

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 0B2 / Noyau 0B2
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 CISCO Switches & Routers	
Solicitation No. - N° de l'invitation W8472-155580/A	Date 2015-02-17
Client Reference No. - N° de référence du client W8472-155580	
GETS Reference No. - N° de référence de SEAG PW-\$\$QE-071-24982	
File No. - N° de dossier 071qe.W8472-155580	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-03-06	Time Zone Fuseau horaire Eastern Standard Time EST
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: Munro, Celine	Buyer Id - Id de l'acheteur 071qe
Telephone No. - N° de téléphone (819) 956-0586 ()	FAX No. - N° de FAX (819) 956-6907
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

Issuing Office - Bureau de distribution

Security and Information Operations Division/Division de
la securite et des operations d'information

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



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
W0100	DEPARTMENT OF NATIONAL DEFENCE MAIN SUPPLY BLDG RECEIPTS OFF. D206 HMC DOCKYARD HALIFAX Nova Scotia B3K5X5 Canada	W8472	DEPARTMENT OF NATIONAL DEFENCE ATTN DGMPEM CAP - DMARP 101 COLONEL BY DR. ATTN: JACKIE SCOTT OTTAWA Ontario K1A0K2 Canada
W2B02	DEPARTMENT OF NATIONAL DEFENCE CFB ESQUIMALT ATTN: RECEIVING BLDG 66 COLWOOD VICTORIA British Columbia V9A7N2 Canada	W8472	DEPARTMENT OF NATIONAL DEFENCE ATTN DGMPEM CAP - DMARP 101 COLONEL BY DR. ATTN: JACKIE SCOTT OTTAWA Ontario K1A0K2 Canada



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
2	NSN - NNO: 5895-01-591-7078 SWITCHING GROUP, DIGITAL DATA UNPACKAGED UNIT LENGTH> 18.000 INCHES NOMINAL UNPACKAGED UNIT WIDTH>17.500 INCHES NOMINAL UNPACKAGED UNIT HEIGHT>1.750 INCHES NOMINAL SPECIAL FEATURES>STACKABLE 48 10/100/1000 ETHERNET PORTS, WITH 350W AC POWER SUPPLY, 1 RU, IPBASE FEATURE SET NSCM/CAGE - COF/CAGE: 0GX96 Part No. - N° de la partie: WS-C3750X-48T-S	W2B02	W8472	12	Each	\$		XXXXXXXXXXXX	See Herein	
3	NSN - NNO: 7025-01-608-9430 INTERFACE UNIT, DATA TRANSFER NSCM/CAGE - COF/CAGE: 0GX96 Part No. - N° de la partie: WS-C3750X-12S-S	W0100	W8472	3	Each	\$		XXXXXXXXXXXX	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
4	NSN - NNO: 7025-01-608-9430 INTERFACE UNIT, DATA TRANSFER NSCM/CAGE - COF/CAGE: 0GX96 Part No. - N° de la partie: WS-C3750X-12S-S	W2B02	W8472	3	Each	\$	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX	See Herein	
5	NSN - NNO: 7025-01-607-3846 INTERFACE UNIT, DATA TRANSFER NSCM/CAGE - COF/CAGE: 0GX96 Part No. - N° de la partie: WS-C3750X-24S-S	W0100	W8472	3	Each	\$	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX	See Herein	
6	NSN - NNO: 7025-01-607-3846 INTERFACE UNIT, DATA TRANSFER NSCM/CAGE - COF/CAGE: 0GX96 Part No. - N° de la partie: WS-C3750X-24S-S	W2B02	W8472	3	Each	\$	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX	See Herein	
7	NSN - NNO: 7025-01-530-9928 INTERFACE UNIT, DATA TRANSFER NSCM/CAGE - COF/CAGE: 0GX96 Part No. - N° de la partie: GLC-GE-100FX	W0100	W8472	9	Each	\$	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
8	NSN - NNO: 7025-01-530-9928 INTERFACE UNIT, DATA TRANSFER NSCM/CAGE - COF/CAGE: 0GX96 Part No. - N° de la partie: GLC-GE-100FX	W2B02	W8472	9	Each	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	
9	NSN - NNO: 7025-01-531-2767 INTERFACE UNIT, DATA TRANSFER NSCM/CAGE - COF/CAGE: 0GX96 Part No. - N° de la partie: GLC-SX-MM	W0100	W8472	84	Each	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	
10	NSN - NNO: 7025-01-531-2767 INTERFACE UNIT, DATA TRANSFER NSCM/CAGE - COF/CAGE: 0GX96 Part No. - N° de la partie: GLC-SX-MM	W2B02	W8472	84	Each	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
12	<p>NSN - NNO: 7025-01-600-7839 INTERFACE UNIT, DATA TRANSFER OVERALL LENGTH»11.620 INCHES NOMINAL OVERALL HEIGHT» 1.730 INCHES NOMINAL OVERALL WIDTH»17.460 INCHES NOMINAL FREQUENCY IN HERTZ» 50.0 MINIMUM AND 60.0 MAXIMUM OPERATING VOLTAGE IN VOLTS»100.0 MINIMUM AND 240.0 MAXIMUM WATTAGE RATING IN WATTS» 135.0 MAXIMUM UNIT DESIGN» DESK TOP PART NAME ASSIGNED BY CONTROLLING AGENCY» CISCO CATALYS 3750 V2 SERIES SWITCHES CARTRIDGE QUANTITY ACCOMMODATED» 27 SPECIAL FEATURES» SWITCH CONFIGURATION: 24 ETHERNET 10/100 PORTS WITH POWER OVER ETHERNET (POE) AND 2 SFP GIGABIT ETHERNET PORTS, 1 RU NSCM/CAGE - COF/CAGE: 0GX96 Part No. - N° de la partie: WS-C3750V2-24FS-S</p>	W2B02	W8472	3	Each	\$	XXXXXXXXXXXX		See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
13	NSN - NNO: 5895-01-533-2678 INTERFACE UNIT, COMMUNICATION EQUIPMENT NSCM/CAGE - COF/CAGE: 0GX96 Part No. - N° de la partie: GLC-T	W0100	W8472	3	Each	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	
14	NSN - NNO: 5895-01-533-2678 INTERFACE UNIT, COMMUNICATION EQUIPMENT NSCM/CAGE - COF/CAGE: 0GX96 Part No. - N° de la partie: GLC-T	W2B02	W8472	3	Each	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	
15	NSN - NNO: 7025-01-551-3298 INTERFACE UNIT, DATA TRANSFER NSCM/CAGE - COF/CAGE: 0GX96 Part No. - N° de la partie: GLC-FE-100FX	W0100	W8472	3	Each	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	
16	NSN - NNO: 7025-01-551-3298 INTERFACE UNIT, DATA TRANSFER NSCM/CAGE - COF/CAGE: 0GX96 Part No. - N° de la partie: GLC-FE-100FX	W2B02	W8472	3	Each	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	

Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
17	NSN - NNO: 7025-01-581-2387 PROCESSOR, GATEWAY GENERAL CHARACTERISTICS ITEM DESCRIPTION» CISCO INTEGRATED ROUTER GEN 2; 1 RU; 2 GE INTEGRATED WAN PORTS; 4 EHWIC INTERFACE SLOTS; 1 INTERNAL SERVICE MODULE SLOT; 2 PVDM SLOTS; 2 USB PORTS; 256MB FLASH MAX; 16 MODULAR LAN SWITCHPORTS; SMALL OFC SECURE VIDEO, VOICE, DATA, APPLICATION SERVICES NSCM/CAGE - COF/CAGE: 0GX96 Part No. - N° de la partie: CISCO 2901/K9	W0100	W8472	3	Each	\$	XXXXXXXXXXXX		See Herein	

Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
18	NSN - NNO: 7025-01-581-2387 PROCESSOR, GATEWAY GENERAL CHARACTERISTICS ITEM DESCRIPTION» CISCO INTEGRATED ROUTER GEN 2; 1 RU; 2 GE INTEGRATED WAN PORTS; 4 EHWIC INTERFACE SLOTS; 1 INTERNAL SERVICE MODULE SLOT; 2 PVDM SLOTS; 2 USB PORTS; 256MB FLASH MAX; 16 MODULAR LAN SWITCHPORTS; SMALL OFC SECURE VIDEO, VOICE, DATA, APPLICATION SERVICES NSCM/CAGE - COF/CAGE: 0GX96 Part No. - N° de la partie: CISCO 2901/K9	W2B02	W8472	3	Each	\$	XXXXXXXXXXXX		See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
19	NSN - NNO: 7025-01-583-8459 INTERFACE UNIT, AUTOMATIC DATA PROCESSING ETHERNET ROUTER 10/100/1000 BASE-T; CISCO LOS IP BASE; FIREWALL PROTECTION; VPN SUPPORT; MPLS SUPPORT; SYSLOG SUPPORT; IPV6 SUPPORT; CLASS-BASED WEIGHTED FAIR QUEUEING (CBWFQ); WEIGHTED RANDOM EARLY DETECTION (WRED) 3U RACK MOUNT NSCM/CAGE - COF/CAGE: 0GX96 Part No. - N° de la partie: CISCO3925/K9	W0100	W8472	3	Each	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	

Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
20	NSN - NNO: 7025-01-583-8459 INTERFACE UNIT, AUTOMATIC DATA PROCESSING ETHERNET ROUTER 10/100/1000 BASE-T; CISCO LOS IP BASE; FIREWALL PROTECTION; VPN SUPPORT; MPLS SUPPORT; SYSLOG SUPPORT; IPV6 SUPPORT; CLASS-BASED WEIGHTED FAIR QUEUEING (CBWFQ); WEIGHTED RANDOM EARLY DETECTION (WRED) 3U RACK MOUNT NSCM/CAGE - COF/CAGE: 0GX96 Part No. - N° de la partie: CISCO3925/K9	W2B02	W8472	3	Each	\$	XXXXXXXXXXXX		See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
23	NSN - NNO: 7025-01-607-3846 Option - Interface Unit, Data Transfer NSCM/CAGE - COF/CAGE: 0GX96 Part No. - N° de la partie: WS-C3750X-24S-S	W0100	W8472	2	Each	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	
24	NSN - NNO: 7025-01-530-9928 Option - Interface Unit, Data Transfer NSCM/CAGE - COF/CAGE: 0GX96 Part No. - N° de la partie: GLC-GE-100FX	W0100	W8472	4	Each	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	
25	NSN - NNO: 7025-01-531-2767 Option - Interface Unit, Data Transfer NSCM/CAGE - COF/CAGE: 0GX96 Part No. - N° de la partie: GLC-SX-MM	W0100	W8472	54	Each	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
26	NSN - NNO: 7025-01-600-7839 Option - Interface Unit, Data Transfer OVERALL LENGTH»11.620 INCHES NOMINAL OVERALL HEIGHT»1.730 INCHES NOMINAL OVERALL WIDTH»17.460 INCHES NOMINAL FREQUENCY IN HERTZ 50.0 MINIMUM AND 60.0 MAXIMUM OPERATING VOLTAGE IN VOLTS»100.0 MINIMUM AND 240.0 MAXIMUM WATTAGE RATING IN WATTS»135.0 MAXIMUM UNIT DESIGN» DESK TOP PART NAME ASSIGNED BY CONTROLLING AGENCY» CISCO CATALYS 3750 V2 SERIES SWITCHES CARTRIDGE QUANTITY ACCOMMODATED» 27 SPECIAL FEATURES» SWITCH CONFIGURATION: 24 ETHERNET 10/100 PORTS WITH POWER OVER ETHERNET (POE) AND 2 SFP GIGABIT ETHERNET PORTS, 1 RUNSCM/CAGE - COF/CAGE: 0GX96 Part No. - N° de la partie: WS-C3750V2-24FS-S	W0100	W8472	2	Each	\$	XXXXXXXXXXXX		See Herein	
27	NSN - NNO: 5895-01-533-2678 Option - Interface Unit, Communication Equipment NSCM/CAGE - COF/CAGE: 0GX96 Part No. - N° de la partie: GLC-T	W0100	W8472	2	Each	\$	XXXXXXXXXXXX		See Herein	
28	NSN - NNO: 7025-01-551-3298 Option - Interface Unit, Data Transfer NSCM/CAGE - COF/CAGE: 0GX96 Part No. - N° de la partie: GLC-FE-100FX	W0100	W8472	2	Each	\$	XXXXXXXXXXXX		See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
29	NSN - NNO: 7025-01-581-2387 Option - Processor, Gateway GENERAL CHARACTERISTICS ITEM DESCRIPTION» CISCO INTEGRATED ROUTER GEN 2; 1 RU; 2 GE INTEGRATED WAN PORTS; 4 EHWIC INTERFACE SLOTS; 1 INTERNAL SERVICE MODULE SLOT; 2 PVDM SLOTS; 2 USB PORTS; 256MB FLASH MAX; 16 MODULAR LAN SWITCHPORTS; SMALL OFC SECURE VIDEO, VOICE, DATA, APPLICATION SERVICES NSCM/CAGE - COF/CAGE: 0GX96 Part No. - N° de la partie: CISCO 2901/K9	W0100	W8472	2	Each	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
30	NSN - NNO: 7025-01-583-8459 Option - Interface Unit, Automatic Data Processing ETHERNET ROUTER 10/100/1000 BASE-T; CISCO LOS IP BASE; FIREWALL PROTECTION; VPN SUPPORT; MPLS SUPPORT; SYSLOG SUPPORT; IPV6 SUPPORT; CLASS-BASED WEIGHTED FAIR QUEUING (CBWFQ); WEIGHTED RANDOM EARLY DETECTION (WRED) 3U RACK MOUNT NSCM/CAGE - COF/CAGE: 0GX96 Part No. - N° de la partie: CISCO3925/K9	W0100	W8472	2	Each	\$		XXXXXXXXXXXX	See Herein	

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Solicitation No. - N° de l'invitation

W8472-155580/A

Amd. No. - N° de la modif.

File No. - N° du dossier

071qeW8472-155580

Buyer ID - Id de l'acheteur

071qe

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

W8472-155580

CCC No./N° CCC - FMS No/ N° VME

-
25. ISO 9001:2008 Quality Management Systems - Requirements (QAC Q)
 26. ISO 9001:2008 - Quality Management Systems - Requirements (Quality Assurance Code C)
 27. Insurance Requirements
 28. Limitation of Liability - Information Management/Information Technology

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ANNEX A - Commercial General Liability Insurance

PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Contractor will supply the items detailed at the Line Item Details attached hereto, all in accordance with the terms and conditions of this Contract.

3. Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to procure up to the additional quantities of items 21 to 30 specify in the Line Item Detail under the same terms and conditions. The Contractor agrees that it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment. This option shall be valid for a period of one (1) year from the date of award of the contract.

4. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days 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 Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

1.1 SACC Manual Clauses

SACC Manual Clause B4024T (2006-08-15) No Substitute Products
SACC Manual Clause D9002C (2007-11-30) Incomplete Assemblies
SACC Manual Clause B7500C (2006-06-16) Excess Goods

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.

Under no circumstances will bids that have not been submitted to the Bid Receiving Unit specified on page 1 be accepted.

3. Enquiries - Solicitation Stage

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) 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, Canada.

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 (1 hard copy).
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 8.5 x 11 inch (216 mm x 279 mm) 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

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

Section II: Financial Bid

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

1.1 SACC Manual Clauses

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. An evaluation team composed of representatives of Canada will evaluate the bids.

The evaluation team will determine first if there are two (2) or more bids with a valid **Canadian Content certification**. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

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

2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Delivered Duty Paid (DDP) Destination, Canadian customs duties and excise taxes included.

3. Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. For all items, the responsive bid with the **lowest aggregated price** will be recommended for award of a single contract. **Bidders are advised that the options will be considered as part of the financial evaluation. Any bid submitted without a bid price for each option will be considered non-responsive and will be rejected.**

PART 5 - CERTIFICATIONS

Bidders **must** provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003

The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#) " list at the time of contract award.

1.3 OEM Certification

- (a) Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware proposed as part of its proposal is required to submit the certification below, which **must** be signed by the OEM (not the Bidder). No Contract will be awarded to a Bidder who is not the OEM of the hardware it proposes to supply to Canada, unless the OEM certification set out below has been provided to Canada.
- (b) If the hardware proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each such OEM.
- (c) For the purposes of this solicitation, OEM means the manufacturer of the hardware, as evidenced by the name appearing on the hardware and on all accompanying Documentation

Original Equipment Manufacturer (OEM) Certification	
The OEM identified below hereby authorizes the Bidder named below to provide it's products under any contract during the validity period specified below.	
<div style="text-align: right; margin-right: 20px;">Signature of authorized signatory of OEM</div> <div style="margin-top: 20px;"> _____ Print Name of authorized signatory of OEM _____ Print Title of authorized signatory of OEM _____ Date Signed _____ Valid Until _____ </div>	
Solicitation Number	
Name of Bidder	
Name of OEM	
Address of OEM	
Name of OEM's Authorized Representative	
Telephone number of OEM's Authorized Representative	
Fax Number of OEM's Authorized Representative	

2. Additional Certifications Required 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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

2.1 Canadian Content Certification

2.1.2 *SACC Manual* clause A3050T (2014-11-27) Canadian Content Definition

2.1.3 *SACC Manual* clause A3063T (2010-01-11) Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.

The Bidder certifies that:

() a minimum of 80 percent of the total bid price consist of Canadian goods as defined in paragraph 1 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the *Supply Manual*.

2.2 Sole Bid - Price Support

1. In the event that your bid is the sole bid received, Government Contract Regulations require that additional price support be provided. In such an instance, acceptable price support can include one or more of the following:

- (a) current published price list indicating the percentage discount available to the Department of Public Works and Government Services; or
- (b) paid invoices for like items (like quality and quantity) sold to other customers; or
- (c) price breakdown showing, if applicable, the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, profit, etc.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement applicable to this Contract.

2. Requirement

The Contractor will supply the items detailed at the Line Item Details attached hereto, all in accordance with the terms and conditions of this Contract.

3. Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to procure up to the additional quantities of items 21 to 30 specify in the Line Item Detail under the same terms and conditions. The Contractor agrees that it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment. This option shall be valid for a period of one (1) year from the date of award of the contract.

4. 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(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

4.1 General Conditions

2010A (2014-11-27) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

4.2 Supplemental General Conditions

4001 (2013-01-28) Hardware Purchase, Lease and Maintenance

5. Term of Contract

5.1 Delivery Date

All the deliverables detailed at "Annex A" will be received by _____. (***Please indicate your best delivery date in calendar days.***)

5.2 Period of Contract

The period of maintenance will be for a period of one year from delivery and acceptance of the hardware.

6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is:

Céline Munro

Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Electronics, Munitions and Tactical Systems Procurement Directorate
11 Laurier Street, PDP III, 8C2
Gatineau, Quebec
K1A 0S5

Telephone: 613-956-0586
Facsimile: 613-956-6907
E-mail address: celine.munro@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.

6.2 Technical Authority

The Technical Authority for the Contract is:

To be inserted at time of 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

6.3 Contractor's Representative

Mr/Ms: _____
Telephone: _____
Facsimile: _____
E-mail: _____

7. Payment

7.1 Basis of Payment

For the Work described in Annex A, Requirement - List of Deliverables.

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm **unit** price(s) detailed herein, in Canadian funds. Delivered Duty Paid (DDP) Destination as per Incoterms 2000, customs duty included, Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

For the firm price portion of the Work only, 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.

7.2 Method of Payment

SACC Manual Clause H1001C (2008-05-12) Multiple Payments

7.3 SACC Manual Clauses

SACC Manual Clause C2000C (2007-11-30) Taxes - Foreign-based Contractor

SACC Manual Clause C2611C (2007-11-30) Customs Duties - Contractor Importer

8. Shipping Instructions - Delivery and Destination Schedules Unknown

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid to the following address. Unless otherwise directed, delivery must be made by the most economical means. Shipping charges must be shown as a separate item on the Contractor's invoice. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.
2. The Contractor must deliver the goods to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.

a. Items 2, 4, 6, 8, 10, 12, 14, 16, 18 and 20

2B1 CF Esquimalt
Esquimalt, B.C.
Telephone: 250-363-4963

b. Items 1, 3, 5, 7, 9, 11, 13, 15, 17, 19 and options 21 to 30

7H1 CF Halifax
Halifax, N.S.
Telephone: 902-427-1441

9. Shipping Instructions - Delivery at Destination

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

Delivered Duty Paid (DDP) Destination as per Incoterms 2000 for shipments from a commercial contractor.

10. Packaging Requirement using Specification D-LM-008-036/SF-000

The Contractor must prepare all items 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 ensure that the manufacturer's and specification numbers appear on each item, either printed on the container or on an adhesive label of highest commercial standard affixed to the container. In addition the outside packaging of all delivered items must indicate "FOR KHSDC/C.001315.

11. SACC Manual Clauses

SACC Manual Clause D2000C (2007-11-30) Marking
SACC Manual Clause D2001C (2007-11-30) Labelling
SACC Manual Clause D2025C (2013-11-06) Wood Packaging Materials
SACC Manual Clause D6010C (2007-11-30) Palletization

12. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Claims cannot be submitted until all work identified in the claim is completed.
2. Claims must be distributed as follows:
 - (a) The original and one (1) copy of the invoice must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - (b) One (1) copy must be forwarded via email to the Contracting Authority identified under Article 7 "Authorities" of the Contract.

13. Certifications

- 13.1** The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if 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.

14. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.

15. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4001 (2013-01-28) Hardware Purchase, Lease and Maintenance;
- (c) the general conditions 2010A (2014-11-27) General Conditions - Goods (Medium Complexity);
- (d) Requirement – Line Item Details;
- (e) Annex A, Commercial General Liability Insurance;
- (f) the Contractor's bid dated _____ (*insert date of bid*).

16. Defence Contract

SACC Manual clause A9006C (2012-07-16) Defence Contract

17. SACC Manual Clauses

SACC Manual Clause C2800C (2013-01-28) Priority Rating

SACC Manual Clause C2801C (2014-11-27) Priority Rating - Canadian Contractors

18. Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

19. Quality Assurance Authority (DND) - Canadian-based Contractor SACC Clause (2014-06-26) D5510C

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 819-939-0168

Ontario - Toronto 416-635-4404, ext. 6081 or 2754
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
British Columbia - Vancouver 604-225-2520, ext. 2460
British Columbia - 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.

20. Quality Assurance Authority (Department of National Defence) - Foreign-based and United States Contractor SACC (2010-01-11) D5515C

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 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.

21. Release Documents – Distribution SACC Clause (2012-07-16) D5620C

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

- a. One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- b. Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- c. One (1) copy to the Contracting Authority;
- d. One (1) copy to:

*National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
Attention: Jackie Scott, D Mar P 2-3-3*

- e. One (1) copy to the Quality Assurance Representative;
- f. One (1) copy to the Contractor; and
- g. For all non-Canadian contractors, one (1) copy 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.

NOTE: For into-plane refuelling contracts b, c and d above are not required

22. Release Documents (Department of National Defence) - Foreign-based Contractor SACC (2008-12-12) D5604C

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

23. Release Documents (Department of National Defence) - United States-based Contractor SACC (2010-01-11) D5605C

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).

24. Release Documents (Department of National Defence) - Canadian-based Contractor SACC Clause (2012-07-16) D5606C

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 Release, Inspection and Acceptance, 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*.

25. ISO 9001:2008 Quality Management Systems - Requirements (QAC Q) SACC Clause (2010-08-16) D5540C

Line Items Details – Items 3, 4, 7, 8, options items 22 and 24

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".

26. ISO 9001:2008 - Quality Management Systems - Requirements (Quality Assurance Code C) SACC Clause (2010-08-16) D5545C

Line Items Details – Items 1, 2, 5, 6, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, options items 21, 23, 25, 26, 28, 29 and 30

The Contractor is responsible for implementing a quality system appropriate to the scope of the work to be performed. It is recommended that the quality system be based on *ISO 9001:2008 "Quality management systems - Requirements."*

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 drawings, specifications and the requirements of the contract. The Contractor must keep accurate and complete inspection records which must, upon request, be made available to the authorized Department of National Defence (DND) representative, who may make copies and take extracts during the performance of the Contract and for a period of one (1) year after the completion of the Contract.

Despite the above, all materiel is subject to verification and acceptance by DND at destination. The authorized DND representative at destination may either be the consignee(s), the Technical Authority, or the Quality Assurance Authority.

27. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex A. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

28. Limitation of Liability - Information Management/Information Technology

1. This section applies despite any other provision of the Contract. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this section, even if it has been made aware of the potential for those damages.

2. First Party Liability:

- (a) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
- (i) any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - (ii) physical injury, including death.
- (b) The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
- (c) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- (d) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (a) above.
- (e) The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
- (i) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - (ii) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (ii) of the greater of **.25** times the total estimated cost meaning the dollar amount shown on the first page of the Contract in the block titled "Total Estimated Cost" shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$ 2,000,000.00.
- In any case, the total liability of the Contractor under paragraph (e) will not exceed the total estimated cost (as defined above) for the Contract or \$ 2,000,000.00, whichever is more.
- (f) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

3. Third Party Claims:

- (a) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- (b) If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (a), with respect to special, indirect, and consequential damages of third parties covered by this section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- (c) The Parties are only liable to one another for damages to third parties to the extent described in this paragraph 3.

ANNEX A
Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.