

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 TEMPERATURE DATA LOGGERS	
Solicitation No. - N° de l'invitation W6399-12DG37/A	Date 2012-05-07
Client Reference No. - N° de référence du client W6399-12DG37	
GETS Reference No. - N° de référence de SEAG PW-\$\$HN-438-60411	
File No. - N° de dossier hn438.W6399-12DG37	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-06-18	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Tremblay, Marthe	Buyer Id - Id de l'acheteur hn438
Telephone No. - N° de téléphone (819) 956-3027 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

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

Issuing Office - Bureau de distribution

Electrical & Electronics Products Division
11 Laurier St./11, rue Laurier
6B1, Place du Portage, Phase III
Gatineau, Québec K1A 0S5

Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
W3048	DEPARTMENT OF NATIONAL DEFENCE ATTN BLDG 14 SUPPLY 8355 FRANKTOWN RD RICHMOND Ontario K0A2Z0 Canada	W6399	DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. ATTN: JOYCE HARPER, DLP 5-3-5 PROC OTTAWA Ontario K1A0K2 Canada
W6448	DEPARTMENT OF NATIONAL DEFENCE 46 CENTURION RD UNIT Z-106 P.O.BOX 9999 STN MAIN PETAWAWA Ontario K8H2X3 Canada	W6399	DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. ATTN: JOYCE HARPER, DLP 5-3-5 PROC OTTAWA Ontario K1A0K2 Canada

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	Temperature Recorder (16MB) or Equivalent P/N: Part # MD5300 - OEM TomKey, Delivery Dates:On or before September 26, 2012, Destination: 1 - CANSOFCOM- Petawawa, Ontario, Destination: 2 - Department of National Defence Richmond, Ontario • Or Equivalent: _____ • Proposed Manufacturer: _____ •	W6448 W3048 Total	W6399 W6399	50 200 250	Each Each Each	\$ \$ \$	XXXXXXXXXXXXX XXXXXXXXXXXXX XXXXXXXXXXXXX	See Herein See Herein	

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
2	Temperature Recorder Software or E quivalent P/N:Part # MD5032 - OEM TomKey, Delivery Dates:On or before September 26, 2012, Destination: 1 - CANSOFCOM- Petawawa, Ontario, Destination: 2 - Department of National Defence Richmond, Ontario • • Or Equivalent: _____ • Proposed Manufacturer: _____	W6448 W3048 Total	W6399 W6399	1 1 2	Each Each Each	\$ \$ \$	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX	See Herein See Herein	

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Security Requirement
2. Requirement
3. Debriefings

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection
3. Security Requirement

PART 5 - CERTIFICATIONS

1. Certifications Precedent to Contract Award and Certifications Required with the Bid

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Requirement
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. Defence Contract

Solicitation No. - N° de l'invitation

W6399-12DG37/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hn438

Client Ref. No. - N° de réf. du client

W6399-12DG37

File No. - N° du dossier

hn438W6399-12DG37

CCC No./N° CCC - FMS No/ N° VME

-
12. SACC Manual Clauses
 13. SACC Manual Clauses (Delivery)

List of Annexes: Annex "B" Bid Evaluation Process

PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The contractor will be required to provide the goods in accordance with the requirements stated and in the quantities stated at pages **3 to 4**.

2.1 Delivery Requirement

Delivery is requested to be completed on or before **September 26, 2012**.

2.2 Delivery Offered

While delivery is requested as indicated above, the best delivery that could be offered is_____.

2.3 Contractor Representatives

Name and telephone number of the person responsible for :

General enquiries

Name: _____
Telephone: _____
Facsimile: _____
E-mail: _____

Delivery follow-up

Name: _____
Telephone: _____
Facsimile: _____
E-mail: _____

Solicitation No. - N° de l'invitation

W6399-12DG37/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hn438

Client Ref. No. - N° de réf. du client

W6399-12DG37

File No. - N° du dossier

hn438W6399-12DG37

CCC No./N° CCC - FMS No/ N° VME

3. Debriefings

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be 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* (<https://buyandsell.gc.ca/policy-and-guidelines/>) 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.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days
Insert: ninety (90) calendar days

Section 8 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Insert: Upon request by Canada, the bidder must send written confirmation of the bid within five (5) working days.

1.1 SACC Manual Clauses

SACC Reference	Section	Date
A9033T	Financial Capability	2011-05-16
B1000T	Condition of Material	2007-11-30

1.2 Equivalent Products

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
 - (a) designates the brand name, model and/or part number of the substitute product;
 - (b) states that the substitute product is fully interchangeable with the item specified;
 - (c) provides complete specifications and descriptive literature for each substitute product;
 - (d) provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
 - (e) clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
2. Products offered as equivalent in form, fit, function and quality will not be considered if:
 - (a) the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
 - (b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

1.3 Technical Documentation

TECHNICAL/DESCRIPTIVE LITERATURE MUST BE SUBMITTED AS PART OF THE BID PACKAGE PRIOR TO THE BID CLOSING DATE. FAILURE TO COMPLY WILL RENDER YOUR BID NON-RESPONSIVE. NOTE: NO EQUIVALENT PRODUCT IS CONSIDERED ALWAYS ACCEPTABLE.

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.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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.

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)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

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

Section I: Technical Bid (2 hard copies)

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid (1 hard copy)

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

1.1. 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.

1.2 Pricing Basis

The bidder must quote firm unit prices in Canadian dollars, DDP Delivered Duty Paid CANSOFCOM, Petawawa, Ontario, Department of National Defence, Richmond, Ontario, the Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) extra, as applicable. Freight charges to destination and all applicable Custom duties and Excise taxes must be included.

Section III: Certifications (1 hard copy)

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.

Evaluation Criteria

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation see **Annex"B"**.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

The following **Mandatory** factors will be taken into consideration in the evaluation of each bid:

- **Technical compliance (description of items 001 to 002 from pages 3 to 4 herein);**
- **Bid Evaluation Process Annex"B"**
- **Acceptance of terms and conditions as mentioned in the bid solicitation;**
- **Completion of the proposal;**

1.2 Financial Evaluation

The following **Mandatory** factors will be taken into consideration in the evaluation of each bid:

Compliance with Pricing Basis;

The Bid price will be determined by processing items 001 to 002 at pages 3 to 4 as follows:

- a. Sum of all items total price (unit price x qty.);

1.3 Conditions/Certifications Precedent to Contract

Federal Contractors Program as specified in Part 5;
Financial Capability as specified at Part 2, para 1.1.;

Solicitation No. - N° de l'invitation

W6399-12DG37/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hn438

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W6399-12DG37

hn438W6399-12DG37

2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price on an item by item basis will be recommended for award of a contract.

ART 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.

OPTION 1

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 - Certification

Federal Contractors Program - over \$25,000 and below \$200,000

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;
- (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.

Signature

Date

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The contractor will be required to provide the goods in accordance with the requirements stated and in the quantities stated at pages 3 to 4.

2.1 SACC Manual Clauses

SACC Reference	Section	Date
B1501C	Electrical Equipment	2006-06-16
B7500C	Excess Goods	2006-06-16

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* (<https://buyandsell.gc.ca/policy-and-guidelines/>) 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.

Section 9 of 2010A, General Conditions - Goods (Medium Complexity), is amended as follows:

Delete: twelve (12) months

Insert: twenty-four (24) months

3.2 SACC Manual Clauses

SACC Reference	Section	Date
C2800C	Priority Rating	2010-01-11
C2801C	Priority Rating - Canadian Contractors	2010-01-11

4. Term of Contract

4.1 Delivery Date

All the deliverables must be received on or before _____ (Delivery as offered and as accepted will be inserted at contract award).

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Marthe Tremblay
Procurement Officer
Public Works and Government Services Canada
Acquisitions Branch
Logistics, Electrical, Fuel and Transportation Directorate
"HN" Division
7B3, Place du Portage, Phase III
11 Laurier Street
Gatineau, QC, K1A 0S5

Telephone: (819) 956-3027

Facsimile: (819) 953-4944

E-mail address: marthe.tremblay@pwgsc-tpsgc.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:

Name: will be inserted at contract
Title: will be inserted at contract
Telephone: (xxx) xxx-xxxx
Facsimile: (xxx) xxx-xxxx
E-mail: will be inserted at contract

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.

5.3 Contractor's Representative

Name and telephone number of the person responsible for:

General Enquiries

Name: will be inserted at contract
Telephone: will be inserted at contract
Facsimile: will be inserted at contract
E-mail: will be inserted at contract

Delivery Follow-up

Name: will be inserted at contract
Telephone: will be inserted at contract
Facsimile: will be inserted at contract
E-mail: will be inserted at contract

6. Payment

6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), as specified in the contract for a cost of \$ _____ (insert the amount at contract award). Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

6.3 SACC Manual Clauses

SACC Reference	Section	Date
G1005C	Insurance	2008-05-12
H1000C	Single Payment	2008-05-12

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 contain the following information:

- (a) Date;
- (b) Name and address of consignee;
- (c) Item/reference number, deliverable and/or quantity or description of work;
- (d) Contract/purchase order serial number and financial codes;
- (e) All separate charges detailed individually
- (f) The amount invoiced
- (g) Client Reference Number(CRN);
- (h) The Contractor's Vendor Code or Procurement Business(PBN)

2. Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to this address for certification and payment.

**DEPARTMENT OF NATIONAL DEFENCE HEADQUARTERS
CANADIA SPECIAL OPERATIONS FORCES
COMMAND(CANSOFCOM)
COS FD
101 COLONEL BY DRIVE
OTTAWA, ONTARIO K1A 0K2
ATTENTION: DLP 5-3-5**

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

**Department of Public Works and Government Services
"HN" Division
7B3 Place du Portage, Phase III
11 Laurier Street
Gatineau, QC
K1A 0S5
ATTENTION: Marthe Tremblay**

8. **Certifications**

- 8.1 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**.

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) 2010 A (2012-03-02) General Conditions - Goods, (Medium Complexity);
- (c) Requirement;
- (d) Annex "B" Bid evaluation process;
- (e) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s)*)

11. Defence Contract

SACC Manual clause A9006C (2008-05-12) Defence Contract

12. SACC Manual Clauses

SACC Reference	Section	Date
D5545C	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)	2010-08-16

12.1 NATO Commercial and Government Entity Code (NCAGE) Traceability

Material supplied for the items specified in this contract is subject to investigation by Canada. Material which can neither be demonstrated by the contractor as having originated directly from the NCAGE specified for the item in this contract, nor as supplied with the specific written permission of this specified NCAGE, are subject to the following action by Canada.

Canada may either:

- (a) terminate the contract for default with respect to that item, return the item to the Contractor at the Contractor's risk and expense, and demand and receive from the Contractor (who shall forthwith so pay) all procurement and other costs incurred by Canada, including any increased costs required for the purpose of expediting production; or

- (b) retain the item, and demand and receive from the Contractor (who shall forthwith so pay) the difference between the Contractor's costs relating to the item, as determined by Canada, and the costs which, in Canada's opinion, the Contractor would have incurred had it obtained and supplied an item which did not differ in any way from that specifically required under the contract.

13. SACC Manual Clauses (Delivery)

SACC Reference	Section	Date
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D6010C	Palletization	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30

13.1 Shipping Instructions - Delivery at Destination

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

- (a) Delivered Duty Paid (DDP) CANSOFCOM, Petawawa, Ontario, Department of National Defence, Richmond, Ontario, Incoterms 2000 for shipments from a commercial contractor.

13.2 Preparation for Delivery

The Contractor must prepare item number(s) 001 and 002 for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package item number(s) 001 and 002 in quantities of 1 by package.

Solicitation No. - N° de l'invitation

W6399-12DG37/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hn438

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W6399-12DG37

hn438W6399-12DG37

ANNEX "B"

BID EVALUATION PROCESS

BID EVALUATION PROCESS PORTABLE TEMPERATURE DATA LOGGER KITS

1.0 GENERAL

1.1. Purpose

This document outlines the bid evaluation process for the portable temperature data logger kits.

1.2. Instructions

Bidders shall be assessed in accordance with the following instructions and criteria as detailed within this document. The following instructions shall apply to the bidder evaluation:

- (a) Mandatory requirements are identified by the word "shall". All mandatory requirements must be met in order to meet compliance with the requirements;
- (b) Where a standard or specification is required and the bidder offers an equivalent, a Certificate of Compliance shall be provided with the bid;
- (c) Bid submissions shall address all criteria identified in Annex B with complete supporting detail. Insufficient information to substantiate compliance or a nil response may result in the rejection of a response and may result in the bid submission rated as non-compliant. Bid submissions shall provide sufficient documentation (e.g., brochures, pamphlets, test results, etc.) with full explanation and background testing certification, if applicable, in order to show that every aspect of the proposed solution is compliant; and
- (d) Bid submissions shall provide responses in a type written narrative form. Handwritten submissions will not be considered. Bid submissions shall be either hard copy or in electronic format (PDF or Word). Three copies of a completed bid evaluation and supporting documentation shall be provided.

2.0 EVALUATION

2.1. Evaluation Methodology

Contract award shall be based on the lowest cost compliant bid submission. The evaluation will be conducted on the supplied information only. All mandatory criteria must be met or the bid submission will be deemed non-compliant. Failure to provide sufficient detail in the bid submission to evaluate the proposal against the mandatory criteria will also deem the bid non-compliant.

2.2. Certification of Compliance

The bidder shall provide the following with the bid:

Requirement	Proof of Compliance (Yes/No)
<p><u>1. Make and Model</u></p> <p>The portable temperature data logger kits shall be the Tomkey® Recorder 16MB and Software, or equivalent.</p> <p>The portable temperature data logger kits shall meet all the mandatory capabilities as described below:</p>	<p>If equivalent equipment is provided, a certificate of compliance shall be provided that demonstrates that the equipment meets the Department of National Defence's requirements.</p> <p>The Bidder shall provide proof of compliance for each requirement listed from a. to l, with a company brochure, technical specification data and pictures.</p>
1) The data logger kits will have:	Compliant (Yes/No)
a. A size no larger than 4.3 inches high x 1.5" wide x 1.0" long;	
b. Dust and water proof properties in accordance with an Ingress Protection (IP) Rating of 67, or better (as per International Standard IEC 60529);	
c. A Liquid Crystal Display (LCD) screen that allows users to visually verify the status of the equipment and its readings;	
d. Temperature measurement features which includes:	
i. Temperature display in degrees Celsius;	
ii. Temperature reading margin of error of no more than +/- 0.3 degrees Celsius;	

Requirement	Proof of Compliance (Yes/No)
iii. Allow a user to set a temperature range to monitor (i.e., minimum and maximum temperatures); and	
iv. An alarm to alert when temperature falls outside of a specified range.	
e. An operating temperature range of -30 to +80 degrees Celsius;	
f. A battery life of at least 2 yrs at a sampling rate of 1 sample/min	
g. A programmable sampling rate ranging from 1 sample/sec to 1 sample/2 hrs;	
h. A digital memory of no less than 16MB;	
i. An alarm to alert of a low battery;	
j. A programmable and manual logging activation feature	
k. Built-in time and calendar; and	
l. The required software that permits the full use of the temperature data logger.	