD Bedford. Item 0002 shall be as defined in Annex B and/or the contract.

ANNEX A

To: 15845-MK84(DAEP(M) 2-5-3)

Dated: 27 January 2012

AMENDMENTS TO:

General Specification for Signal, Underwater Sound (SUS) Mark 84 MOD 1 Dated
9 August 1996

1. Paragraph 2. APPLICABLE DOCUMENTS

a. 2.1.1 SPECIFICATIONS: FEDERAL

Delete the following:

WR-54/131B - Weapon Requirement

Add the following:

SPECIFICATIONS: FEDERAL

PPP-B-636J INT Amendment-3(GL) January 1988 Federal Specification Boxes,
Shipping, Fiberboard;

b. Para 2.1.2 Other Government Documents:

Delete the following:

DOCUMENTS

Production Sonobuoy Specification (PSS) 1 Aug 96

DRAWINGS - all

Add the following:

DOCUMENTS

Production Sonobuoy Specification (PSS) October 15 1998

STANDARDS MILITARY

MIL-STD-105E Sampling Procedures and Tables for Inspection by Attributes

2. Para 2.2: **Add the following sentence:**

In addition, the General and Supplemental Conditions of the contract and SOW
shall have precedence over any specification.

3. Para 4.5 and 4.6: **Delete in their entirety and insert the following:**

Para 4.5 Inspection of Packing and Palletizing: Inspections shall be conducted by the contractor to ensure that the requirements of the DND approved Packing and Palletizing Design in terms of material, workmanship and marking are satisfied.

4. Para 5.1 Preservation and Packaging: **Delete in its entirety and insert the following:**

5.1 Packing and Palletizing: Contractors responding to the Request for Proposal (RFP) shall submit a Packing and Palletizing Design as part of the proposal package. This shall include as a minimum, drawing showing materials, instructions and inspection criteria. Packing shall be in suitable cardboard cartons conforming to specification PPP-B-636J or equivalent specification acceptable to DND. Each Signal unit shall be isolated from all other units in the box. Palletizing shall be constructed of a suitable building material conforming to the requirements of the PSS appendix G or equivalent specification and be of a type acceptable to DND. DND Technical Authority approval of the Packing and palletizing is required.

5.2 Marking: **Delete in its entirety and insert the following:**

Marking: The packaging shall be marked in accordance with the general terms of the PSS Appendix C. Bar Codes are not required.

AMENDMENTS TO:

Production Sonobuoy Specification Appendix C Section 3 dated Oct 15, 1998; Marking for SUS Mark 84 MOD 1 are as follows:

1. Para 1.1: **amend as follows:**

Replace XXXXXXXXX-XXX with Lot XX/XX. Lot numbers that denote the year of manufacture and the lot number in the form xx/xx (e.g. 99/02). This example denotes a unit manufactured in 1999 for the second lot of the contract. The lot number may be hand stamped but shall be legible.

2. Para 2: **delete, add the following:**

All cartons shall be marked to include, as a minimum, the following information:

- a. Signal NATO Stock Number (NSN) - 5845-21-892-5363;
- b. Signal Nomenclature - MK-84 MOD 1, SIGNAL, UNDERWATER SOUND, NON-EXPLOSIVE;
- c. Weight (packaged) (e.g. X.X Lbs. / X.X KGs);
- d. Manufacture Code;
- g. Date packed, month and year (e.g. 09-99);
- f. Contract Serial Number, (e.g. W8484-9-WC02); and
- e. Lot number (e.g. 99/01).

3. Para 5: **delete in its entirety.**

ANNEX B

To: 15845-MK84 (DAEPM(M) 2-5-3)

Dated: 27 January 2012

CONTRACT DATA REQUIREMENT LIST

Data#	Description	Qty	Addressees	Frequency
001	Failure Analysis Report	1	DAEPM(M) 2-5-3	NLT 10 days after receipt of the failed unit by contractor.
002	Notification of Air Drop Sample shipment	4	DAEPM(M) 2-5-3 CFMETR	NLT 7 days prior to shipment.
003	Proposal for rework and resubmission	1	DAEPM(M) 2-5-3 PWGSC Local Gvt QAR	NLT 14 days after Failure Analysis.
004	Engineering Change Proposal	3	DAEPM(M) 2-5-3 PWGSC Local Gvt QAR	As required.
005	Request for Deviation	3	DAEPM(M) 2-5-3 PWGSC Local Gvt QAR	As required.
006	Request for Waiver	3	DAEPM(M) 2-5-3 PWGSC Local Gvt QAR	As required.
007	Design Data, Drawings and Calculations	1	DAEPM(M) 2-5-3	Government may request data prior to production start.
008	Test Plan	1	DAEPM(M) 2-5-3 CFMETR	To be delivered 14 days prior to desired test date.
009	Contractors monthly Status Report	4	DAEPM(M) 2-5-3 DLP 7-2-4 PWGSC Local Gvt QAR	As requested by government.
010	Minutes of Meeting	4	DAEPM(M) 2-5-3 DLP 7-2-4 PWGSC Local Gvt QAR	NLT 10 working days after meeting
011	Certificate of Compliance Production Lots	3	DAEPM(M) 2-5-3 Local Gvt QAR	With DD250
012	Packing and Palletizing Design	1	DAEPM(M) 2-5-3	As part of proposal
013	Material Safety Data Sheets	2	DAEPM(M) 2-5-3 DLP 7-2-4	Prior to first deliver