



National Defence

Défense nationale

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

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

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

National Defence Headquarters
101 Colonel By Drive
Ottawa ON
K1A 0K2
Attn: Katie McCann, DLP 7-2
Katie.McCann@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 Satcom Simulator	Solicitation No – N° de l’invitation W8476-246182/A
Date of Solicitation – Date de l’invitation 09 May 2024	
Address Enquiries to – Adresser toutes questions à Katie McCann Katie.McCann@forces.gc.ca	
Destination Department of National Defence / Département de la Défense Nationale; 7 CFSD- Receipts Section CFB Edmonton 195 Ave. and 82 St. – Bldg 236 Edmonton, Alberta T5J 4J5 Canada	

Instructions:

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

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

Solicitation Closes – L’invitation prend fin At – à : 14 :00 Eastern Standard Time On - le : 03-June-2024
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Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Vendor Name and Address - Raison sociale et adresse du fournisseur	
Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)	
Name/Nom _____	
Title/Titre _____	
Signature _____	Date _____

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to this Contract.

1.2 Requirement

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

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 10 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 World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-Chile Free Trade Agreement (CCFTA), the Canadian Free Trade Agreement (CFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoIFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-Honduras Free Trade Agreement (CHFTA), the Canada-Korea Free Trade Agreement (CKFTA) and the Canada-European Union Comprehensive Economic and Trade Agreement (CETA).

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2023-06-08) 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 its bid 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.
- f) Subsection 1 of Section 08, Transmission by Facsimile, is deleted in its entirety.

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

Delete: 60 days
Insert: 120 days

2.1.1 Evaluation Procedures for Equivalent Products

- a) This bid solicitation includes requirements to propose equipment (each, a Line Item) that has been specified by a part number in order to ensure compatibility, interoperability and interchangeability with existing equipment owned by Canada.
- b) Where equipment has been described in this bid solicitation by part number and more than one part number is listed as associated with a single Line Item, equivalency will be assessed against the first part number, referred to as the Item of Supply. Other part numbers listed under that Line Item will be considered to meet the requirement without requiring an assessment as an equivalent product.
- c) Proposed equipment that is a replacement part number (superseded or obsolete) from the Original Equipment Manufacturer of the Item of Supply listed under a Line Item must be assessed as an equivalent product under this Article, in order to be considered to meet the requirement.
- d) If a bidder intends to propose a part as an equivalent to a required Item of Supply, and it has or is able to obtain complete specifications for the Item of Supply, it must provide to Canada in its bid this Item of Supply specification, along with the specification established for its proposed equivalent. Canada may instruct the bidder to use the provided Item of Supply specification, or another specification provided by Canada, for the purposes of demonstrating equivalency. If the Item of Supply specification is provided by Canada to the bidder, it will be made available to all bidders at the same time. During the evaluation period, the bidder must provide to Canada an analysis within seven business days of the request to do so, showing a comparison of the specification of its proposed equivalent part with the Item of Supply specification. The analysis must demonstrate that the proposed equivalent part is equivalent in fit, form, function, quality and performance to the required Item of Supply, that it meets any mandatory performance criteria identified in the solicitation, and that the proposed equivalent is fully compatible, interoperable and interchangeable with existing equipment identified in the bid solicitation. If the analysis submitted by the bidder does not demonstrate to the satisfaction of Canada such requirements, the bid will either be declared non-responsive, or will be subject to further evaluation if sampling is requested by Canada.
- e) It is the responsibility of the Bidder to include all information required to evaluate the proposed equivalent product as described above; however, all bidders acknowledge that Canada will have

the right, but not the obligation, to request any additional information during the evaluation that it requires to make a determination regarding the product proposed.

- f) The bidder must provide the number of samples of its proposed equivalent part requested by Canada, transportation charges prepaid, and without charge to Canada, within three business days from the date of a request by the Contracting Authority:
- (a) if no specifications for the Item of Supply acceptable to Canada are available for the assessment above, or
 - (b) if, in addition to the evaluation of the analysis submitted under paragraph 1, Canada wishes to perform testing on the proposed equivalent part to make its determination regarding whether the part is equivalent in form, fit, function, quality and performance. Canada also reserves the right to conduct testing regarding other aspects of equivalency, such as durability and interoperability, as compared to the Item of Supply. All tests will be documented by Canada. A sample submitted by a Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the testing does not demonstrate equivalency with respect to the aspects tested by Canada, the bid will be declared non-responsive.
- h) If:
- (a) at least one bid is received proposing an equivalent part,
 - (b) no acceptable specifications of the requested Item of supply are provided by the bidder proposing the equivalent,
 - (c) no acceptable specifications of the requested Item of Supply are available to Canada, and
 - (d) Canada is unable to test a sample for any reason (including that the Item of Supply being procured is new to use, or its interoperable parts are not available for use in testing), then,
 - i) if there are two (2) or more responsive bids in respect of the Item of Supply (not an equivalent), the evaluation process will be limited to those responsive bids.
 - ii) If there are fewer than two (2) responsive bids, Canada will cancel the bid solicitation and then determine next steps, including whether specifications can reasonably be developed for the Item of Supply required by Canada.

2.1.2 Dual-Use Goods - General

a. Bid involving Production of or Access to Dual-Use Goods

- (1) When the Bid solicitation and/or resulting contract includes Dual-Use Goods, Bidders are advised that access to Dual-Use Goods, technology and technical data is subject to export control regulations and may require transfer approval by the applicable foreign country.
- (2) When the Bid solicitation and/or resulting contract includes Dual-Use Goods, requests for goods, technology and technical data related to Dual-Use Goods, should be made in writing to the Procurement Practitioner identified in the Bid solicitation.
- (3) The Bidder must obtain retransfer authorization through the Procurement Practitioner before receiving the goods, technology and technical data and /or before giving access to the Dual-Use goods, technology and technical data to any third party.

2.1.3 Identification and Marking of Dual-Use Goods

- a. **Identification of Dual-Use Goods.** When the Bid solicitation process involves Dual-Use Goods as listed on the [Export Control List](#) (groups 1, 2, 5 [article 5504]), or as found in the [U.S.](#)

[Commerce Control List](#) (500 or 600 series), the Bidder must identify those Dual-Use Goods to the Department of National Defence. Dual-Use Goods are controlled in Canada under the Export and Import Permits Act.

b. Marking of hard copy and electronic copy

- (1) On each page of the controlled drawings or technical documents, add "Dual-Use Goods/marchandises à double usage".
- (2) On both the front & back pages of controlled documents, add the following notice:
This documentation contains controlled goods information in accordance with the Schedule to the [Defence Production Act](#) and, therefore, must be given the proper security to prevent the unauthorized examination, possession or transfer to a third party. Total destruction is required on disposal. Cette documentation contient des renseignements sur des marchandises contrôlées, conformément à l'annexe de la [Loi sur la production de la défense](#). Il faut donc lui accorder la protection appropriée afin d'en empêcher l'examen ou la possession par une personne non autorisée ou le transfert non autorisé à un tiers. La destruction totale est requise lors de l'élimination.
- (3) For deliverables provided in electronic format, the metadata file should identify the "dual-use goods" status of drawings and technical documents with a DMC "A" for non-controlled items or a DMC of "Q" for export-controlled items that do not require registration".

2. Submission of Bids

- a. When the Bid response includes Dual-Use Goods, the Bidder must provide a copy of all documents associated with the export approval issued by a foreign government, when applicable.
- b. Bidders are advised that goods and technical data related to Dual-Use Goods provided by Canada, are solely for the purposes of this Bid solicitation, are not to be copied, or used for any other purposes, or released to any third party without prior approval from the Procurement Practitioner.

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 five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid 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)
- Section IV: Additional Information (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 Annex A to indicate their prices. If Bidders choose to use Attachment 1 to Part 3 to indicate their prices, Bidders must include Attachment 1 to Part 3 in their financial bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) format;
- (b) 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 7 CFSD – Receipts Section, CFB Edmonton, 195 Ave & 82 ST – Bldg. 236, Edmonton, AB, T5J 4J5, Incoterms 2010, Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately.

Pricing - Multi-Item Bid Solicitation

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

3.1.1 Electronic Payment of Invoices

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 SACC Manual Clauses

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

Bidders must provide the Part Number 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 7 CFSD – Receipts Section, CFB Edmonton, 195 Ave & 82 ST – Bldg. 236, Edmonton, AB, T5J 4J5, 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 to be declared responsive. The responsive bid with the lowest evaluated price on an item by item basis will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.3 Submission of Bids

- a. When the Bid response includes Controlled Goods, the Bidder must provide a copy of all documents associated with the export approval issued by a foreign government.
- b. If the technical proposal package contains Controlled Goods as defined by the Defence Production Act, (i.e. controlled technical data or a sample of a controlled good) the Bidder must so inform the Contract Authority by adding the statement "This Bid Contains Controlled Goods" on the outer envelope of the Bid submission."
- c. Bidders are advised that goods and technical data related to Controlled Goods provided by Canada, are solely for the purposes of this Bid solicitation, are not to be copied, or used for any other purposes, or released to any third party without prior approval from the Procurement Practitioner.

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

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2010A](#) (2022-12-01), 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.

6.3.2 Supplemental General Conditions

4011 (2012-07-16), Goods – Medium Complexity, apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received on or before December 31st, 2024.

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" 7 CFSD – Receipts Section, CFB Edmonton, 195 Ave & 82 ST – Bldg. 236, Edmonton, AB, T5J 4J5.
2. The Contractor must deliver the goods to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.
 - a. 7 CF Supply Depot Lancaster Park
Edmonton, Alberta
Telephone: 780-973-4011, ext. 4524

6.5 Authorities

6.5.1 Procurement Authority

The Procurement Authority for the Contract is:

Name: Katie McCann
Title: Junior Materiel Acquisition and Support Officer
Department of National Defence
Directorate: DLP 7-2
E-mail address: katie.mccann@forces.gc.ca

The Procurement Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Procurement 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 Procurement Authority.

6.5.2 Project Authority

To be inserted at contract award.

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Telephone : _____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project 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

To be inserted at contract award.

Name: _____
Title: _____
Organization: _____
Telephone : _____
E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), as specified in Annex "X" 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 Terms of Payment

SACC Manual clause [H100C](#) (2008-05-12) Multiple Payments

6.6.4 Electronic Payment of Invoices – Contract

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

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

6.7 Invoicing Instructions

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.

Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.8 Certifications

6.8.1 Compliance

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

6.9 Applicable Laws

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

6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions [4011](#) (2012-07-16), Goods – Medium Complexity;
- (c) the general conditions [2010A](#) (2022-12-01), General Conditions - Goods (Medium Complexity);
- (d) Annex A, Requirement;
- (e) the Contractor's bid dated _____ (*insert date of bid*)

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 Controlled Goods

a. Transfer/management of Dual-Use Goods

- (1) When the Contract requires the production of or access to Dual-Use Goods, the Contractor must provide to the Procurement Practitioner, a copy of the documents associated with the export and transfer approval, issued to them, by the foreign government, prior to producing, accepting delivery or accessing Dual-Use Goods.
- (2) The Contractor must obtain authorization through the Procurement Practitioner before receiving the Dual-Use Goods, technology and technical data and/or before giving access to the Dual-Use Goods, technology and technical data to any third party.
- (3) Any request to transfer Dual-Use Goods to a third party, including subcontractors, must be submitted to Canada, at least 60 calendar days before the planned transfer.
- (4) The Contractor and their subcontractor are advised that goods, technology and technical data related to Dual-Use Goods provided by Canada, are solely for the purposes of this contract, are not to be copied or used for any other purposes, or released to any third party without prior approval from the foreign country through the procurement practitioner.

b. Return of Dual-Use Goods

All Dual-Use Goods related goods and technologies in possession of the Contractor must be returned to Canada, inclusive of any packing, shipping or delivery instructions, under the following circumstances:

- (1) whenever there is no more need or requirement for access, possession or transfer of one or more of the Dual-Use Goods; or
- (2) at the expiry, or termination, of the Contract; or
- (3) as instructed by the Procurement Practitioner, in consultation with the Technical Authority.

Identification and Marking of Dual-Use Goods

a. Identification of Dual-Use Goods

The Contract involves Dual-Use Goods as listed on the [Export Control List](#) (groups 1, 2, 5 [article 5504]), or as found on the [U.S. Commerce Control List](#) (500 or 600 series). The Contractor must identify those dual-use goods to the Department of National Defence. Dual-Use Goods are controlled in Canada under the Export and Import Permits Act.

b. Categorization of Dual-Use Goods

When the Contract requires the production or provision of goods subject to any export control regulations, the contractor must provide, no later than the time of delivery, the complete reference to the category in the Schedule to the DPA, the specific references to the Wassenaar Arrangement, the European Union Military List, the European Union Dual-Use Category, the

applicable USML reference in the ITAR, or the CCL category in the U.S. EAR under which the items are found. More precisely, every invoice, customs paperwork or end-use assurance must include the country export regulation the items originate from and provide the complete export regulation category code. Items that are serialized, the serial numbers must be listed on the invoice or on the customs paperwork. Submitted at least 60 days prior to the scheduled delivery date of the deliverable end item.

c. Marking of hard copy and electronic copy

- (1) On each page of the controlled drawings or technical documents, add "Dual-Use Goods/marchandises a double usage".
- (2) On both the front & back pages of controlled documents, add the following notice:
This documentation contains dual-use goods information in accordance with the Schedule to the [Defence Production Act](#) and, therefore, must be given the proper security to prevent the unauthorized examination, possession or transfer to a third party. Total destruction is required on disposal.
- (3) For deliverables provided in electronic format, the Metadata file should identify the "dual-use goods" status of drawings and technical documents with a DMC "A" for non-controlled items or a DMC of "Q" for export-controlled items that do not require registration".

d. Technical data summary

The contractor shall furnish the Business Owner with a Technical Data Summary, a technical description or a technical specification, which shall include the physical and performance characteristics and a functional description of the deliverable end item, and where applicable a complete list of accessories and peripheral items required to complete the deliverable end item being supplied. For a deliverable end item procured by the contractor from a subcontractor or supplier, the contractor shall furnish the name of the manufacturer and its part numbers along with the necessary documentation.

6.14 Packaging Requirement

The Contractor must prepare item number(s) 1-3 integrity for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification *D-LM-008-036/SF-000*, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package item number(s) 1-3 in quantities of up to a maximum of 100 by package.

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

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

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

SACC Manual clause [D6010C](#) (2007-11-30), Palletization

6.15 Quality Assurance

SACC Manual clause [D5545C](#) (2019-05-30), ISO 9001:2008 – Quality Management Systems Requirement (Quality Assurance Code C)

6.16 SACC Manual Clauses

SACC Manual Clause [B1501C](#) (2018-06-21), Electrical Equipment

6.17 Equivalency of Equipment

- a) The Contractor guarantees that the equipment to be delivered under the Contract is:
- (i) equivalent in form, fit, function, quality and performance to the equipment requested by Canada that was described in the bid solicitation that resulted in the Contract;
 - (ii) if required by DND in the documentation submitted by the Contractor to obtain this Contract, Technical Airworthiness Cleared through the Technical Airworthiness Certification process, and that the original equipment manufacturer of such equipment has been certified as an Acceptable Manufacturing Organization, all in accordance with the DND C-05-005-001/AG-001 Technical Airworthiness Manual, and the DND C-05-005-P12/AM-001 AEPM Division Engineering Process Manual; and
 - (iii) fully compatible, interchangeable and interoperable with the existing equipment owned by Canada identified in the bid solicitation that resulted in this Contract.
- (b) The Contractor also guarantees that any warranties with third parties concerning the existing equipment owned by Canada identified in the bid solicitation will not be adversely affected by Canada's use of the equipment delivered under the Contract (for example, by interconnecting the equipment) or by any other services provided by the Contractor under the Contract. If Canada determines in its sole discretion that any such warranty has been adversely affected, at Canada's sole option, the Contractor must:
- pay to Canada the amount that Canada must pay to the original supplier (or an authorized reseller of that supplier) to re-certify Canada's existing equipment for warranty purposes and any other amounts paid by Canada to a third party in order to restore the equipment to full warranty status;
 - perform all warranty work on Canada's existing equipment in place of the original supplier; or
 - pay to Canada the amount that Canada must pay to the original supplier (or an authorized reseller of that supplier) to perform maintenance work on the equipment that otherwise would have been covered by the warranty.

The Contractor agrees that, during the Contract Period, if Canada determines that any of the equipment is not equivalent in form, fit, function, quality and performance to the existing equipment owned by Canada that was identified in the bid solicitation, or is not fully compatible, interchangeable and interoperable with the existing equipment owned by Canada that was identified in the bid solicitation, the Contractor must immediately and entirely at its own expense take all steps necessary to ensure that the equipment satisfies these requirements (for example, by implementing any additional software or firmware), failing which Canada will have the immediate right to terminate the Contract for default. The Contractor agrees that, if Canada terminates the Contract for this reason, the Contractor must pay to Canada the costs of reprocurring the equipment from a third party and the difference, if any, in price paid by Canada to the third party. The Contractor acknowledges that its failure to deliver equivalent equipment that satisfies the above requirements may result in the Contractor (as well as its affiliates and any other entities with whom the Contractor or its principals do not deal at arm's length) being unable to propose equivalent substitutes in response to future DND bid solicitations, on the basis that Canada has satisfactory evidence that based on this past behaviour, such entity is unsuitable and its equivalent bid should be rejected pursuant to Canada's standard instructions for competitive requirements.

Note to Bidders: This article will only be included in a resulting contract if equivalent products have been proposed

ANNEX A

REQUIREMENT

Item / Articles	Part Numbers / Numéro de pièces	Description / Description	Unit / Unité	Quantity / Quantité	Quality Assurance Code (QAC)	Controlled Goods (CTAT or ITAR)	Unit Price/ Prix d'unité	Total
1	LTT-03-W-198 22940-199-001	NSN: 5895-20-A10-7985 Quad-Band Satellite Simulators	EA	8	C			
2	BSM2-M-M210-AL2-000	NSN: 5985-01-717-1873 BlueSky Mast, 31.5 ft	EA	8	C			
3	BSM2-A-M410-MPA-TML	NSN: 5340-016860380 BlueSky Mounting Bracket	EA	8	C			
Sub-Total								
Taxes								
Total								

ANNEX "B"

ELECTRONIC PAYMENT INSTRUMENTS

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

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