

Défense nationale Quartier général de

Défense nationale Ottawa (Ontario) Ottawa, Ontario K1A 0K2

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

National Defence

National Defence

Headquarters

K1A 0K2

**Bid Receiving – PWGSC** Réception des soumissions - TPSGC

SPECIAL INSTRUCTIONS Bid receiving unit will be closed to receive the Public during COVID 19.

Bidders must submit their bid electronically through either:

#### **Epost Connect** Fax: (819) 997-9776

#### **REQUEST FOR PROPOSAL**

#### **DEMANDE DE PROPOSITION**

Proposal: We hereby offer to sell to the Department of National Defence, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods listed herein and on any attached sheets at the price(s) set out therefor.

Proposition: Nous offrons par la présente de vendre au ministère de la défense Nationale, aux conditions énoncées ou incluses par référence dans la présente et aux annexes jointes, les biens énumérés sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments – Commentaires** 

Solicitation No – N° de l'invitation W8485-216254/DAP4	ch and Rescue (CASSAR) Procureme Date 08 January 2021
	,
Solicitation Closes - L'invitation	Time Zone
prend fin	Fuseau horaire
<b>at - à</b> 14h00	201
on - le 26 January 2021	
Address Enquiries to – Adresser to	utes questions à :
Department of National Defence	Ministere de la Defense Nationale
National Defence Headquarters	Quartier-General de la Defense
MGen George R Pearkes Bldg	Nationale
101 Colonel By Drive	Edifice Mgen George R Pearkes
Ottawa, ON K1A 0K2	101 Promenade du Colonel By
	Ottawa, ON K1A 0K2
	.,
Name : Jessica Lepinski	
Attn: Directorate Aerospace Pr	
Jessica.lepinski@forces.	<u>ac.ca</u>
Destination of Goods and Service	s – Destination des biens et services
10 OSS SAR Plans 10 Wing Comes	x, P.O. Box 1000, Stn Main, Lazo, BC V
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#### PART 1 - GENERAL INFORMATI

Amd. No. - N° de la modif.

File No. - N° du dossier W8485-216254/DAP4

#### 1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

Applicable Annexes to this solicitation are:

- I. Annex A- Statement of Work for the CASSAR system
- II. Annex B- Basis of Payment
- III. Annex C- Evaluation Plan
- IV. Annex D- Solicitation Package Checklist
- V. Annex E- Electronic Payment Instructions
- VI. Annex F- Federal Contractors Program for Employment Equity Certification
- VII. Annex G- Integrity Designation Form

#### 1.2 Summary

The Department of National Defence (DND) has a requirement for the procurement of a minimum of five and up to eight operational Cellular Airborne Sensor for Search and Rescue (CASSAR) systems. The system must be Commercial Off-the-Shelf (COTS) and will be utilized by the Royal Canadian Air Force (RCAF) Search and Rescue (SAR) operators. The Contractor must provide a virtual training package to the RCAF SAR operators. The requested timeframe for delivery is 10 weeks post contract award. The system must be delivered with all relevant technical, certification, training manuals/package, parts manual documentation and associated hardware to 19 OSS SAR Plans, 19 Wing Comox, P.O. Box 1000, Station Main, Lazo, BC VOR 2K0.

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

#### **1.3** Federal Contractors Program for Employment Equity

The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the Annex F titled Federal Contractors Program for Employment Equity – Certification.

#### 1.4 ePost Connect Services

This bid solicitation allows bidders to use the ePost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

#### 1.5 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, or telephone. Due to Covid-19, debriefing in person will not be offered at this time.

#### 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### 2.2 Submission of Bids

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

Bidders must submit their bids electronically as per the 2003 standard instructions - <u>Section 08 Transmission by</u> <u>facsimile or by ePost Connect.</u>

→ eFax (normal fax machines from the supplier, but received electronically by Bid Receiving Unit); or

 $\rightarrow$  <u>ePost Connect</u> online service.

Note: For Bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

#### tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an ePost Connect conversation, as detailed in Standard Instructions <u>2003</u>, or to send bids through an ePost Connect message if the bidder is using its own licensing agreement for ePost Connect.

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

#### 2.3 Enquiries - Bid Solicitation

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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 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.

#### 2.5 Bid Challenge and Recourse Mechanisms

Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's Buy and Sell website, under the heading "Bid Challenge and Recourse Mechanisms" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process

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

#### 3.1 Bid Preparation Instructions

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If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with Section 08 of the 2003 Standard Instructions. The ePost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid Section II: Financial Bid Section III: Certifications

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (one hard copy)

Section II: Financial Bid (one hard copy)

Section III: Certifications (one hard copy)

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through ePost Connect service, the wording of the electronic copy provided through ePost Connect service will have priority over the wording of the other copies.

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 hard copy of their bid:

(a) Use 8.5 x 11 inch (216 mm x 279 mm) paper; and

(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 <u>Policy on Green Procurement</u> (https://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 sustainablymanaged 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 demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to

different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Supporting Documentation (SD) - Bidders must demonstrate their compliance with the mandatory technical requirements in the SOW by providing supporting documentation. Acceptable Supporting Documentation is defined in Annex C – Evaluation Plan for the Cellular Airborne Sensor for Search and Rescue, Figure 1: Technical Documentation Summary

Note: As per Standard Instructions - Goods or Services - Competitive Requirements 2003 (2020-05-28), Article 05, Para 7. "Unless specified otherwise in the bid solicitation, Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid."

Annex C, "Evaluation Plan", will be used by Canada to determine compliance with each mandatory technical requirement.

By providing a bid, the Bidder is confirming it is in full compliance with each mandatory technical requirements in the SOW and as identified in Annex C - Evaluation Plan.

#### Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with Annex B - Basis of Payment.

#### 3.1.2 Electronic Payment of Invoices - Bid

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

If Annex E - 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.

#### 3.1.3 Exchange Rate Fluctuation

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.

#### 3.1.4 Pricing

The Bidders must provide firm prices, which must remain valid for 120 days after solicitation closure, in accordance with the requirements detailed in Annex B - Basis of Payment.

The Bidders must provide firm prices for all optional deliverables as detailed in Annex B that must remain valid for the duration of the contract term, if exercised.

#### 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, in accordance with Annex C Evaluation Plan.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

#### 4.1.1.1. Mandatory Technical Criteria

The mandatory technical criteria are identified and reflected in Annex C - Evaluation Plan.

#### 4.1.1.2 Point Rated Technical Criteria

The point rated technical criteria are identified in Annex C - Evaluation Plan.

#### 4.1.2 Financial Evaluation

#### SACC Clause A0222T (2014-06-26) Evaluation of Price - Canadian/Foreign Bidders

The price of the bid will be evaluated as follows:

(i) The Bidder must complete, and submit with its bid, pricing in accordance with Annex B- Basis of Payment.

(ii) The Total Evaluated Price will be the Lot Price of the Requirement in Annex B - Basis of Payment.
 (iii) The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Delivery Duty Paid (DDP), Canadian customs duties and excise taxes included.

Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that Bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.

For the purpose of the bid solicitation, Bidders with an address in Canada are considered Canadian-based bidders and Bidders with an address outside of Canada are considered foreign-based bidders.

#### 4.1.2.2 Evaluated Price

The Evaluated Price will be as per the Bidder's response to Annex B - Basis of Payment.

#### 4.2 Basis of Selection

# SACC Manual Clause <u>A0027T</u> (2012-07-16) Basis of Selection – Highest Combined Rating of Technical Merit and Price

**4.2.1** To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
- a. meet all mandatory criteria.

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Bids not meeting (a) or (b) will be declared non-responsive.

**4.2.2** The best overall value to Canada will be evaluated based on the Rated Requirement scoring and Cost.

**4.2.3** To establish the <u>Rated Requirements Overall Score</u>, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 65%.

**4.2.4** To establish the <u>Overall Score for Price</u>, each responsive bid will be prorated against the lowest evaluated price and the ratio of 35%.

**4.2.5** For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

**4.2.6** Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

**4.2.7** The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 65/35 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (65%) and Price (35%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Techn	ical Score	95/100	89/100	92/100
Evaluated Bid	Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	95/100 x 65 = 61.75	89/100 x 65 = 57.85	92/100 x 65 = 59.8
	Pricing Score	45/55 x 35 = 28.6	45/50 x 35 = 31.5	45/45 x 35= 35
Combined Rat	<b>Combined Rating</b> 90.35 89.35 94.8		94.8	
Overall Rating	l	2 <sup>nd</sup>	3 <sup>rd</sup>	1 <sup>st</sup>

In the event two or more responsive bids have the same overall score, the proposal with a system that has been in service the longest for SAR as per SOW Appendix 1, para. 4.2 will be recommended for award of a contract

#### PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

#### 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 Integrity 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 specified will render the bid non-responsive.

#### 5.2.1 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 (https://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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex, titled "Federal Contractors Program for Employment Equity – Certification", before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex, "Federal Contractors Program for Employment Equity – Certification", for each member of the Joint Venture.

#### 5.2.1 Condition of Material - Department of National Defence

SACC Manual clause B1006T (2011-05-16), Condition of Material - Department of National Defence, applies to and forms part of the Contract.

#### PART 6 – SECURITY AND FINANCIAL REQUIREMENTS

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#### 6.1 Security Requirements

There are no security requirements associated with this bid solicitation.

#### 6.2 Financial Capability

SACC Manual clause <u>A9033T</u> (2012-07-16), Financial Capability, is incorporated by reference into and forms part of the bid solicitation.

#### **PART 7 - RESULTING CONTRACT CLAUSES**

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

#### 7.1 Statement of Work

The Contractor must perform the Work in accordance with the Annex A - Statement of Work.

#### 7.1.1 Optional Goods and/or Services- To be determined at Contract award

The Contractor grants to Canada the irrevocable option to acquire up to three additional operational CASSAR systems as described at Annex A of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

#### And/or

The Contractor grants to Canada the irrevocable option to acquire up to four additional extended warranties as described in Annex A of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

#### 7.1.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four additional one-year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, 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.

#### 7.1.3 Delivery of the Optional Requirements

Delivery date and delivery address for any Optional Requirement(s) will be firmed up at the time of each order.

#### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

2030 (2020-05-28) General Conditions - Higher Complexity - Goods, applies to and forms part of the Contract.

#### 7.2.2 Warranty Period - to be completed at Contract award

Section \_\_\_\_\_ of general conditions \_\_\_\_\_ is amended by replacing the period of \_\_\_\_\_ by \_\_\_days" or "months").

All other provisions of the warranty section remain in effect.

#### 7.2.3 Warranty - Modification - General Conditions 2030 - to be inserted at Contract award, if applicable

Section 22, entitled "Warranty", of General Conditions 2030 is amended by deleting subsections 3 and 4 in their entirety and replacing themt with the following:

- a. The Work or any part of the Work found to be defective or non-conforming will be returned to the Contractor's plant for replacement, repair or making good. However, when in the opinion of Canada it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.
- b. The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant pursuant to subsection 3. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location directed by Canada.

#### 7.3 Security Requirements

There is no security requirement applicable to the Contract.

#### 7.4 Term of Contract

#### 7.4.1 Period of the Contract – to be completed at Contract award

The period of the Contract is from date of Contract award to (one year after contract award) inclusive.

#### 7.4.2 Delivery Date

All the deliverables must be received 10 weeks from the date of contract award.

#### 7.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified below:

19 OSS SAR Plans 19 Wing Comox P.O. Box 1000, Stn Main Lazo, BC V0R 2K0

#### 7.5 Shipping Instructions

#### 7.5.1 Delivery at Destination

Goods must be consigned to the destination and Delivered Duty Paid (DDP) as specified in Annex B - Basis of Payment for shipments from a commercial contractor.

#### 7.6 Authorities

#### 7.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jessica Lepinski Title: Director General Aerospace Equipment Program Management (DGAEPM), Directorate Aerospace Procurement 4-2-7 Department of National Defence, Canadian Armed Forces Address: 101 Colonel By Dr. Ottawa, ON, K1A 0K2 Canada

E-mail address: Jessica.Lepinski@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.

#### 7.6.2 Technical Authority

The Technical Authority for the Contract is: (to be inserted at contract award)

Name:	
Title:	
Organization:	
Address:	
Telephone: Facsimile:	
E-mail address:	

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.

#### 7.6.3 Contractor's Representative (to be completed by the Contractor)

Name:			
Title:			·····
Organization:			·····
Address:		 	
		 	<u></u>
Telephone:	<del>-</del> -	 	<u>.</u>

Facsimile:	 	-	
E-mail address:	 		

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#### 7.7 Payment

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#### 7.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid as specified in Annex B 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.

#### 7.7.2 Single Payment (to be determined at contract award)

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- 1. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- 2. all such documents have been verified by Canada; and
- 3. the Work delivered has been accepted by Canada.

#### OR

#### 7.7.2 Multiple Payments (to be determined at contract award)

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada; and
- c. the Work delivered has been accepted by Canada.

#### 7.7.3 Taxes - Foreign-based Contractor (to be determined at contract award)

SACC Manual clause <u>C2000C</u> (2007-11-30) Taxes - Foreign-based Contractor, applies to and forms part of the Contract

#### 7.7.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s): (will be as per Annex E response)

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

#### 7.8 Invoicing Instructions

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

Each invoice must be supported by a copy of the release document and any other documents as specified in the Contract.

- b) Special invoice instructions apply to this procurement and all invoices must be distributed as follows:
  - 2. The original and one (1) copy must be forwarded to the consignee to the following mailing or email address for certification and payment:

Solicitation No. - N° de l'invitation W8485-216254/DAP4 Client Ref. No. - N° de réf. du client 60000521448

Email to:

File No. - N° du dossier W8485-216254/DAP4

Jessica Lepinski DAP 4-2-7 Department of National Defense Email: <u>Jessica.Lepinski@forces.gc.ca</u> Phone: 819-939-4547

#### 7.9 Certifications and Additional Information

#### 7.9.1 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.

#### 7.9.2 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 Offeror before recommending payment.

#### 7.9.3 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "<u>FCP Limited Eligibility to Bid</u>" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

#### 7.10 C0100C - Discretionary Audit - Commercial Goods and/or Services

SACC Clause <u>C0100C</u>, Discretionary Audit - Commercial Goods and/or Services, apply to and from this contract.

#### 7.11 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario (or the name of the province or territory as specified by the Bidder in its bid, if applicable).

#### 7.12 **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) General conditions 2030 (2020-05-28), General Conditions Higher Complexity- Goods;
- (c) Appendix 1 to the Statement of Work: Mandatory Specifications and Optional Requirements to the CASSAR;
- (d) Annex A, Statement of Work;
- (e) the Contractor's bid dated \_\_\_\_\_, as clarified on \_\_\_\_\_" or ", as amended on \_\_\_\_\_".
- (f) Annex B, Basis of Payment;

#### 7.13 Defence Contract

SACC Manual clause A9006C (2012-07-16), Defence Contract, applies to and forms part of the Contract.

#### 7.14 Canadian Forces Site Regulations

SACC Manual clause <u>A9062C</u> (2011-05-16), Canadian Forces Site Regulations, applies to and forms part of the Contract.

#### 7.15 Controlled Goods Program

SACC Manual clause <u>A9131C</u> (2014-11-27), Controlled Goods Program, applies to and forms part of the Contract.

#### 7.16 Shipment of Dangerous Goods/Hazardous Products

SACC Manual clause <u>B1505C</u> (2016-01-28), Shipment of Dangerous Goods/Hazardous Products, applies to and forms part of the Contract.

#### 7.17 United States Military Specifications and Standards

SACC Manual clause <u>B4019C</u> (2015-02-25), United States Military Specifications and Standards, applies to and forms part of the Contract.

#### 7.18 Priority Rating

SACC Manual clause C2800C (2013-01-28), Priority Rating, applies to and forms part of the Contract.

#### 7.19 Priority Rating: Canadian-based contractors

SACC Manual clause <u>C2801C</u> (2017-08-17), Priority Rating: Canadian-Based Contractors, applies to and forms part of the Contract.

#### 7.20 Controlled Goods

SACC Manual clause B4060C (2011-05-16), Controlled Goods, applies to and forms part of the Contract.

#### 7.21 North Atlantic Treaty Organization Codification - Data Requirements

SACC Manual clause <u>B4061C</u> (2008-05-12), North Atlantic Treaty Organization Codification - Data Requirements, applies to and forms part of the Contract.

#### 7.22 Excess Goods

SACC Manual clause B7500C (2006-06-16), Excess Goods, applies to and forms part of the Contract.

#### 7.23 Marking

SACC Manual clause D2000C (2007-11-30), Marking, applies to and forms part of the Contract.

#### 7.24 Labelling

SACC Manual clause D2001C (2007-11-30), Labelling, applies to and forms part of the Contract.

#### 7.25 Wood packaging materials

Solicitation No. - N° de l'invitation W8485-216254/DAP4 File No. - N° du dossier Client Ref. No. - N° de réf. du client W8485-216254/DAP4 60000521448 SACC Manual clause D2025C (2017-08-17), Wood Packaging Materials, applies to and forms part of the Contract.

## 7.26 Delivery of Dangerous Goods/Hazardous Products

SACC Manual clause D3010C (2016-01-28), Delivery of Dangerous Goods/Hazardous Products, applies to and forms part of the Contract.

#### 7.27 Preparation for Delivery - Canadian Forces Packaging Specifications

SACC Manual clause D3016C (2014-09-25), Preparation for Delivery - Canadian Forces Packaging Specifications, applies to and forms part of the Contract.

The Contractor must prepare item(s) for delivery in accordance with the latest issue of the Canadian Forces packaging specifications D-LM-008-035/SF-001, Electrostatic Discharge Protective Packaging - Electronic Parts, Assemblies and Equipment.

#### 7.28 Preparation for Delivery- Canadian-based Contractor

#### Option 1: D3013C

Preservation and packaging for items \_\_\_\_\_ must be in accordance with the Canadian Forces packaging specification D-LM-008-001/SF-001, and must be marked to D-LM-008-002/SF-001. Form Level B Pkg Data Form Regd must be in accordance with D-LM-008-011/SF-001.

Packaging data forms previously approved by Canadian authorities are acceptable.

Approved coded packaging data is shown immediately below the description of the item to which it applies. Where no data is shown, the Contractor must submit a packaging data form for approval.

Option 2: D3019C

#### **Preparation for Delivery - United States-based Contractor**

Preservation and packaging for items must be in accordance with the current issue of United States (U.S.) Department of Defense Military Standard MIL-STD-2073 and must be marked to MIL-STD-129.

Packaging data forms previously approved by U.S. authorities are acceptable.

Approved coded packaging data is shown immediately below the description of the item to which it applies. Where no data is shown, the Contractor must submit a packaging data form for approval.

#### 7.29 ISO 9001:2015 - Quality Management Systems - Requirements (Quality Assurance Code C)

SACC Manual Clause D5545C (2019-05-30), ISO 90001: 2015 Quality Management Systems, applies to and forms part of the Contract.

#### 7.30 Palletization

SACC Manual clause D6010C (2007-11-30), Palletization, applies to and forms part of the Contract.

#### 7.31 Incomplete Assemblies

SACC Manual clause D9002C (2007-11-30), Incomplete Assemblies, applies to and forms part of the Contract.

SACC Manual clause <u>G1005C</u> (2016-01-28), Insurance - No Specific Requirement, applies to and forms part of the Contract.

#### 7.33 Condition of Material- Contract

SACC Manual clause <u>B1006C</u> (2014-06-26), Condition of Material - Contract, applies to and forms part of the Contract.

#### 7.34 Dispute Resolution

The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.

If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.

Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

## **ANNEX A- STATEMENT OF WORK**

# Cellular Airborne Sensor for Search and Rescue (CASSAR)

Prepared by: Director Aerospace Engineering Program Management Transport 4-8 National Defence Headquarters Ottawa, Ontario Canada K1A 0K2

#### 1.0 SCOPE

#### 1.1 Purpose

This Statement of Work (SOW) describes the requirements to be performed by the Contractor for the acquisition, training, certification of a Commercial Off-the-Shelf (COTS) Cellular Airborne Sensor for Search and Rescue (CASSAR) system to be utilized by the Royal Canadian Air Force (RCAF) Search and Rescue (SAR) operators.

#### 1.2 Scope

The RCAF SAR requires a minimum of five and up to eight operational CASSAR systems. The Contractor must supply a COTS system, related components, training, and technical documentation. The criteria specified in Para 3.0 Requirements, and Appendix 1 Mandatory Criteria of this SOW, outline the specifications applicable to the CASSAR system.

The Deliverables specified in Para 4.0 of this SOW must be provided by the Contractor.

#### 1.3 Background

RCAF SAR has identified the need to improve the SAR technology currently being used by the RCAF for the purposes of identifying and locating distresses on land and water. Currently, the RCAF does not possess the capability to locate fully-functional cell phones from an airborne platform. Note that, for the purposes of this SOW, a "fully-functional cell phone" is defined as a cell phone that is capable of connecting to a cellular tower. The CASSAR, using airborne sensors onboard a SAR aircraft, will establish an airborne capability to locate fully-functional cell phones to be associated with a distress situation, which will allow the RCAF to expedite search operations and lead to more successful rescues.

#### 1.4 Intended Use

The RCAF SAR team requires a commercially-available off-the-shelf CASSAR system suitable for use on SAR aircraft.

#### 1.5 List of Acronyms and Abbreviations

The following abbreviation and acronyms are applicable to this SOW and its appendices:

Abbreviation	Description
AWM	Airworthiness Manual
CAR	Canadian Aviation Regulations
CASSAR	Cellular Airborne Sensor for Search and Rescue
COTS	Commercial Off-the-Shelf
DC	Direct Current
DND	Department of National Defence
EMI/EMC	Electromagnetic Interference / Electromagnetic Compatibility
FVEY	Five Eyes

Table A-1	List of Acronyms and Abbreviations
-----------	------------------------------------

Abbreviation	Description
GPS	Global Positioning System
GSAR	Ground Search and Rescue
LRU	Line Replaceable Unit
NATO	North Atlantic Treaty Organization
OEM	Original Equipment Manufacturer
PAV	Primary Air Vehicle
RCAF	Royal Canadian Air Force
SAR	Search and Rescue
SOW	Statement of Work
Sqn	Squadron
ТА	Technical Authority
ТАА	Technical Airworthiness Authority
V	Volts

#### 1.6 Terminology

The following terms are applicable to this SOW and its appendices:

Table A-2	List of Glossary Terms
-----------	------------------------

Glossary Term	Glossary Description
CASSAR	Defined as all of the hardware (ex: LRU, protective case, antennas, cabling, computer,
System	etc) that is required for full operation of the CASSAR.
Fully-Functional	Defined as a cell phone turned on and capable of connecting to a cellular tower.
Cell Phone	
Mission	One or more aircraft ordered to accomplish one particular task.
	May include one or more sorties.
Sortie	An operational flight by one aircraft within a mission.

#### 2.0 APPLICABLE DOCUMENTS

#### 2.1 References

The following specifications, standards and publications form part of and are supportive to this SOW, to the extent specified herein and referenced in Appendix 1. The latest issues and associated amended versions are stated herein. In the event of a conflict between the documents referenced and the contents of the SOW, the contents of the SOW take precedence.

REFERENCE	PROMULGATION	REFERENCE TITLE
C-05-005-001/AG-001	2019-04-01	TECHNICAL AIRWORTHINESS MANUAL

#### Table A-3 DND Specifications, Standards, and Publications

REFERENCE	PROMULGATION	REFERENCE TITLE
AWM525/529		CANADIAN AVIATION REGULATIONS (CAR) PART 5 – AIRWORTHINESS MANUAL 525 & 529
14 CFR PART 25/29		AIRWORTHINESS STANDARDS FOR TRANSPORT CATEGORY AIRPLANES /ROTORCRAFT
RCTA DO-160G	2010-12-08	RADIO TECHNICAL COMMISSION FOR AERONAUTICS ENVIRONMENTAL CONDITIONS AND TEST PROCEDURES FOR AIRBORNE EQUIPMENT
MIL-STD-810H	2019-01-31	DEPARTMENT OF DEFENSE TEST METHOD STANDARD: ENVIRONMENTAL ENGINEERING CONSIDERATIONS AND LABORATORY TESTS
MIL-STD-461G	2015-12-11	REQUIREMENTS FOR THE CONTROL OF ELECTROMAGNETIC INTERFERENCE CHARACTERISTICS OF SUBSYSTEMS AND EQUIPMENT
MIL-STD-464C	2010-10-01	ELECTROMAGNETIC ENVIRONMENTAL EFFECTS REQUIREMENTS FOR SYSTEMS
TAA Advisory 2016-04	2016-08-15	RECOGNITION OF AIRWORTHINESS AUTHORITIES

#### 3.0 REQUIREMENTS

The Contractor must supply a CASSAR system that meets all mandatory technical specifications identified in Appendix 1 to this SOW. The CASSAR system should meet some or all optional technical specifications identified therein as well. The Contractor must also provide to DND all deliverables as specified in Para 4.0.

#### 3.1 CASSAR System

The Contractor must provide a minimum of five and up to eight operational CASSAR systems meeting the specifications in Appendix 1, as well as all necessary instructions, parts documentation, certificates of conformance and associated hardware as outlined in Para 4.1.

#### 3.2 Training Package

The Contractor must provide a training package for the operators as specified in Para 4.2 of this SOW.

#### 3.3 Customer Support

The Contractor must provide technical support to DND by phone and/or e-mail on an as-and-when-requested basis to aid in the installation, certification, spectrum licensing and troubleshooting of the system as specified in Para 4.3.

#### 3.4 Software Updates

Should the CASSAR system require software updates, the Contractor must provide DND with the appropriate information (schedule, etc) as specified in Para 4.4.

#### 3.5 Calibration Services

Should the CASSAR system require calibration, the Contractor must provide DND with the appropriate information (schedule, etc), as specified in Para 4.5.

#### 3.6 Product Certification

The Contractor must certify each LRU delivered to DND as meeting the performance specifications per Para 4.6 and Appendix 1 to this SOW.

#### 3.7 Dangerous/Hazardous Material Declaration

The Contractor must provide Material Safety Data Sheets for all hazardous items delivered, as specified in Para 4.8.

#### 3.8 Technical Documents

The Contractor must provide all the technical documents requested by DND.

#### 3.9 Extended Warranty

The Contractor should provide the option to purchase an extended warranty for an additional one (1) to four (4) years from the date of expiration of the standard warranty for parts and service.

The Contractor must provide the information and specifications of their extended warranty program when requested by Canada.

The Term of the extended warranty begins after completion of the manufacture's standard warranty period or the standard twelve (12) month warranty period, whichever is longer, as specified in the General Conditions of the Contract.

#### 4 DELIVERABLES

The Contractor must provide all deliverable items identified in Para 4 of this SOW, without substitution, unless previously approved by DND. All deliverables must be delivered to DND as specifically indicated in the SOW.

#### 4.1 CASSAR System

The Contractor must provide a minimum of five and up to eight operational CASSAR systems meeting all mandatory technical specifications and as many optional technical specifications as possible, as listed in Appendix 1.

The Contractor must also supply the system's User Manual, Initial Training Package, Installation Instructions, Maintenance and Parts Handbook, and Preservation, Storage, and Handling Instructions, all in electronic format.

The Contractor must provide all associated hardware complete with the operability and design requirements outlined in Appendix 1.

#### 4.2 Training Package

The Contractor must provide an electronic training package to the RCAF SAR operators on the operations of the CASSAR system. The training package must include detailed instructions on how to use the available functionalities of the system.

The training package must be delivered on or before the date that the last system is delivered to DND.

#### 4.3 Customer Support

The Contractor must provide customer support by phone and/or e-mail on an as-and-when-requested basis to aid in the certification, spectrum licensing and troubleshooting of the system. The Contractor should acknowledge receipt of DND's support request within 48 business hours of receipt.

#### 4.4 Software Updates

If the CASSAR system requires software updates, the Contractor must provide DND with an approximate schedule for updates and patches, along with any estimates for downtime that may be required as a result of the updates being implemented. Further, the Contractor must advise DND if there are any additional considerations associated with the necessary software updates that are not listed herein.

#### 4.5 Calibration Services

If the CASSAR system requires calibration, the Contractor must provide DND with an approximate schedule for the calibration, along with an estimated length of time normally required for calibration. Further, the Contractor must advise DND if there are any additional considerations associated with the necessary calibration that are not listed herein.

#### 4.6 Product Certification

The Contractor must certify each LRU delivered to DND by providing a Certificate of Conformance. Each LRU delivered must be certified as meeting the performance specifications outlined in Appendix 1.

#### 4.7 Dangerous/Hazardous Material Declaration

If the CASSAR system is identified as Dangerous/Hazardous goods as per the Canadian Transportation of Dangerous Goods Act, the Contractor must provide a Material Safety Data Sheet for all associated hazardous items delivered under this SOW.

## **APPENDIX 1** to the Statement of Work:

## MANDATORY SPECIFICATIONS AND OPTIONAL REQUIREMENTS OF A CASSAR SYSTEM

#### 1.0 SCOPE

#### 1.1 Purpose

The mandatory specifications listed in this Appendix are the technical, design, privacy, certification and documentation requirements the CASSAR system must meet. The optional requirements listed are the technical and certification requirements that the CASSAR system should meet.

#### 1.2 Applicability

This specification is an integral part of CASSAR SOW. The CASSAR unit must be capable of all mandatory specifications and should be capable of some or all optional specifications.

#### 2.0 MANDATORY TECHNICAL SPECIFICATIONS

The CASSAR system must be capable of the following technical specifications:

**2.1** The system must be capable of detecting and locating a fully-functional cell phone, when the cell phone is not in contact with a commercial cellular network, at a minimum line of sight range of 20 kilometers from the aircraft when the aircraft is an altitude between 3000 to 10000 feet above ground;

**2.2** The system must be capable of transmitting on a specific cellular frequency which can be selected by the operator;

**2.3** The system must be capable of automatically scanning the local network in order to select an empty channel or the lowest level channel to transmit on;

**2.4** The system must be capable of rejecting cell phones that attempt to connect to the CASSAR system and restricts the search to "phones of interest" only;

**2.5** The system must be capable of placing a two-way voice call and sending/receiving text messages to a cellular "phone of interest" which is not connected to a commercial cellular network; and,

**2.6** The system must be capable of geo-locating a cellular "phone of interest" which is not connected to a commercial cellular network regardless of whether or not Global Positioning System (GPS) data is available from the cell phone.

#### 3.0 OPTIONAL TECHNICAL SPECIFICATIONS

The CASSAR systems may should be capable of the following optional technical specifications:

**3.1** The system should be capable of detecting and locating a fully functional cell phone, when the cell phone is not in contact with a commercial cellular network, at a site range above 20KM from the aircraft when the aircraft is an altitude between 3000 to 10000 feet above ground;

**3.2** The system should be capable of requesting and receiving GPS coordinates from a cellular "phone of interest" that is not in contact with a commercial cellular network;

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**3.3** The system should be capable of detecting and tracking multiple target cell phones (potentially for use in communicating to Ground Search and Rescue (GSAR) parties as well as the "phone of interest"); and,

**3.4** The system should be capable of operating in "disaster relief" scenarios as follows:

**3.4.1** The system should be able to broadcast a text message to all cell phones not connected to a commercial cell phone network within range in order to pass public safety messages, warnings or directions to victims; and

**3.4.2** The system should be able to provide a mass-mapping capability of cell phone locations in an area with no cellular infrastructure.

#### 4.0 MANDATORY DESIGN SPECIFICATIONS

The CASSAR system must be capable of the following design specifications:

4.1 The system must have COTS availability;

**4.2** The system must have a system currently in use for Search and Rescue purposes on an aircraft within a NATO allied air force or a Five Eyes (FVEY) partner;

**4.3** The system must be stand-alone and the internal antenna(s) must operate through the aircraft windows without external modifications to the RCAF Primary Air Vehicles (PAV) on which the equipment will be used;

**4.4** The system must have an option to operate through an antenna(s) mounted external to the aircraft;

**4.5** The system must be capable of being secured to the aircraft to meet flight, ground and emergency landing loads without failure;

**4.6** The system's radiated power at the antenna must be adjustable when an internal window antenna is used; and,

**4.7** The system must operate on 28VDC aircraft power with a max electric current of 20 AMP.

#### 5.0 MANDATORY PRIVACY SPECIFICATIONS

The CASSAR system must satisfy the following privacy specifications:

5.1 The system must not affect or interact with a cell phone that is connected to a commercial cellular network;

**5.2** The system must not provide any identifiable personal information to the operator and any third party user;

5.3 The system must not store any information on non-target cell phones;

**5.4** The system must not be able to read or intercept any cell phone's contact lists, text messages, emails or voice calls; and,

5.5 The system must automatically erase information collected during the flight when powered off.

#### 6.0 MANDATORY CERTIFICATION REQUIREMENTS

The CASSAR system must satisfy the following certification requirements:

**6.1** The system must have no failure mode that could result in a hazard to the aircraft within the meaning of Canadian Aviation Regulations Part 5 Airworthiness Manual (AWM) 525.1309 /529.1309, as appropriate to aircraft type (fixed wing or rotary wing aircraft);

**6.2** The system must meet 14CFR 25/29 flammability requirements and any external cabling (power or antenna cabling) must have self-extinguishing insulation equal to or better than that originally approved under the aircraft type certificate;

**6.3** The system must have already been tested and have satisfied a Radio Technical Commission for Aeronautics (RCTO) DO-160 and/or equivalent MIL STD 810 environmental testing requirements for transport category airplanes or rotorcraft;

**6.4** The system's EMI characteristics must meet the interference control requirements of RTCA DO-160G and/or MIL-STD-461G as demonstrated by an equipment-level EMI/EMC test performed in accordance with MIL-STD-461G and/or RTCA DO-160G; and,

**6.5** The system must be authorized for use by at least one of the by the national radio frequency spectrum regulator from a Five Eyes (FVEY) or NATO country.

#### 7.0 OPTIONAL CERTIFICATION REQUIREMENTS

The CASSAR system should be capable of the following optional certification requirements:

**7.1** The system should have already been certified for operation on aircraft by another airworthiness authority acceptable to the DND Technical Airworthiness Authority.

#### ANNEX B - BASIS OF PAYMENT

#### Instructions to Bidder

**1.1** The Bidder must include a price for all items in Table 1 and Table 2 and include them in their financial bid. The Bidder should include pricing for Table 3, if available, and also include it in their financial bid.

**1.1.1** No modifications to pricing or associated option periods will be accepted or given any consideration after solicitation closing. The information in this Annex will form part of the resulting Contract.

**1.1.2** The financial evaluation will be assessed using Table 4 - Total Evaluated Price. The total evaluated price will be comprised of the deliverables in Table 1 and Table 2.

**1.1.3** The financial evaluation for the optional extended warranty quoted in Table 3 will be conducted separately by Canada. Canada will notify the Contractor of their intention to purchase the additional quantity no later than 30 days prior to contract expiry.

#### 2.0 System Unit Price

**2.1** The System Unit Price(s) specified herein are applicable to Table 1, Table 2 and Table 3. In consideration of the Contractor satisfactorily completing the obligations under the resulting Contract, the Contractor will be paid a firm price, customs duties included and applicable taxes extra.

**2.2** For the firm price of the Work only, Canada will not pay the Contractor for any design changes, modifications, or interpretations of the Work unless approved in advance by the Contracting Authority in writing before their incorporation into the Work.

**2.3** Quantity five and up to three additional optional CASSAR systems

**2.3.1** The Contractor must complete all the fields highlighted in green, where applicable.

Deliverable Item	System Identifier/Part Number	Unit Price (Delivery Included)	Quantity	 Firm Overall Cost
CASSAR System and associated components			5 (MINIMUM)	
CASSAR System and associated components			6	
CASSAR System and associated components			7	
CASSAR System and associated components			8	

#### Table 1 CASSAR SYSTEMS (Section 3.1 of the SOW)

#### 3.0 Additional Deliverables

#### 3.1 Training Package

3.1.1 The Contractor must complete all the fields highlighted in green, where applicable

Deliverable Item	Quantity	Firm Overall Cost	Currency
Training Package	1		
Subtotal			
HST			
Total Cost			

### Table 2 Training Package (Section 3.2 of the SOW)

#### 3.2 Optional Extended Warranty

**3.2.1** The maximum number of extended warranties purchased will be assessed in accordance with the total number of systems agreed to be purchased by Canada (minimum five and up to eight). Canada reserves the right to exercise one or more of the options for extended warranty up to the 30 days before the expiration of the standard one year warranty. Canada reserves the right to decline one or more of the extended warranty options provided and will notify the Contractor of this regard at a minimum of 30 days prior to contract expiry. Canada will notify the Contractor in writing to confirm acceptance of the extended warranty options.

**3.2.2** If available, the Contractor should complete the table below to specify the cost per year for all applicable extended warranty option years. The Contractor must provide the information and specifications of their extended warranty program when requested by Canada.

3.2.3 The Contractor may complete all sections highlighted in green for each option year proposed.

#### Table 3 - Option to Procure Extended Warranty

Extended Warranty Option Years *in addition to the standard one year warranty agreed to in the General Conditions *	Warranty Price per system	Currency
Option Year 1		
Option Year 2		
Option Year 3		
Option Year 4		

**3.2.4** Canada assumes that the extended warranty is available on a cost-per-system basis. The Contractor must inform DND if this assumption is not correct.

#### 4.0 Deliverable Payments

#### 4.1 Multiple Payments - Equipment Delivery - to be completed at Contract award.

**4.1.1** Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
b. all such documents have been verified by Canada; and

c. the Work delivered has been accepted by Canada.

**4.1.2** The Contractor will be paid a Firm Price (DDP included – Incoterms 2010) as shown in the table below, on completion of delivery of the all quoted systems and the electronic training package.

Deliverable	Details	Delivery Schedule	Cost			
item	System Identifier / Number	Weeks After Contract Award	Unit Price	Quantity	Firm Overall Cost	Currency
CASSAR						
System and				5		
Associated						
Components						
Electronic						
Training				1		
Package						
Overall Cost:      (to be inserted at contract award)         GST (5%) + PST (7%):      (to be inserted at contract award)         Firm Overall Cost:      (to be inserted at contract award)						

#### Table 4 - Total Evaluated Price

#### **Optional 3 additional systems:**

Deliverable	Details	Delivery Schedule	Cost			
item	System Identifier / Number	Weeks After Contract Award	Unit Price	Quantity	Firm Overall Cost	Currency
CASSAR System and Associated Components				Optional units (up to 3 additional) to be determined at contract award.		

Overall Cost:	(to be inserted at contract award)
GST (5%) + PST (7%):	(to be inserted at contract award)
Total Cost:	(to be inserted at contract award)

**4.1.1** The Contractor will be paid a Firm Price (DDP included – Incoterms 2010) as shown in the table below, on completion of delivery of the all quoted systems and training package.

Extended Warranty Option Years *in addition to the standard one year warranty agreed to in the General Conditions *	Warranty Price Per System	Currency	Number of CASSAR Systems To Be Covered - to be determined at later date	Subtotal	
Option Year 1					
Option Year 2					
Option Year 3					
Option Year 4					
Overall Cost (Subtotal of all Option Year(s) selected) = (to be inserted at contract award)         GST (5%) + PST (7%): (to be inserted at contract award)         Firm Overall Cost: (to be inserted at contract award)					

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## **ANNEX C- EVALUATION PLAN**

## FOR THE

## CELLULAR AIRBORNE SENSOR FOR SEARCH AND RESCUE

Prepared By: DAEPM(T) 4-8

#### 1.0 GENERAL

#### 1.1 Introduction

**1.1.1** The CASSAR System selection will be based on best value to Canada. Evaluation and selection criteria are provided in this document.

#### 1.2 Description

**1.2.1** This Evaluation Plan describes procedures for evaluating responses to the CASSAR system Request for Proposal (RFP) in order to assess:

- a. Compliance with all Mandatory Criteria as addressed by the Bidder (listed in Table 1 of this Evaluation Plan);
- b. Degree to which the proposed system satisfies the Rated Criteria as addressed by the Bidder (listed in Table 2 of this Evaluation Plan); and
- c. Cost factors (listed in Table 3 of this Evaluation Plan).

#### **1.3 Requirements Precedence**

In the event of a contradiction between the requirements indicated in this Evaluation Plan and the Statement of Work (SOW) (including appendixes to the SOW), the SOW takes precedence.

#### 1.4 Terminology

**1.4.1** The terminology used within this document is equivalent to those described in Annex A: SOW paras 1.5 and 1.6.

**1.4.2** For the purposes of the bid evaluation, the Rated Criteria references herein are drawn from the Optional Technical Specifications and Optional Certification Requirements defined in Appendix 1 of the SOW.

#### 2.0 EVALUATION METHODOLOGY

#### 2.1 Evaluation Phases

**2.1.1** The evaluation process will be conducted in three phases:

**2.1.2 Phase 1:** All Mandatory Criteria pertaining to the CASSAR system specified in the SOWmust be answered with a Yes/No and will be reviewed for full compliance in accordance with the proof of compliance provided in Table 1. Only the systems that are found fully compliant in Phase 1 of the evaluation will be evaluated in Phase 2 and Phase 3.

**2.1.3 Phase 2:** All Rated Criteria will be evaluated and assessed using an overall numerical rating. This evaluation will consist of evaluating compliant systems from Phase 1 using the Bidder-provided proof of compliance suggested/requested in Table 2, Rated Criteria.

**2.1.4 Phase 3:** All proposed systems found compliant under Phase 1 will be evaluated using Bidder-provided cost data identified in Table 3.

#### 2.2 Mandatory Criteria

**2.2.1** All Mandatory Criteria will be assessed in accordance with the Technical Documentation provided by the Bidder to demonstrate compliance. Failure to provide declaration of the ability to meet the Mandatory Criteria

and provide the technical documentation to substantiate the bid will result in the bid being declared non-responsive and given no further consideration.

## 2.3 Rated Criteria

**2.3.1** All bids found compliant with all Mandatory Criteria in Phase 1 of the evaluation process will be assessed against the Rated Criteria in Phase 2. An assessment will be made using the documentation provided to substantiate the Bidders' response. The required documentation to support the Bidders' declaration is specified in Table 2, where applicable. A list of acceptable technical documents have been outlined in Figure 1: Technical Documentation Summary.

**2.3.1.1** Criteria in Table 2 will be evaluated using one of two methods to determine the points awarded as follows:

**2.3.1.2** For Rated Criteria OT1: The highest-scoring system will be awarded the highest points value (30 points) while the system that has the lowest score will be awarded the lowest points value (zero points). Each other system will be awarded points based on their score in relation to the highest scoring system (from zero to 30 points). It will be possible for more than one system to earn the same score.

The following formula will be used to award points to each Bidder for Rated Criteria # OT1 in Table 2 of this Evaluation Plan:

$$P = \frac{A - 20}{B - 20} x \ 30$$

Where:

*P*= Points awarded for response under evaluation *A*= Maximum range of the system under evaluation *B* = Maximum range among all proponent systems

	Supplier A	Supplier B	Supplier C	Supplier D
Maximum Range (km)	20	21	25	30
Score (P) Points	0	3	15	30

#### Example of Point Value Allocation for Maximum Range

**2.3.2** For All Other Rated Criteria: A system meeting all the requirements of a given rated criterion will be awarded full points (between 10 and 30 points depending on the rated criteria); a system meeting some requirements of a criterion rated along a scale will be awarded the number of points appropriate to where it falls on that scale; and a system that does not meet any requirements in a given criterion will be awarded zero points.

## 2.4 Cost Evaluation

**2.4.1** The total cost of each compliant bid will be compared to the total cost of the lowest cost compliant bid. The lowest compliant bid cost will be divided by the cost of each bid submission to form a raw score, which will then be multiplied by the weight factor to obtain the final cost score. It will be possible for more than one system to earn the same score for any given item.

#### 3.0 SELECTION CRITERIA

#### 3.1 Score Weighting

**3.1.1** The score for each bid under each of the following factors will be weighted as follows:

Overall score for Rated Criteria and overall score for Cost =

Overall Score for Rated Criteria (Table 2)	65%
Overall Score for Cost (Table 3)	35%
System Total Score out of:	100%

System Total Score out of:

## 3.2 Selection Methodology

**3.2.1** The best overall value to Canada will be evaluated based on the Rated Requirement scoring and Cost.

To establish the <u>Rated Requirements Overall Score</u>, the overall technical score for each responsive bid 3.2.2 will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 65%.

**3.2.3** To establish the Overall Score for Price, each responsive bid will be prorated against the lowest evaluated price and the ratio of 35%.

**3.2.4** For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

**3.2.5** Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

**3.2.6** The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 65/35 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (65%) and Price (35%)						
		Bidder 1	Bidder 2	Bidder 3		
Overall Technical Score		95/100	89/100	92/100		
Evaluated Bid	Price	\$55,000.00	\$50,000.00	\$45,000.00		
Calculations	Technical Merit Score	95/100 x 65 = 61.75	89/100 x 65 = 57.85	92/100 x 65 = 59.8		
	Pricing Score	45/55 x 35 = 28.6	45/50 x 35 = 31.5	45/45 x 35= 35		
Combined Rating		90.35	89.35	94.8		
Overall Rating	]	2 <sup>nd</sup>	3 <sup>rd</sup>	1 <sup>st</sup>		

In the event two or more responsive bids have the same overall score, the proposal with a system that has been in service the longest for SAR as per SOW Appendix 1 para. 4.2 will be recommended for award of a contract

## 4.0 PROPOSAL SUBMISSION REQUIREMENTS

### 4.1 Mandatory Proposal Submission Requirements:

**4.1.1** The Bidder must provide with the proposal a completed Table 1, Mandatory Criteria.

**4.1.2** The Bidder must also provide documentation and evidence to show compliance to requirements in Table 1, and Table 2 as required. In order to show compliance with the various criteria, the bidder must include specific references to show the location and inclusion of each piece of evidence used to substantiate their bid. There is no minimum passing mark for the rated requirements. Bidders who fail to submit complete bids with all the supporting documentation requested will be evaluated based on the material and evidence provided.

**4.1.3** Where applicable, the Bidder must provide the technical documentation in Figure 1: Technical Documentation Summary to demonstrate compliance to the associated Mandatory and Rated Criteria listed in Table 1 and Table 2. If the Bidder is uncertain as to whether certain documentation will be accepted by Canada, they should contact the Contracting Authority no less than three days in advance of the bid closing date to ensure that their documentation will be deemed compliant.

**4.1.4** The Bidder must complete the Annex B: Basis of Payment to submit their response to the Cost Evaluation.

## Figure 1: Technical Documentation Summary

#### **Documentation to Demonstrate Compliance**

#### Test Report

Test report to provide the level of details but not limited to: system configuration; aircraft type; when and where the interaction took place; and on what frequency.

### **Design Declaration or Test Report**

Design Declaration confirming current system complies with each item or Test Report to provide the level of details but not limited to: system configuration; aircraft type; when and where the interaction took place; and on what frequency

#### **Design Declaration**

Design Declaration confirming current system complies with each item, and specifically for SOW Appendix 1 para. **4.1** the system does not need further development.

#### Proof of Acceptance by a National Radio Frequency Regulator

By a national radio frequency spectrum regulator either from one of the Five Eyes (FVEY) countries or from one of the NATO countries. Examples of acceptable national radio frequency spectrum regulators include the United States Federal Communications Commission and the United Kingdom Ofcom. An example of proof of acceptance of the system may be demonstrated by, but not limited to, the following:

b. A Technical Acceptance Certificate Number (TAC) or Certification Number provided by Innovation Science Economic Development (ISED) Canada.

## Evidence that the system is in use with a NATO allied Air Force or FVEY Partner

Evidence that system is in use with a NATO allied Air Force or a Five Eyes (FVEY) partner.

Examples of evidence may include but are not limited to the following:

- 1. Press Release
- 2. Contract Number Reference

#### **Documentation to Demonstrate Compliance**

#### Acceptance by Airworthiness Authority or Supporting Substantiation

Evidence of acceptance by another airworthiness authority acceptable to the DND Technical Airworthiness Authority as specified in C-05-005-001/AG-001 (Technical Airworthiness Manual) and TAA Advisory 2016-04, or provide supporting substantiation evidence such as system safety analysis, stress report, and/or flammability report.

Examples of evidence of acceptance by another airworthiness authority acceptable to DND may include but are not limited to the following:

a. Federal Aviation Administration (FAA) Supplemental Type Certificate (STC) for fitting system on a Federal Aviation Regulations (FAR) 25 or FAR 29 aircraft.

#### Evidence of compliance to DO-160 or MIL STD 810

Summary of test report that demonstrates evidence of compliance to DO-160 or MIL STD 810 satisfaction on an aircraft (fixed or rotary wing)

#### 5.0 MANDATORY CRITERIA

**5.1** To be considered responsive, the Bidder must duly complete the following sections Table 1: Mandatory Criteria Compliance Matrix for self-evaluation purposes:

- a. Bidders' Response- indicating a *yes* or *no* to indicate if the requirement can be met
- b. Proof of Compliance: to be completed by the bidder
- c. Reference in Proposal: to be completed by the bidder

**5.1.2** The Bidder must not alter any of the mandatory requirements identified in Table 1 in their response. Any bid which fails to meet the Mandatory Criteria will be declared non-responsive. The Bidder should address all requirements and specifications separately.

**5.1.3** All criteria identified in Table 1 must be accompanied with the applicable technical documentation as specified in Figure 1- Technical Documentation Summary in this bid evaluation and referenced in para 8.0 in the SOW Appendix 1 requirements. Failure to provide the documentation to substantiate the requirement has been met, will result in the bid being declared non-responsive.

#	SOW Reference	Requirement	Bidders' Response	Proof of Compliance	Reference in Proposal (Document, Page #, Etc.)
(T): I	Mandatory Tech	nical Specifications			
	CASSAR system eclared responsi	n must be capable of the following te ve:	chnical specifi	cations for the Contra	actors' bid to
T1	SOW	The system must be capable of	Yes	Must at a	
	Appendix 1,	detecting and locating a fully		minimum, include	
	Para 2.1	functional cell phone, when the	Or	a test report.	
		cell phone is not in contact with a			
		commercial cellular network, at a	No		

#### Table 1: Mandatory Criteria Compliance Matrix

		minimum line of sight range of 20		
		kilometers from the aircraft when		
		the aircraft is an altitude between		
		3000 to 10000 feet above ground.		
T2	SOW	The system must be capable of	Yes	Must at a
	Appendix 1,	transmitting on a specific cellular		minimum, include
	Para 2.2	frequency which can be selected	Or	a design
		by the operator		declaration or a
			No	test report.
Т3	SOW	The system must be capable of	Yes	Must at a
	Appendix 1,	automatically scanning the local		minimum, include
	Para 2.3	network in order to select an	Or	a design
		empty channel or the lowest level		declaration or a
		channel to transmit on.	No	test report.
T4	SOW	The system must be capable of	Yes	Must at a
	Appendix 1,	rejecting cell phones that attempt		minimum, include
	Para 2.4	to connect to the system and	Or	a design
		restricts the search to "phones of		declaration or a
		interest" only.	No	test report.
T5	SOW	The system must be capable of	Yes	Must at a
	Appendix 1,	placing a two way voice call and		minimum, include
	Para 2.5	sending/receiving text messages	Or	a test report.
		to a cellular "phone of interest"		
		which is not connected to a	No	
		commercial cellular network		
T6	SOW	The system must be capable of	Yes	Must at a
	Appendix 1,	geo-locating a cellular "phone of		minimum, include
	Para 2.6	interest" which is not connected to	Or	a test report.
		a commercial cellular network		
		regardless of whether or not	No	
		Global Positioning System (GPS)		
		data is available from the cell		
		phone.		
(D):	Mandatory Des	ign Specifications		
The	CASSAR system	n must be capable of the following de	esign specifica	ations for the Contractors' bid to be
decla	ared responsive:			
D1	SOW	The system must be COTS.	Yes	Must at a
	Appendix 1,			minimum, include
	Para 4.1		Or	a design
				declaration.
			No	
D2	SOW	The system must have a system	Yes	Must at a
	Appendix 1,	currently in use for Search and		minimum, provide
	Para 4.2	Rescue purposes on an aircraft	Or	evidence that the
		with a NATO allied Air Force or a		system is in use
		FVEY partner.	No	with a NATO
				allied Air Force or
				FVEY partner.
D3	SOW	The systems capability must be	Yes	Must at a
	Appendix 1,	stand alone and the internal		minimum, include
	Para 4.3	antenna(s) must operate through	Or	a design
	-	the aircraft windows without		declaration.
	1		1	

		external modifications to the RCAF Primary Air Vehicles (PAV) on which the equipment will be used.	No	
D4	SOW Appendix 1, Para 4.4	The system must have the capability of operating through an antenna(s) mounted external to the aircraft.	Yes Or No	Must at a minimum, include a design declaration.
D5	SOW Appendix 1, Para 4.5	The system must be capable of being secured to the aircraft to meet flight, ground and emergency landing loads without failure.	Yes Or No	Must at a minimum, include Acceptance by Airworthiness Authority or Supporting Substantiation evidence.
D6	SOW Appendix 1, Para 4.6	The system's radiated power at the antenna must be adjustable when an internal window antenna is used.	Yes Or No	Must at a minimum, include a design declaration.
D7	SOW Appendix 1,	The system must operate on 28VDC aircraft power with a max	Yes	Must at a minimum, include
(P):	Para 4.7	electric current of 20 AMP.	Or No	a design declaration.
The	Para 4.7 Mandatory Priv	electric current of 20 AMP. vacy Specifications m must satisfy the following privacy s	No	declaration.
The	Para 4.7 Mandatory Priv	electric current of 20 AMP. vacy Specifications m must satisfy the following privacy s	No pecifications f Yes Or	declaration. For the Contractors' bid to be Must at a minimum, include a design declaration or a
The decl	Para 4.7 Mandatory Priv CASSAR system ared responsive SOW Appendix 1,	electric current of 20 AMP. <b>/acy Specifications</b> m must satisfy the following privacy s The system must not affect or interact with a cell phone that is connected to a commercial	No pecifications f	declaration. For the Contractors' bid to be Must at a minimum, include a design declaration or a test report. Must at a minimum, include a design declaration or a
The decl P1	Para 4.7 Mandatory Priv CASSAR system ared responsive SOW Appendix 1, Para 5.1 SOW Appendix 1,	electric current of 20 AMP. <b>vacy Specifications</b> m must satisfy the following privacy s The system must not affect or interact with a cell phone that is connected to a commercial cellular network. The system must not provide any identifiable personal information to the operator and any third party	No pecifications f Yes Or No Yes Or No Yes Or Yes Or	declaration. For the Contractors' bid to be Must at a minimum, include a design declaration or a test report. Must at a minimum, include a design declaration or a test report. Must at a minimum, include a design declaration or a test report.
The decl P1 P3	Para 4.7 Mandatory Priv CASSAR system ared responsive SOW Appendix 1, Para 5.1 SOW Appendix 1, Para 5.3 SOW Appendix 1,	electric current of 20 AMP. <b>vacy Specifications</b> m must satisfy the following privacy s The system must not affect or interact with a cell phone that is connected to a commercial cellular network. The system must not provide any identifiable personal information to the operator and any third party user. The system must not store any information on non-target cell	No pecifications f Yes Or No Yes Or No Yes	declaration. For the Contractors' bid to be Must at a minimum, include a design declaration or a test report. Must at a minimum, include a design declaration or a test report. Must at a minimum, include a design

De	80W	The evotor must sutematizely	Vee	Must at a					
P6	SOW	The system must automatically	Yes	Must at a minimum, include					
	Appendix 1, Para 5.6	erase information collected during the flight when powered off.	Or	a design					
	Fala 5.0	the light when powered on.	0						
			No	declaration or a					
	MandatawyCard	lificationa Dominamenta	No	test report.					
(0):1	(C): Mandatory Certifications Requirements								
	CASSAR system declared respo	n must satisfy the following certificati nsive.	on requiremer	nts in order for the Contractors' bid					
C1	SOW	The system must have no failure	Yes	Must at a					
_	Appendix 1,	mode that could result in a hazard		minimum, include					
	Para 6.1	to the aircraft within the meaning	Or	Acceptance by					
		of Canadian Aviation Regulations	•	Airworthiness					
		Part 5 Airworthiness Manual	No	Authority or					
		(AWM) 525.1309 /529.1309 as		Supporting					
		appropriate to aircraft type (fixed		Substantiation					
		wing or rotary wing aircraft)		evidence.					
C2	SOW	The system must meet 14CFR	Yes	Must at a					
52	Appendix 1,	25/29 flammability requirements		minimum, include					
	Para 6.2	and any external cabling (power	Or	Acceptance by					
		or antenna cabling) shall have		Airworthiness					
		self-extinguishing insulation equal	No	Authority or					
		to or better than that originally	NO	Supporting					
		approved under the aircraft type		Substantiation					
		certificate		evidence.					
C3	SOW	The system must have already	Yes	Must at a					
03	Appendix 1,	been tested and satisfies Radio	165	minimum, provide					
	Para 6.3	Technical Commission for	Or	Evidence of					
	Fala 0.5	Aeronautics (RCTO) DO-160	01	compliance to					
		and/or equivalent MIL STD 810	No	DO-160 or MIL					
		environmental testing	NO	STD 810.					
		requirements for transport		310 010.					
C4	SOW	category airplanes or rotorcraft The systems' EMI characteristics	Yes	Must at a					
04	Appendix 1,	must meet the interference	105	minimum, provide					
	Para 6.4	control requirements of RTCA	Or	Evidence of					
	i aia 0.4	DO-160G and/or MIL-STD-461G		compliance to					
		as demonstrated by an	No	DO-160 or MIL					
		equipment-level EMI/EMC test	110	STD 810.					
		performed in accordance with							
		MIL-STD-461G and/or RTCA							
		DO-160G;							
		DO-100G,							
C5	SOW	The eveter must be eutherized	Voc	Must provide at a					
60		The system must be authorized	Yes	Must provide at a					
	Appendix 1,	for use by at least one of the	Or	minimum, Evidence of Proof					
	Para 6.5	national radio frequency spectrum	Or						
		regulators from a Five Eyes	No	of Acceptance by					
		(FVEY) or NATO country.	No	a National Radio					
		Examples of eccentable methods		Frequency					
		Examples of acceptable national		Regulator.					
		radio frequency spectrum							
		regulators include the United							
		States Federal Communications							

	Commission and the United Kingdom Ofcom		
To be completed by	<mark>r Canada</mark>		Pass
	nstrated compliance with all mandat bid submission instructions?	tory criteria specified above in	Fail

# 6.0 RATED CRITERIA

**6.1** Only bids that meet all the mandatory criteria will be subject to point rating. For all declarations in the Rated Criteria, the bidder must complete the following sections in Table 2: Rated Criteria Compliance Matrix:

- **a**. Proof of Compliance: completed if the criteria can be assessed
- b. Reference in Proposal: completed if the criteria can be assessed

**6.1.2** The Bidder must not alter any of the rated criteria identified in Table 2 in their response. Any bid that cannot be assessed will be rated as zero (0). The Bidder should address all requirements and specifications separately.

**6.1.3** All criteria identified in Table 2 must be accompanied with the applicable technical documentation as specified in the Technical Documentation Requirements specified in Figure 1 in this bid evaluation. Failure to provide the documentation to demonstrate proof of compliance for a specific requirement at time of bid, will result in that requirement not being assessed and awarded a score of zero (0).

**6.1.4** There is no minimum passing mark for the rated requirements. Bidders who fail to submit complete bids with all the supporting documentation requested will be rated accordingly.

#	SOW Refere nce	Requirement	Max. Pts.	Scoring Method	Proof of Compliance	Reference in Proposal (Document , Page #, Etc.)
(OT): 0	Optional 1	Technical Specifications				
The C/		rstems should be capable of t	the following	g optional technical	specifications:	-
OT1	SOW	The system should be	30	P= (A-20)/(B-20)	Must at a	
	Appen	capable of detecting and		x 30	minimum, include	
	dix 1,	locating a fully functional			a test report.	
	Para 3.1	cell phone, when not in contact with a commercial		Where:		
	5.1	cellular network, at a line		P= Pts. awarded		
		of sight range of greater		for response		
		than 20 kilometers from the aircraft when the		under evaluation		
		aircraft is an altitude		A= Max. range		
		between 3000 to 10,000		of the system		
		feet above ground.		under evaluation		

				B = Max. range among all proponent	
OT2	SOW Appen dix 1, Para 3.2	The system should be capable of requesting and receiving GPS coordinates from a cellular "phone of interest" that is not in contact with a	10	system Not capable = 0 pts. Capable = 10 pts.	Must at a minimum, include a test report.
OT3	SOW Appen dix 1, Para	commercial cellular network. The CASSAR should be capable of detecting and tracking multiple target cell phones as well as the	10	25 or more targets = 10 pts. 20 up to 24	Must at a minimum, include a test report.
	3.3	"phone of interest". For the purposes of this evaluation criteria, the "phone of interest" is not included in the number of targets.		<ul> <li>targets = 8 pts.</li> <li>15 up to 19 targets = 6 pts.</li> <li>10 up to 14 targets = 4 pts.</li> <li>5 up to 9 targets = 2 pts.</li> <li>Less than 5</li> </ul>	
OT4	SOW Appen dix 1, Paras, 3.4, 3.4.1 and 3.4.2	The CASSAR should be capable of operating in one or both "disaster relief" scenarios as follows: Should be able to broadcast a text message to all cell phones not connected to a commercial cell phone network within range in order to pass public safety messages, warnings or directions to victims; and/or Should be able to provide a mass-mapping capability of cell phone locations in an area with no cellular infrastructure.	20	targets = 0 pts. Meets no scenario = 0 pts. Meets one scenario = 10 pts. Meets both scenarios = 20 pts	Must at a minimum, include a test report.
(OC):	Optional	Certification Requirements	l	1	<u>                                      </u>
The C	ASSAR sy	stems should be capable of t	the followin	g optional certificati	on requirements:

Ap dix Pa 6.1	open < 1, ara. 1	The system should have already been certified for operation on aircraft by another airworthiness authority acceptable to the DND Technical Airworthiness Authority.	30	Not certified = 0 pts. Certified = 30 pts.	Must at a minimum, provide evidence of Acceptance by Airworthiness Authority	
	<mark>To be completed by Canada</mark> Total Rated Criteria Points Available=100			Bidder awarded points (out of 100)=		

# 7.0 COST EVALUATION

**7.1** The cost evaluation for the CASSAR system and related components will be evaluated in accordance with the unit price plus the cost of the training package offered in the Basis of Payment Table 1 and 2. For information purposes only, the methodology for the cost evaluation is identified in the Table 3 below.

## Table 3- Cost Evaluation

#	References	Deliverables Costs	Bid Cost ("B")	Lowest Bid Cost ("C")	Cost Score: (System's cost relative to the lowest cost system)
1	Basis of Payment Table 1 and 2	CASSAR SYSTEMS AND RELATED COMPONENTS AND TRAINING PACKAGE	Bid Cost	Lowest bid cost	"C" divided "B"
To be completed by Canada Total Available Points for Cost =100			To be completed by Canada Awarded Points of out 100=		

# ANNEX D- SOLICITATION PACKAGE CHECKLIST

The following table is a checklist to assist in the Bidders' self-evaluation. Notwithstanding the deliverable requirements specified in this solicitation and associated Technical Specifications, below are the deliverables that must be submitted at bid closing.

Deliverables to be submitted at the time of bid closing							
#	Part	Item	Description	Documents Provided			
Technical Bid							
1	RFP	Front Page	Completed and signed first page of RFP				
2	Annex D Solicitation Package Checklist	All	Completed bid Package Checklist				
3	Annex C Bid Evaluation	Mandatory Criteria: T1-T6 D1-D7 P1-P6 C1-C5	Supporting technical documentation and bid reference for each mandatory criteria				
4	Annex C	Rated Criteria: OT1-OT6 OC1	Supporting documentation and bid reference for each rated criteria, when applicable.				
Financi	Financial Bid						
5	Annex B	Table 1 (A) or (B), Table 2, Table 3	Completed Annex B- Basis of Payment				
6	Annex E	All	Completed Electronic Payment Instructions				
Certification							
7	Annex F	All	Completed Federal Contractors Program for Employment Equity Certification				
8	Annex G	All	Completed Integrity Designation Form				

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## **ANNEX E- ELECTRONIC PAYMENT INSTRUMENTS**

As indicated in Part 3, clause 3.1.2, the Bidder must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

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

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

## ANNEX F- FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit <u>Employment and Social</u> <u>Development Canada (ESDC) – Labour's</u> website.

Date: \_\_\_\_\_(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- () A1. The Bidder certifies having no work force in Canada.
- () A2. The Bidder certifies being a public sector employer.
- () A3. The Bidder certifies being a <u>federally regulated employer</u> being subject to the <u>Employment Equity Act</u>.
- () A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - () A5.1. The Bidder certifies already having a valid and current <u>Agreement to Implement Employment</u> <u>Equity</u> (AIEE) in place with ESDC-Labour.
- OR
- A5.2. The Bidder certifies having submitted the <u>Agreement to Implement Employment Equity</u> (<u>LAB1168</u>) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.
- B. Check only one of the following:
- () B1. The Bidder is not a Joint Venture.

#### OR

() B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

### **ANNEX G- INTEGRITY DESIGNATION FORM**

