



**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

Attn: Ron Coutu DAP 5-2-7
Solicitation No/ No de l'invitation:
W8485-195544/A

Bid Receiving Email:
**DAP5Contracting.DOA5Passationdecontrats@
forces.gc.ca**

Bid FAX No – N/A

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 indique(s).

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

At – à : 14 :00 PM EDT – HAE

On - le : 3 June 2019

Title/Titre TEST SET, TRANSPONDER SET	Solicitation No – N° de l'invitation W8485-195544/A
Date of Solicitation – Date de l'invitation 17 May 2019	
Address Enquiries to – Adresser toutes questions à ronald.coutu@forces.gc.ca	
Telephone No. – N° de telephone 819-939-4287	FAX No – N° de fax N/A
Destination 25 CFSD Montreal, FCA Free Carrier Specified Herein Voir les présentes	

Instructions: See herein.

Instructions: Voir les présentes

Delivery required - Livraison exigée ASAP	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

This RFP will require the production of or access to control goods that are subject to Defence Production Act, R.S. 1985, c. D-1, bidders are advised that within Canada only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods.

Visit the link below for steps on how to register in the controlled goods program.

<https://www.tpsgc-pwgsc.gc.ca/pmc-cgp/enregistrement-register/pmcinscrire-cgprester-eng.html>

PART 1 - GENERAL INFORMATION	3
1.1 SECURITY REQUIREMENTS	3
1.2 REQUIREMENT	3
1.3 DEBRIEFINGS	3
1.4 TRADE AGREEMENTS	3
PART 2 - BIDDER INSTRUCTIONS	3
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	3
2.2 SUBMISSION OF BIDS	3
2.3 ENQUIRIES - BID SOLICITATION	4
2.4 APPLICABLE LAWS	4
PART 3 - BID PREPARATION INSTRUCTIONS	4
3.1 BID PREPARATION INSTRUCTIONS	4
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	5
4.1 EVALUATION PROCEDURES	5
4.2 BASIS OF SELECTION	5
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	6
5.1 CERTIFICATIONS REQUIRED WITH THE BID	6
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	6
PART 6 - RESULTING CONTRACT CLAUSES	7
6.1 SECURITY REQUIREMENTS	7
6.2 REQUIREMENT	7
6.3 STANDARD CLAUSES AND CONDITIONS	7
6.4 TERM OF CONTRACT	9
6.5 AUTHORITIES	9
6.6 PAYMENT	10
6.7 INVOICING INSTRUCTIONS	11
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION	11
6.9 APPLICABLE LAWS	11
6.10 PRIORITY OF DOCUMENTS	11
6.11 DEFENCE CONTRACT	12
6.12 CONTROLLED GOODS PROGRAM	12
6.13 SACC <i>MANUAL</i> CLAUSES	12
6.14 CONDITION OF MATERIAL – CONTRACT	14
6.15 PACKAGING REQUIREMENT USING SPECIFICATION D-LM-008-036/SF-000	14
6.16 SHIPPING INSTRUCTIONS/DELIVERY APPOINTMENTS	15
ANNEX “A” – LINE ITEM DETAILS	18

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with the requirement.

1.2 Requirement

The requirement is detailed under Article 6.2 of the resulting contract clauses.

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 fifteen (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) and the North American Free Trade Agreement (NAFTA).

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.

2.1.1 SACC Manual Clauses

SACC *Manual* Clause B1000T (2014-06-26), Condition of Material - Bid

2.2 Submission of Bids

Bids must be submitted only to Canada by the date, time and email indicated on page 1 of the bid solicitation:

DAP5Contracting.DOA5Passationdecontrats@forces.gc.ca

2.2.1 Electronic Submissions

Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed five (5) megabytes may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. Canada will confirm receipt of documents. It is the Bidder's responsibility to ensure that their entire submission has been received. Bidders should not assume that all documents have been

received unless Canada confirms receipt of each document. In order to minimize the potential for technical issues, bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Bid documents **submitted** after the closing time and date will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (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

Due to the nature of the bid solicitation, bids transmitted by epost Connect service, by mail and by facsimile will not be accepted.

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

- Section I: Technical Bid (one [1] electronic copy in Portable Document Format ["PDF"])
- Section II: Financial Bid (one [1] electronic copy in PDF)
- Section III: Certifications (one [1] electronic copy in PDF)
- Section IV: Additional Information (one [1] electronic copy in PDF).

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) page setup;
- (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.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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 in accordance with the Basis of Payment.

Section III: Certifications

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

3.1.1 Exchange Rate Fluctuation

SACC *Manual* Clause C3011T (2013-11-06), Exchange Rate Fluctuation.

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.

4.1.1 Mandatory Technical Evaluation

The Contractor must provide the items detailed at Annex "A" - Line Item Details.

4.1.2 Financial Evaluation

SACC *Manual* Clause A0066T (2007-05-25), Prices Items

Bidders must submit firm prices for all items listed in Annex "A" - Line Item Details.

4.2 Basis of Selection

4.2.1 SACC *Manual* Clause A0272T (2018-08-16), Basis of Selection – Multiple Items

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 aggregate basis will be recommended for award of a contract.

4.2.2

In the event of responsive bids not having lowest evaluated price but having the shortest delivery time for a specific line item, the basis of selection will be based on the shortest delivery time for the component in question. The responsive bid with the shortest delivery time will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions – Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the Forms for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

5.2.3 Price Certification

SACC *Manual* clause C0004T (2007-05-25), Price Certification – Canadian Agency and Resale Outlets

The Bidder certifies that the price proposed

- a. is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both; and
- b. does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity.

SACC *Manual* clause C0008T (2007-05-25), Price Support

The Bidder must provide, on Canada's request, one or more of the following price support, if applicable:

- a. a current published price list indicating the percentage discount available to Canada; or
- b. copies of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d. price or rate certifications; or
- e. any other supporting documentation as requested by Canada.

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

6.1.1 There is no security requirement applicable to the Contract.

6.2 Requirement

The Contractor must provide the items detailed under the "Requirement" at Annex "A" - Line Item Details.

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. the definition of Minister is modified in the:

"Canada", "Crown", "Her Majesty" or "the Government" paragraph in the Interpretation section by replacing "the Minister of Public Works and Government Services" with "the Minister of National Defence". The amended paragraph reads as follows:

The terms "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.

b. Section 31, **Intellectual property infringement and royalties**, is added and reads as follows:

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to [Department of Justice Act](#), R.S. 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
 - a. Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - b. Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - c. the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - d. the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - a. take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - b. modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

- c. take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

6.3.2 Supplemental General Conditions

4001 (2015-04-01), Hardware Purchase, Lease and Maintenance

4003 (2010-08-16), Licensed Software

4004 (2013-04-25), Maintenance and Support Services for Licensed Software

apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received as soon as possible.

6.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" – Line Item Details of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Ron Coutu

Title: Contracting Officer

Department of National Defence (DND)

Directorate: DGAEPM

Address: 101 Colonel By Drive, Ottawa ON K1A 0K2.

Telephone: 819-939-4287

Facsimile:

E-mail address: ronald.coutu@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: _____

Title: _____

Department of National Defence

Directorate: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

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

6.5.3 Contractor's Representative

Name: _____

Title: _____

Address: _____

Telephone: ____-____-____

Facsimile: ____-____-____

E-mail: _____

6.6 Payment

6.6.1 Basis of Payment

SACC *Manual* Clause C0207C (2013-04-25), Basis of Payment – Firm Price, Firm Unit Prices(s) or Firm Lot Price(s).

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex "A" for a cost of \$ _____. Customs duties are excluded 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 Single Payment

SACC *Manual* Clause H1000C (2008-05-12), Single Payment.

6.6.3 SACC Manual Payment Clauses

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

SACC *Manual* Clause C2605C (2008-05-12), Canadian Customs Duties and Sales Tax - Foreign-based Contractor.

6.6.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using the following Electronic Payment Instrument:

Electronic Data Interchange (EDI);

6.7 Invoicing Instructions

SACC *Manual* Clause H5001C (2008-12-12), 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.

2. Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment.

Department of National Defence
25 CFSD Montreal
Box 4000 STN K
Attn: 25 CFSD Invoices Section
Montreal, Quebec H1N 3R9
Canada

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

c. UPON DELIVERY, one (1) copy with shipping details must be sent via email to:

Department of National Defence
Attn: xxxxx.xxxx@forces.gc.ca
DGAEPM / DAP-5,
101 Colonel By Drive, Ottawa ON K1A 0K2

6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.9 Applicable Laws

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

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) DND contract number **(W8485-195544)**;
- (b) the supplemental general conditions:
 - (i) 4001 (2015-04-01) Hardware Purchase, Lease and Maintenance;
 - (ii) 4003 (2010-08-16) Licensed Software;
 - (iii) 4004 (2003-04-25) Maintenance and Support Services for Licensed Software
- (c) the general conditions 2010A (2018-06-21), General Conditions - Goods (Medium Complexity);
- (d) Annex "A" - Line Item Details; and

(e) the Contractor's bid dated _____ (if the bid was clarified/amended at the time of contract award add “, as clarified on ...” or “, as amended on ...” and insert the date(s).

6.11 Defence Contract

SACC *Manual* Clause A9006C (2012-07-16) Defence Contract

6.12 Controlled Goods Program

SACC *Manual* Clause A9131C (2014-11-27), Controlled Goods Program – Contract

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

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

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

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

The Contract involves controlled goods as defined in the Schedule to the *Defence Production Act*. The Contractor must identify those controlled goods to the Department of National Defence.

6.13 SACC Manual Clauses

SACC *Manual* Clause B7500C (2006-06-16), Excess Goods

SACC *Manual* Clause C0100C (2010-01-11), Discretionary Audit – Commercial Goods and/or Services

SACC *Manual* Clause C2608C (2015-02-25), Canadian Customs Documentation

SACC *Manual* Clause D0050C (2007-05-25), End User Certificate

SACC *Manual* Clause D2000C (2007-11-30), Marking

SACC *Manual* Clause D2001C (2007-11-30), Labelling

SACC *Manual* Clause D5510C (2017-08-17), Quality Assurance Authority (Department of National Defence) - Canadian-based Contractor

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

SACC *Manual* Clause D5540C (2010-08-16) ISO 9001:2008 Quality Management Systems - Requirements **(Quality Assurance Code Q) Applies to Items 1, 2, 3 and 4.**

SACC *Manual* Clause D5604C (2008-12-12), Release Documents (Department of National Defence) - Foreign-based Contractor

SACC *Manual* Clause D5605C (2010-01-11), Release Documents (Department of National Defence) - United States-based Contractor

SACC *Manual* Clause D5606C (2017-11-28), Release Documents (Department of National Defence) - Canadian-based Contractor

SACC *Manual* Clause D5620C (2012-07-16), Release Documents – Distribution – DAP **applies to Items 1, 2, 3 and 4.**

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: **DAP 5-2-7**

- 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.

SACC *Manual* Clause G1005C (2016-01-28), Insurance - No Specific Requirement

SACC *Manual* Clause L5001C (2008-05-12), Surplus Government Property

6.14 Condition of Material – Contract

SACC *Manual* Clause B1006C (2014-06-26), Condition of Material - Contract

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

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

6.15.1 SACC *Manual* Clause D3018C (2014-09-25)

The Contractor must prepare Item 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 Number (1), (2), (3), and (4) in quantities of one (1) each by package.

6.15.2 SACC *Manual* Clause D2025C (2017-08-17), Wood packaging materials

All wood packaging materials used in shipping must conform to the International Standards for Phytosanitary Measures No. 15: Regulation of Wood Packaging Material in International Trade (ISPM 15).

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

D-98-08 - Entry Requirements for Wood Packaging Materials Produced in All Areas Other Than the Continental United States

D-13-01 – Canadian Heat Treated Wood Products Certification Program (HT Program)

6.15.3 SACC *Manual* Clause D6010C (2007-11-30), Palletization

1. For all shipments exceeding 0.566 m³ or 15.88 kg (20 ft³ or 35 lbs), except for those shipped by courier, the following applies:
 - a. The Contractor must strap, and if necessary wrap, shipments on standard 1.22 m x 1.02 m (48 in. x 40 in.) wood pallets. The four-way forklift entry pallet must be supplied at no charge to Department of National Defence. Total height, including pallet, must not exceed 1.19 m (47 in.). The pallet load must not extend further than 2.54 cm (1 in.) from any edge of the pallet.
 - b. The Contractor must group items by stock number (on the same pallet) within consolidated shipments. Pallet loads composed of more than one stock number must be marked as "**Mixed Items**".
 - c. Individual items exceeding 1.22 m (48 in.) in length or 453.6 kg (1000 lbs) must be secured to larger pallets or must have 10.16 cm x 10.16 cm (4 in. x 4 in.) skids securely fastened to the bottom of the item. Skids must be separated by a minimum of 71.12 cm (28 in.).

2. Any exception requires the prior approval of the Contracting Authority.

6.16 Shipping Instructions/Delivery Appointments

6.16.1 SACC *Manual* Clause D0035C (2018-06-21), Shipping Instructions (Department of National Defence) - Foreign-based Contractors

1. **Delivery will be FCA Free Carrier at _____ (insert the named place, e.g. Contractor's facility)** Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.
2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

Inbound Logistics Coordination Center (ILCC):

Telephone: 1-877-447-7701 (toll free)

Facsimile: 1-877-877-7409 (toll free)

E-mail: ILHQOttawa@forces.gc.ca

3. The Contractor must provide the following information to the DND Inbound Logistics contact when arranging for shipment:
 - a. the Contract number;
 - b. consignee address (if multiple addresses, items must be packaged and labeled separately with each consignee address);
 - c. description of each item;
 - d. the number of pieces and type of packaging (e.g. carton, crate, drum, skid);
 - e. actual weight and dimensions of each piece type, including gross weight;
 - f. copy of the commercial invoice (in accordance with clause C2608C, section 4, of the *Standard Acquisition Clauses and Conditions Manual*) or a copy of the Canada Border Services Agency form CI1 [Canada Customs Invoice](#) (PDF 429KB) - ([Help on File Formats](#));
 - g. [Schedule B](#) codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
 - h. North American Free Trade Agreement Certificate of Origin (in accordance with clause C2608C, section 2) for the U.S. and Mexico only;
 - i. full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transport Association regulations or the applicable Canadian [Dangerous Goods Shipping Regulations](#) and a copy of the material safety data sheet.
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, the marking of each piece with a Transportation Control Number and customs documentation.

5. The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.
6. If the Contractor delivers the goods at a place and time that are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

OR

6.16.2 SACC *Manual* Clause D0037C (2016-01-28), Shipping Instructions (Department of National Defence) - Canadian-based Contractor

1. **Delivery will be FCA Free Carrier at _____ (Insert the named place, e.g. Contractor's facility)** Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.
2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

Inbound Logistics Co-ordination Center (ILCC)
Telephone: 1-877-877-7423 (toll free)
Facsimile: 1-877-877-7409 (toll free)
E-mail: ILHQOttawa@forces.gc.ca

3. The Contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:
 - a. the Contract number;
 - b. consignee address (for multiple addresses, items must be packaged and labelled separately with each consignee address);
 - c. description of each item;
 - d. the number of pieces and type of packaging (i.e., carton, crate, drum, skid);
 - e. actual weight and dimensions of each piece type, including gross weight;
 - f. full details of dangerous goods/hazardous products, as required for the applicable mode of transportation, signed certificates for dangerous goods/hazardous products as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable Canadian Transportation of Dangerous Goods Regulations, and a copy of the safety data sheet in English and French.

4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, and the marking of each piece with a Transportation Control Number.
5. The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.
6. If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either 30 days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or 30 days following the delivery date specified in the Contract, whichever is later.

ANNEX "A" – Line Item Details

Item	Requirement	Bidder's Proposed Delivery Date	Destination	Unit of Issue	Firm Quantity	All-Inclusive Firm Unit Price, FCA Free Carrier	Total Item Cost
1	<p>Test Set, Transponder Set</p> <p>NSN: 6625-01-664-6684</p> <p>Part No.: 90-000-145</p> <p>NSCM/CAGE: 92606</p> <p>Please review the notes at the bottom of ANNEX "A"</p>		<p>Department of National Defence</p> <p>25 CFSD Montreal 6363 Notre Dame St. E. Montreal, QC H1N 3V9 CANADA</p> <p>Attn: 25 CFSD Receipts Section</p>	EA	1		
2	<p>Diagnostic Tool, Software/Hardware</p> <p>NSN:</p> <p>Part No.:</p> <p>NSCM/CAGE:</p> <p>Please review the notes at the bottom of ANNEX "A"</p>		<p>Department of National Defence</p> <p>25 CFSD Montreal 6363 Notre Dame St. E. Montreal, QC H1N 3V9 CANADA</p> <p>Attn: 25 CFSD Receipts Section</p>	EA	1		
3	<p>User Manual</p> <p>NSN:</p> <p>Part No.:</p> <p>NSCM/CAGE:</p> <p>Please review the notes at the bottom of ANNEX "A"</p>		<p>Department of National Defence</p> <p>25 CFSD Montreal 6363 Notre Dame St. E. Montreal, QC H1N 3V9 CANADA</p> <p>Attn: 25 CFSD Receipts Section</p>	EA	2		

Item	Requirement	Bidder's Proposed Delivery Date	Destination	Unit of Issue	Firm Quantity	All-Inclusive Firm Unit Price, FCA Free Carrier	Total Item Cost
4	Maintenance Manuel NSN: Part No.: NSCM/CAGE: Please review the notes at the bottom of ANNEX "A"		Department of National Defence 25 CFSD Montreal 6363 Notre Dame St. E. Montreal, QC H1N 3V9 CANADA Attn: 25 CFSD Receipts Section	EA	2		
Sub-Total							\$ _____
Applicable Taxes		Insert amount as				GST: \$ _____	
						HST: \$ _____	
						QST: \$ _____	
Total						\$ _____	

NOTE: STATEMENT OF WORK

STATEMENT OF WORK

1.0 PURPOSE

The purpose of this Statement of Work (SOW) is to define the requirement of the Aerospace Equipment Program Management (AEPM) Division for the acquisition of a test set that can conduct comprehensive Interrogator and Transponder tests on Modes 1, 2, 3A, C, S, EHS, ADS-B TX and RX (compliant) with 4 and Mode 5 utilizing KIV-78 Crypto applique.

2.0 APPLICABLE DOCUMENTS

- DoD AIMS 03/1000A Technical Standard for the ATCRBS/IFF/Mark XIIA Electronic Identification and Military Implementation of Mode S.

3.0 REQUIREMENTS

- IFF Test Set, NSN: 6625-01-664-6684 or equivalent;
- Must have the capability to download test result to a computer to conduct analysis of the test data (Mode 5, Mode S , ADS-B;
 - Shall be compatible with Windows operating environment;
 - Easy to utilise and navigate without formal training;
- Test set shall be fully compliant with standard 03-1000A/B and AIMS certified; and
- Technical Data package and user documents to operate and maintain the asset.

4.0 DELIVERABLES

Description	NSN	Quantity
IFF Test Set	6625-01-664-6684	1
Diagnostic tool Software/hardware	TBD	1
User Manuel	TBD	2
Maintenance Manual	TBD	2

5.0 List of Acronyms / Terminology

ATCRBS	Air Traffic Control Radar Beacon System
AEPM	Aerospace Equipment Program Management
ADS-B	Automatic dependent surveillance – broadcast
AIMS	Air Traffic Control Radar Beacon System (ATCRBS), Identification Friend or Foe (IFF), Mark XII(A) System (AIMS)
DoD	Department of Defence
EHS	Enhanced Surveillance
IFF	Identification Friend or Foe
Mode S	Mode select
SOW	Statement of Work