REQUEST FOR PROPOSAL / DEMANDE DE PROPOSITION

RETURN BIDS TO / RETOURNER LES SOUMISSIONS À:

Electronically to DLP7-DOT7@forces.gc.ca and Sonia.Hatherall@forces.gc.ca

Proposal To: National Defence Canada

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

Proposition à : Défense nationale Canada

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

Title / Titre:	Solicitation No / No de l'invitation:
GPS Time Server	W8476-236675/A
Date of Solicitation / Date de l'invitation:	
6 January 2023	
Address Enquiries to – Adresser toutes questions à:	
Sonia Hatherall	
Sonia.Hatherall@forces.gc.ca	
Directorate of Land Procurement 7-4	
45 Blvd. Sacre-Coeur	
J8X 1C6	
Telephone No. / Nº de téléphone:	FAX No / No de fax:
343-541-7235	
Destination:	
Canadian Forces Support Group CFSG (O-G)	
Receipts and Issues (Attn: Micheline Benoit)	
360 Paul Benoit Dr.	
Gloucester, ON, K1V 2E5	
Instructions:	
Municipal taxes are not applicable. Unless otherwise specified h	erein all prices quoted must include all applicable

Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions:

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

Solicitation Closes / L'invitation prend fin:	Delivery required / Livraison exigée:	Delivery offered / Livraison proposée:
At / à : 14h00 EST	Vendor Name and Address / Raison sociale et	adresse du fournisseur:
On / le : 24 January, 2023 / 24 Janvrier 2023	Name and title of person authorized to sign on autorisée à signer au nom du fournisseur (cara	behalf of vendor (type or print) / Nom et titre de la personne actère d'imprimerie):
	Name / Nom:	Title / Titre:
Canad <mark>ä</mark>	Signature:	Date:



TABLE OF CONTENTS

PARI '	1 - GENERAL INFORMATION	3
1.1 1.2 1.3 1.4 1.5	SECURITY REQUIREMENTS REQUIREMENT DEBRIEFINGS TRADE AGREEMENTS CANADIAN CONTENT	3 3 3
PART 2	2 - BIDDER INSTRUCTIONS	3
2.1 2.2 2.3 2.4	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS ELECTRONIC SUBMISSION OF BIDS ENQUIRIES - BID SOLICITATION APPLICABLE LAWS	4 4
PART 3	3 - BID PREPARATION INSTRUCTIONS	5
3.1	BID PREPARATION INSTRUCTIONS	5
PART 4	4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	6
4.1 4.2	EVALUATION PROCEDURES	
PART	5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	6
5.1 5.2	CERTIFICATIONS REQUIRED WITH THE BIDCERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	
PART 6	6 - RESULTING CONTRACT CLAUSES	8
6.14	SECURITY REQUIREMENTS REQUIREMENT STANDARD CLAUSES AND CONDITIONS TERM OF CONTRACT AUTHORITIES PAYMENT INVOICING INSTRUCTIONS CERTIFICATIONS APPLICABLE LAWS PRIORITY OF DOCUMENTS DEFENCE CONTRACT INSURANCE PACKAGING REQUIREMENT QUALITY ASSURANCE	
	CHMENT 1 TO PART 3 OF THE - BID SOLICITATION	
	CING SCHEDULE	
	STRONIC DAVMENT INSTRI IMENTS	13 1 <i>1</i>

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There are no security requirements.

1.2 Requirement

This requirement is for the acquisition of GPS time servers for the AirSpace Coordination Centre Modernization (ASCCM) platforms.

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

1.3 Debriefings

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

1.4 Trade Agreements

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

1.5 Canadian Content

The requirement is subject to a preference for Canadian goods and/or services.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The SACC Manual clause 2003 (2022-03-29) Standard Instructions – Goods and Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 20(2), Further Information is deleted in its entirety.
- c) Subsection 2.d. of Section 05, Submission of Bids, is deleted in its entirety and replaced with the following:

Send bids only to the address specified in the bid solicitation.

- d) Section 06, Late Bids, Is deleted in its entirety;
- e) The text under Section 07, Delayed Bids, is deleted in its entirety and replaced with the following:

It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.

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

Delete: 60 days Insert: 18 days

2.1.1 SACC Manual Clauses

SACC Manual clause B3000T (2006-06-16) - Equivalent Products

2.2 Electronic Submission of Bids

- a) Bids must be submitted only to the Department of National Defence by the date, time and place indicated on page 1 of the bid solicitation. Bids must be received electronically as noted in subparagraph b).
- b) Electronic Submissions: Individual e-mails exceeding five (5) megabytes, or that includes other factors such as embedded macros and/or links, may be rejected by the DND e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. The Contracting Authority will confirm receipt of documents. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Bidders should not assume that all documents have been received unless the Contracting Authority confirms receipt of each document. In order to minimize the potential for technical issues, Bidders are requested to allow sufficient time before the closing time and date to confirm receipt. Technical and financial documents received after the closing time and date will not be accepted.

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

2.3 Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (1 soft copy)

Section II: Financial Bid (1 soft copy)

Section III: Certifications (1 soft copy)

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

Bidders may use Attachment 1 to Part 3 to indicate their prices. If Bidders choose to use Attachment 1 to Part 3 to indicate their prices, Bidders must include Attachment 1 to Part 3 in their financial bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid and use a numbering system that corresponds to the bid solicitation.

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid as follows:

 Bidders must submit firm prices, Delivered Duty Paid (DDP) at (Department of National Defence, Canadian Forces Support Group (CFSG (O-G)), Receipts and Issues, 360 Paul Benoit Dr., Gloucester, Ontario, K1V 2E5, Canada) Incoterms 2010, Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately.

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.

Section III: Certifications

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

3.1.1 Electronic Payment of Invoices - Bid

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

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

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

3.1.2 Exchange Rate Fluctuation

SACC Manual clause C3011T (2013-11-06), Exchange Rate Fluctuation

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine if there are two (2) or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the Competition Act, R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

4.1.1 Technical Evaluation

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

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) at (Department of National Defence, CFSG (O-G), Receipts and Issues, 360 Paul Benoit Dr., Gloucester, Ontario, K1V 2E5, Canada) Incoterms 2010, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price on an aggregate basis will be recommended for award of a contract.

4.2.1 Tie Breaker

If bids are equal in value, bid with the earliest delivery date will be recommended for award of a contract.

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Canadian Content Certification

SACC Manual clause A3061T (2018-12-06) Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

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

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

The Bidder certifies that:

() the good(s) offered are Canadian goods as defined in paragraph 1 of clause A3050T.

5.1.2.2 SACC Manual clause A3050T (2020-07-01) Canadian Content Definition

5.2 Certifications Precedent to Contract Award and Additional Information

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

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

6.2 Requirement

W8476-236675/A

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

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <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.

SACC Manual clause A3060C (2008-05-12) Canadian Content Certification

6.3.1 General Conditions

SACC Manual clause <u>2010A</u> (2022-01-28) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract, with the following modifications:

a. Definition of Minister is modified as follows:

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

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received on or before 7 February 2023.

6.4.2 Shipping Instructions

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

1. Incoterms 2010 "DDP Delivered Duty Paid" (Department of National Defence, Canadian Forces Support Group (CFSG (O-G)), Receipts and Issues, 360 Paul Benoit Dr., Gloucester, Ontario, K1V 2E5, Canada)

- 2. The Contractor must deliver the goods to Canadian Forces Support Group (CFSG (O-G)).
 - a. Canadian Forces Support Group Receipts and Issues 360 Paul Benoit Drive Ottawa, ON K1V 2E5

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name:
Title:
Department of National Defence
Directorate:
Address:
Telephone:
E-mail address:

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

6.5.2 Technical Authority

The Technical Authority for the Contract is:

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

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

6.5.3 Contractor's Representative

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

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price *for a cost of* (\$ ______). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.6.2 Limitation of Price

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

6.6.3 Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

6.6.4 SACC Manual Clauses

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

6.6.5 Electronic Payment of Invoices – Contract

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

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

6.7 Invoicing Instructions

- The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.8 Certifications

6.8.1 Compliance

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

6.9 Applicable Laws

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

Amd. No. - N° de la modif.

6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions *SACC Manual clause* <u>2010A</u> (2022-01-28) General Conditions Goods (Medium Complexity)
- (c) Annex A, Requirement;
- (d) the Contractor's bid dated _____

6.11 Defence Contract

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

6.12 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance - No Specific Requirement

6.13 Packaging Requirement

SACC Manual clause <u>D2000C</u> (2007-11-30), Markings

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

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

6.14 Quality Assurance

SACC Manual clause <u>D5545C</u> (2019-05-30), ISO 9001:2008 – Quality Management Systems Requirement (Quality Assurance Code C)

ANNEX "A" - REQUIREMENT

Item / Artic les	Part Numbers / Numéro de pièces	Description / Description	Unit of Issue / Unité de distributi on	Quantity / Quantité	Destination Address / Adresse de la destination	Invoice Address / Adresse de facturation	Quality Assuranc e Code (QAC)	Controlled Goods (CTAT or ITAR)
001	GMR1000 NSN - 664520A0Y 5529 or equivalent	GMR1000 with the following integrated configuration: GMR1000:-GMR-HSO-2 (OCXO High Stability Oscillator); GMR1000:-GMR-PPS-OUT (PPS Output, SMA Cntr); GMR1000:-GMR-PPO (Programmable Pulse Output, SMA Cntr); GMR1000:-GMR-SYNC-IN (PPS, PPM, PPH, Input, SMA Cntr); GMR1000:-GMR-SYNC-IN (PPS, PPM, PPH, Input, SMA Cntr); and GMR1000:-POWER-DC-NA(Nort American 24VDC Wall Transformer with Locking Plug) (for equivalency see section 2.1.1) Used to distribute the GPS time from the platforms Defence Advanced GP Receiver (DAGR) system, to the ASCCM network. Also provides a 1 pulse per second (1 PPS) synchronization signal from the DAG to the STT, to aid in keeping a time sync.	EA	12	Canadian Forces Support Group CFSG (O-G) Receipts and Issues ATTN: Micheline Benoit 360 Paul Benoit Dr. Gloucester, ON K1V 2E5	Send electronically to: DLP7- DOT7 @forces.gc.ca	С	F

ATTACHMENT 1 TO PART 3 OF THE - BID SOLICITATION

PRICING SCHEDULE

Item / Articles	Part Numbers / Numéro de pièces	Description / Description	Unit of Issue / Unité de distributi on	Quantity / Quantité	Destination Address / Adresse de la destination	Invoice Address / Adresse de facturation	FIRM UNIT PRICE: Delivered Duty Paid (DDP), Transportation costs included, Applicable taxes extra PRIX UNITAIRE FERME: Service de livraison payé (SLP?), Coûts de transport compris, Taxes applicables en sus	EXTENDED PRICE: Applicable taxes extra / PRIX UNITAIRE FERME: Taxes applicables en sus	TOTAL PRICE PRICE: Applicable taxes Included// PRIX COMPRIS: Taxes applicables inclus
001	GMR100 0 NSN - 664520A 0Y5529 or equivale nt	GMR1000 with the following integrated configuration: GMR1000:-GMR-HSO-2 (OCXO High Stability Oscillator); GMR1000:-GMR-PPS-OUT (PPS Output, SMA Cntr); GMR1000:-GMR-PPO (Programmable Pulse Output, SMA Cntr); GMR1000:-GMR-SYNC-IN (PPS, PPM, PPH, Input, SMA Cntr); and GMR1000:-POWER-DC-NA (North American 24VDC Wall Transformer with Locking Plug) (for equivalency see section 2.1.1) Used to distribute the GPS time from the platforms Defence Advanced GPS Receiver (DAGR) system, to the ASCCM network. Also provides a 1 pulse per second (1 PPS) synchronization signal from the DAGR to the STT, to aid in keeping a time sync.	EA	12	Canadian Forces Support Group CFSG (O-G) Receipts and Issues ATTN: Micheline Benoit 360 Paul Benoit Dr. Gloucester, ON K1V 2E5	Send electronically to: DLP7- DOT7@forces.gc.ca			
							TOTAL		

ANNEX "B" to PART 3 OF THE - BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrumer	nt(s):
() Direct Deposit (Domestic and International);	
() Electronic Data Interchange (EDI);	
() Wire Transfer (International Only);	