



National Defence

Défense nationale

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

Quartier général de la Défense nationale  
Ottawa (Ontario)  
K1A 0K2

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

### RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Bid Receiving – PSPC  
11 Laurier Street  
Place du Portage, Phase III  
Core  
Gatineau, Quebec  
K1A 0S5

#### Proposal To: National Defence Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefore.

#### Proposition à : Défense nationale Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

#### Solicitation Closes – L'invitation prend fin

At – à : 15 :00 Eastern Standard Time

On - le : March 15, 2019

<b>Title/Titre</b> Radio Set and Dual Switch	<b>Solicitation No – N° de l'invitation</b> W8486-195646/A
<b>Date of Solicitation – Date de l'invitation</b>	
<b>Address Enquiries to – Adresser toutes questions à</b>  Myriam Zakaib DLP 7-2-3-1 Myriam.Zakaib@forces.gc.ca	
<b>Telephone No. – N° de téléphone</b> N/A	<b>FAX No – N° de fax</b> N/A
<b>Destination</b>  25 Canadian Forces Supply Depot 6363 Notre Dame Est Montréal, QC H1N 3V9 CANADA	

#### Instructions:

**Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.**

**Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.**

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Vendor Name and Address - Raison sociale et adresse du fournisseur	
Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)	
Name/Nom _____	Title/Titre _____
Signature _____	Date _____

---

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 SECURITY REQUIREMENTS .....	3
1.2 REQUIREMENT .....	3
1.3 DEBRIEFINGS .....	3
1.4 TRADE AGREEMENTS .....	3
1.5 CANADIAN CONTENT .....	3
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>3</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	3
2.2 SUBMISSION OF BIDS.....	5
2.3 ENQUIRIES - BID SOLICITATION.....	5
2.4 APPLICABLE LAWS.....	5
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>6</b>
3.1 BID PREPARATION INSTRUCTIONS .....	6
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>8</b>
4.1 EVALUATION PROCEDURES.....	8
4.2.1 BASIS OF SELECTION.....	8
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>8</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID .....	9
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	9
<b>PART 6 - RESULTING CONTRACT CLAUSES .....</b>	<b>10</b>
6.1 SECURITY REQUIREMENTS .....	10
6.2 REQUIREMENT .....	10
6.3 STANDARD CLAUSES AND CONDITIONS.....	10
6.4 TERM OF CONTRACT .....	10
6.5 AUTHORITIES .....	11
6.6 PAYMENT .....	11
6.7 INVOICING INSTRUCTIONS .....	12
6.8 CERTIFICATIONS .....	12
6.9 APPLICABLE LAWS.....	12
6.10 PRIORITY OF DOCUMENTS .....	12
6.11 DEFENCE CONTRACT .....	13
6.12 INSURANCE .....	13
6.13 CONTROLLED GOODS.....	13
6.14 PACKAGING REQUIREMENT.....	13
6.15 QUALITY ASSURANCE.....	13
<b>ANNEX "A" .....</b>	<b>15</b>
REQUIREMENT.....	15
<b>ANNEX "B" .....</b>	<b>17</b>
ELECTRONIC PAYMENT INSTRUMENTS.....	17

## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There are no security requirements applicable to this solicitation.

### **1.2 Requirement**

The requirement is detailed in Annex "A", Line Item Details.

### **1.3 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **1.4 Trade Agreements**

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

### **1.5 Canadian Content**

The requirement is subject to a preference for Canadian goods.

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions 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 (2018-05-22) Standard Instructions – Goods and Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 20(2), Further Information is deleted in its entirety.
- c) Section 06, Late Bids, Is deleted in its entirety;
- d) The text under Section 07, Delayed Bids, is deleted in its entirety and replaced with the following:  

It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.
- e) Subsection 1 of Section 08, Transmission by Facsimile, is deleted in its entirety.

## 2.1.1 SACC Manual Clauses

### 2.1.1.1 Equivalent Products

- 1) This bid solicitation includes requirements to propose equipment (each, a Line Item) that has been specified by a part number in order to ensure compatibility, interoperability and interchangeability with existing equipment owned by Canada.
- 2) Where equipment has been described in this bid solicitation by part number and more than one part number is listed as associated with a single Line Item, equivalency will be assessed against the first part number, referred to as the Item of Supply. Other part numbers listed under that Line Item will be considered to meet the requirement without requiring an assessment as an equivalent product.
- 3) Proposed equipment that is a replacement part number (superseded or obsolete) from the Original Equipment Manufacturer of the Item of Supply listed under a Line Item must be assessed as an equivalent product under this Article, in order to be considered to meet the requirement.
- 4) If a bidder intends to propose a part as an equivalent to a required Item of Supply, and it has or is able to obtain complete specifications for the Item of Supply, it must provide to Canada in its bid this Item of Supply specification, along with the specification established for its proposed equivalent. Canada may instruct the bidder to use the provided Item of Supply specification, or another specification provided by Canada, for the purposes of demonstrating equivalency. If the Item of Supply specification is provided by Canada to the bidder, it will be made available to all bidders at the same time. During the evaluation period, the bidder must provide to Canada an analysis within seven business days of the request to do so, showing a comparison of the specification of its proposed equivalent part with the Item of Supply specification. The analysis must demonstrate that the proposed equivalent part is equivalent in fit, form, function, quality and performance to the required Item of Supply, that it meets any mandatory performance criteria identified in the solicitation, and that the proposed equivalent is fully compatible, interoperable and interchangeable with existing equipment identified in the bid solicitation. If the analysis submitted by the bidder does not demonstrate to the satisfaction of Canada such requirements, the bid will either be declared non-responsive, or will be subject to further evaluation if sampling is requested by Canada.
- 5) It is the responsibility of the Bidder to include all information required to evaluate the proposed equivalent product as described above; however, all bidders acknowledge that Canada will have the right, but not the obligation, to request any additional information during the evaluation that it requires to make a determination regarding the product proposed.
- 6) The bidder must provide the number of samples of its proposed equivalent part requested by Canada, transportation charges prepaid, and without charge to Canada, within three business days from the date of a request by the Contracting Authority:
  - (a) if no specifications for the Item of Supply acceptable to Canada are available for the assessment above, or
  - (b) if, in addition to the evaluation of the analysis submitted under paragraph 1, Canada wishes to perform testing on the proposed equivalent part to make its determination regarding whether the part is equivalent in form, fit, function, quality and performance. Canada also reserves the right to conduct testing regarding other aspects of equivalency, such as durability and interoperability, as compared to the Item of Supply. All tests will be documented by Canada. A sample submitted by a Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If

---

the testing does not demonstrate equivalency with respect to the aspects tested by Canada, the bid will be declared non-responsive.

7) If:

- (a) at least one bid is received proposing an equivalent part,
- (b) no acceptable specifications of the requested Item of supply are provided by the bidder proposing the equivalent,
- (c) no acceptable specifications of the requested Item of Supply are available to Canada, and
- (d) Canada is unable to test a sample for any reason (including that the Item of Supply being procured is new to use, or its interoperable parts are not available for use in testing),

then,

- (i) if there are two (2) or more responsive bids in respect of the Item of Supply (not an equivalent), the evaluation process will be limited to those responsive bids.
- (ii) if there are fewer than two (2) responsive bids, Canada will cancel the bid solicitation and then determine next steps, including whether specifications can reasonably be developed for the Item of Supply required by Canada.

**The following applies for line items 3, 4, and 7 only:**

SACC Manual clause A9130T (2014-11-27), Controlled Goods Program

## **2.2 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 facsimile will not be accepted.

## **2.3 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## **2.4 Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory

---

specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

### **PART 3 - BID PREPARATION INSTRUCTIONS**

#### **3.1 Bid Preparation Instructions**

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

Section I: Technical Bid (1 hard copy)  
Section II: Financial Bid (1 hard copy)  
Section III: Certifications (1 hard copy)  
Section IV: Additional Information (1 hard copy)

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

Bidders may use Attachment 1 to Part 3 to indicate their prices. If Bidders choose to use Attachment 1 to Part 3 to indicate their prices, Bidders must include Attachment 1 to Part 3 in their financial 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) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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 as follows:

Bidders must submit firm prices, Delivered Duty Paid (DDP) at 25 Canadian Forces Supply Depot, Incoterms 2010, Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately.

Bids must be submitted in Canadian dollars.

### **Pricing - Multi-Item Bid Solicitation**

Bidders do not have to quote a price for all items identified in the bid solicitation. However, Bidders must quote a price for all items with identical NATO Stock Numbers in order to be evaluated. Bidders may withdraw one or more items from their bid, after bid closing but prior to contract award, by advising, in writing, the Contracting Authority.

#### **3.1.1 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “B” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “B” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

#### **3.1.2 Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

#### **3.1.3 SACC Manual Clauses**

#### **Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are two 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.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Bidders must provide the Part Number or equivalent as noted in Annex A – Requirement.

#### **4.1.2 Financial Evaluation**

The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) at  
25 Canadian Forces Supply Depot  
6363 Notre Dame Est  
Montréal, QC  
H1N 3V9  
CANADA

Incoterms 2010, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

#### **4.2.1 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.

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless otherwise specified, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

## 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

### 5.1.1 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](#).

5.1.1.1 *SACC Manual* clause [A3050T](#) (2018-12-06) Canadian Content Definition

## 5.2 Certifications Precedent to Contract Award and Additional Information

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

### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](#) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's website](#) ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969#afed](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed)).

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

## **PART 6 - RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### **6.1 Security Requirements**

There is no security requirement applicable to this Contract.

### **6.2 Requirement**

The Contractor must provide the items detailed under the "Requirement" at Annex A.

### **6.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### **6.3.1 General Conditions**

2010A (2018-06-21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract, with the following modifications:

a. Definition of Minister is modified as follows:

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

### **6.4 Term of Contract**

#### **6.4.1 Delivery Date**

All the deliverables must be received on or before January 31, 2020.

#### **6.4.2 Shipping Instructions**

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

1. Incoterms 2010 "DDP Delivered Duty Paid" Montreal.
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.

25 CF Supply Depot Montreal  
Montreal, Québec  
Telephone: 1-866-935-8673 (toll free), or  
514-252-2777, ext. 2363 / 4673 / 4282 E-mail: [25DAFCTrafficRDV@forces.gc.ca](mailto:25DAFCTrafficRDV@forces.gc.ca)

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Myriam Zakaib  
Title: Material Acquisition and Support Officer  
Department of National Defence  
Acquisitions Branch  
Directorate: DLP-7-2-3-1  
Address: 101 Colonel By Drive, Ottawa, ON, K1A 0K2

Telephone: 819-939-7402  
E-mail address: Myriam.Zakaib@forces.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### **6.5.2 Technical Authority**

The Technical Authority for the Contract is:

Name: Maj. Mathieu Couillard  
Title: DLCSPM 3-2  
Organization: DGLEPM 3-2  
Address: 101 Colonel By Drive, Ottawa, ON, K1A 0K2

Telephone: 819-939-6704  
E-mail: Mathieu.CouillardCastonguay@forces.gc.ca

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.

## **6.6 Payment**

### **6.6.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price for a cost of \$[to be inserted at Contract award]. Customs duties are included and Applicable Taxes are extra.

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.

### **6.6.2 Limitation of Price**

SACC *Manual* clause C6000C (2017-08-17), Limitation of Price

### **6.6.3 Terms of Payment**

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

### **6.6.4 Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI);
- c. Wire Transfer (International Only);

### **6.7 Invoicing Instructions**

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

- a. The original and one (1) copy must be forwarded to the consignee.
- b. The original and one (1) copy must be forwarded to the following address for certification and payment:

Department of National Defence  
25 CFSD Montreal  
P.O. Box 4000 Station K  
Montreal, QC H1N 3R9  
Canada  
ATTN : Accounts payable

### **6.8 Certifications**

#### **6.8.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### **6.9 Applicable Laws**

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

### **6.10 Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) 2010A (2018-06-21), General Conditions - Goods (Medium Complexity)
- (c) Annex A, Requirement;
- (d) Annex B, Electronic Payment Instrument
- (e) the Contractor's bid dated [to be inserted at Contract award]

---

### 6.11 Defence Contract

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

### 6.12 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance

### 6.13 Controlled Goods

SACC Manual clause A9131C (2014-11-27), Controlled Goods Program

SACC Manual clause B4060C (2011-05-16), Controlled Goods

### 6.14 Packaging Requirement

The Contractor must prepare 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 package items in quantities of one (1) by package.

SACC Manual clause D2000C (2007-11-30), Markings

SACC Manual clause D2001C (2007-11-30), Labelling

SACC Manual clause D2025C (2017-08-17), Wood Packaging Materials

### 6.15 Quality Assurance

SACC Manual clause D5545C (2010-08-16), ISO 9001:2008 – Quality Management Systems Requirement (Quality Assurance Code C)

Line Item Number 1	NSN: 5820-99-342-4097
Line Item Number 2	NSN: 5820-99-425-3999
Line Item Number 3	NSN: 5820-99-721-8335
Line Item Number 4	NSN: 5820-99-739-4033
Line Item Number 5	NSN: 5965-99-280-7276
Line Item Number 7	NSN: 5930-99-993-5082

SACC Manual clause D5540C (2010-08-16), ISO 9001:2008 – Quality Management Systems Requirement (Quality Assurance Code Q)

D5540C ISO 9001:2008 Quality Management Systems - Requirements (Quality Assurance Code Q) (2010-08-16)

**AND**

D5510C Quality assurance authority (Department of National Defence): Canadian-based contractor (2017-08-17)

**OR**

---

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

**AND**

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

**OR**

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

**OR**

D5606C      Release documents (Department of National Defence): Canadian-based contractor  
(2017-11-28)

**AND**

D5620C      Release Documents - Distribution (2012-07-16)

Line Item Number 6	NSN: 5985-99-664-9730
--------------------	-----------------------

**ANNEX "A"****REQUIREMENT****Line Item Details**

Item / Articles	Part Numbers / Numéro de pièces	Description / Description	Unit of Issue / Unité de distribution	Quantity / Quantité	Quality Assurance Code (CAQ)	Controlled Goods (CT AT or IT AR)
1	PN: H-400-4856-01 or equivalent	Wireless Switch	EA	250	C	NO
2	PN: H-500-4856-01 or equivalent	Carrying Pouch	EA	250	C	NO
3	PN: H-100-4855-01 or equivalent	Receiver-Transmitter Radio	EA	250	C	YES
4	PN: H-200-4856-01 or equivalent	Switch, Color: Green	EA	250	C	YES
5	PN: H-300-4856-01 or equivalent	Headset Electrical	EA	250	C	NO
6	PN: H-520-4855-03 or equivalent	Antenna	EA	250	Q	NO
7	PN: H218-4856-01 or equivalent	Dual Switch	EA	160	C	YES

**ATTACHMENT 1 TO PART 3 OF THE BID SOLICITATION**

**PRICING SCHEDULE**

Item / Articles	Part Numbers / Numéro de pièces	Description / Description	Unit of Issue / Unité de distribution	Quantity / Quantité	FIRM UNIT PRICE: APPLICABLE TAXES EXTRA ///	FIRM PRICE: APPLICABLE TAXES EXTRA ///
					PRIX UNITAIRE FERME : TAXES APPLICABLES EN SUS	PRIX FERME : TAXES APPLICABLES EN SUS
1	PN: H-40004856-01 or equivalent	Wireless Switch	EA	250	A	H = 250 * A
2	PN: H-500-4856-01 or equivalent	Carrying Pouch	EA	250	B	I = 250 * B
3	PN: H-100-4855-01 or equivalent	Receiver-Transmitter Radio	EA	250	C	J = 250 * C
4	PN: H-200-4856-01 or equivalent	Switch, Color: Green	EA	250	D	K = 250 * D
5	PN: H-300-4856-01 or equivalent	Headset Electrical	EA	250	E	L = 250 * E
6	PN: H-520-4855-03 or equivalent	Antenna	EA	250	F	M = 250 * F
7	PN: H218-4856-01 or equivalent	Dual Switch	EA	160	G	N = 160 * G
					Total Evaluated Price / Prix total évalué	O = H + I + J + K + L + M + N
					Applicable Taxes / Taxe applicable	P = O * Applicable Tax Rate
					<b>TOTAL</b>	<b>Q = O + P</b>

Bidders must include a price for each line item. If the cost of an item is \$0.00, Bidders must indicate the cost of the item is \$0.00. If the cost of the item is included in another item, the Bidder must indicate so by including words to that effect. E.g. Price for this item is included in item #x.

**ANNEX "B"**

**ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only)