



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:**

Leslie Hawkins
DLP 7-2-5-2
Leslie.Hawkins@forces.gc.ca

Proposal To: National Defence Canada

We hereby offer to sell to His Majesty the King 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 le Roi du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

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

At – à: 14 :00 Eastern Daylight Time

On - le : 15 August 2023

Title/Titre Hardware and Brackets	Solicitation No – N° de l'invitation W8486-238852/B
Date of Solicitation – Date de l'invitation 19 July 2023	
Address Enquiries to – Adresser toutes questions à Leslie Hawkins DLP 7-2-5-2 Leslie.Hawkins@forces.gc.ca	
Telephone No. – N° de téléphone 343-572-2027	FAX No – N° de fax N/A
Destination: Department of National Defence 7 CF Supply Depot, Receipts Section CFB Edmonton 195 Ave. & 82 nd Street – Bldg. 236 Edmonton, AB T5J 4J5	

Instructions:

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

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

Delivery required - Livraison exigée 30 November 2023	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 solicitation.

1.2 Requirement

The requirement is detailed in Annex "A", Requirement.

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

This requirement is subject to the Canadian Free Trade Agreement (CFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), the Canada-Columbia Free Trade Agreement (CCoIFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Canada-Honduras Free Trade Agreement (CHFTA), the Canada-Korea Free Trade Agreement (CKFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Ukraine Free Trade Agreement (CUFTA), the Canada-United Kingdom Trade Continuity Agreement (CUKTC), and the World Trade Organization-Agreement on Government Procurement (WTO-GPA).

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

This bid solicitation cancels and supersedes previous bid solicitation number W8486-238852/A dated 03 February 2023 with a closing of 15 March 2023 at 14:00 Eastern Daylight Time. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

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) (<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 (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 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) Section 08, Transmission by facsimile or by epost Connect, is deleted in its entirety.

2.1.1 SACC Manual Clauses

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:

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- (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.

 - (g) 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.

2.2 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 ten (10) 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 Availability of Drawings

Drawings are available for items 1 to 11, 14 to 21, 24-37 and 43-49 upon request. Bidders are to email their request for drawings to the DND Contracting Authority, Email: Leslie.Hawkins@forces.gc.ca specifying the Solicitation File No. Bidders are responsible to request drawings early enough to ensure that the drawings are received (through regular mail) before bid closing. Drawings for all items referred to in this Request for Proposal will be forwarded to interested bidders as a Technical Data Package (TDP) under a separate cover.

It should be noted that the drawings have been inadvertently identified as Proprietary to the Contractor who developed the drawings. The Crown has received official correspondence from Contractor noting that these drawings have been misidentified and the Crown has unlimited rights to use these drawings in accordance with the Contract(s) under which the drawings were developed.

In order to receive a TDP, the proposed Bidder must return a signed copy of Annex "D" to the Contracting Authority on page 1 of this Request for Proposal. It is to be duly signed by a senior representative of the company. The TDP will not be released to any bidder without receipt of the Non-Disclosure Agreement. Bidders are advised that the Contractor who developed the drawings will be provided with a copy of each signed Non-Disclosure Agreement. He will also be advised when each copy of the TDP has been returned to the Crown.

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 in PDF)

Section II: Financial Bid (1 soft copy in PDF)

Section III: Certifications (1 soft copy in PDF)

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 Annex "A" to indicate their prices, Bidders must include Annex "A" 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:

For First Article Inspection (FAI) Units with delivery to the Technical Authority:

Bidders must submit firm prices, Delivered Duty Paid (DDP) at:

Area Support Unit (ASU) Ottawa
R&I Section
Bldg. 346
Uplands Site
Ottawa, ON
K1A 0K5

For remaining Units:

Bidders must submit firm prices, Delivered Duty Paid (DDP) at:

7 CF Supply Depot – 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.

Bids must be submitted in Canadian dollars.

Pricing - Multi-Item Bid Solicitation

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

3.1.1 Electronic Payment of Invoices – Bid

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

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

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

3.1.2 Exchange Rate Fluctuation

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

3.1.3 SACC Manual Clauses

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Bidders must provide the Part Number(s) 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 ASU Ottawa, Uplands Site, Ottawa, ON and 7 CF Supply Depot, Edmonton, Alberta 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 and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price on an item by item basis will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 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.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed)" list at the time of contract award.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

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

b. 2010A 09 (2014-09-25) Warranty is modified as follows:

Section 09 subsection 2 is deleted in its entirety and replaced with the following:

The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. 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 as directed by Canada. If, 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.

All other provisions of the warranty section remain in effect.

6.3.2 Equivalency of Equipment

[To be inserted in Resulting Contract where a part number is specified, and an Equivalent Product is accepted]

(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:

- (i) 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

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- purposes and any other amounts paid by Canada to a third party in order to restore the equipment to full warranty status;
- (ii) perform all warranty work on Canada's existing equipment in place of the original supplier; or
 - (iii) 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.
- (c) 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 re-procuring 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.

6.4 Term of Contract

6.4.1 Delivery Date

The Contractor must make the complete delivery three (3) months from the effective date of the Contract.

6.4.2 Shipping Instructions

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

6.4.2.1 For First Article Inspection (FAI) Units

The FAI units must be consigned to the Technical Authority for inspection as detailed in Annex "B", Statement of Work, and Delivered Duty Paid (DDP) to Ottawa, Ontario, Incoterms 2000 for shipment by a commercial contractor.

The Technical Authority is identified at Section 6.5.2 of the contract.

6.4.2.2 For all Remaining Units – Delivery to Destination as indicated below

1. Incoterms 2010 "DDP Delivered Duty Paid" to 7 CF Supply Depot, Edmonton, AB
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, Alta
Telephone: 780-973-4011, ext. 4524

Email: Edm-7CFSDNMDS@forces.gc.ca

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Leslie Hawkins
Title: Material Acquisition and Support Officer
Department of National Defence
Directorate: DGLEPM/DLP 7-2-5-2
Address: 101 Colonel By Drive, Ottawa, ON K1A 0K2

Telephone: 343-572-2027
E-mail address: Leslie.Hawkins@forces.gc.ca

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

6.5.2 Technical Authority

The Technical Authority for the Contract is:

[To be inserted at Contract award]

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone : ____ ____ ____
Facsimile: ____ ____ ____
E-mail address: _____

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

6.5.3 Contractor's Representative

[To be inserted at Contract award]

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 firm unit prices, as specified in Annex "A" for a cost of \$ [to be inserted at Contract award]. Customs duties are included, and Applicable Taxes are extra.

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

6.6.2 SACC Manual Clauses

SACC *Manual* clause [H1001C](#) (2008-05-12), Multiple Payments

6.6.3 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 section entitled “Invoice Submission” of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

1. Invoices must be forwarded to the following addresses for certification and payment:

- (i) For First Article Inspection (FAI) Units with Delivery to the DND Technical Authority:

One (1) soft copy must be forwarded to the Contracting Authority shown at Section 6.5.1 of the Contract.

- (ii) For all remaining Units, with Delivery to Destination as shown herein at Section 6.4.2:

The ORIGINAL and (1) copy must be forwarded to the Address below:

Department of National Defence
7 Canadian Forces Supply Depot
STN Forces P.O. Box 10500
Edmonton, AB
CANADA T5J 4J5

One (1) soft copy must be forwarded to the Contracting Authority identified in the section titled “Contracting Authority”

2. Each invoice must be supported by a copy of the Release Document and any other documents as specified in the Contract; and
3. Distribution of invoices will be as follows:

6.8 Certifications

6.8.1 Compliance

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

6.9 Applicable Laws

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

6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010A (2022-12-01), General Conditions – Goods (Medium Complexity)
- (c) Annex A, Requirement;
- (d) Annex B, Statement of Work, First Article Inspection;
- (e) the Contractor's bid dated [to be inserted at Contract award]

6.11 Defence Contract

SACC *Manual* clause [A9006C](#) (2012-07-16) Defence Contract

6.12 Insurance

SACC *Manual* clause [G1005C](#) (2016-01-28) Insurance

6.13 Packaging Requirement

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

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

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

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

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

6.14 Quality Assurance

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

ANNEX "A"

REQUIREMENT

The Contractor is required to provide Canada for the Department of National Defence, **Hardware and Brackets.**

Item / Articles	Part Numbers / Numéro de pièces	Description / Description	Unit of Issue / Unité de distribution	Quantity / Quantité	FIRM UNIT PRICE: APPLICABLE TAXES EXTRA /// PRIX UNTITAIRE FERME : TAXES APPLICABLES EN SUS	FIRM PRICE: APPLICABLE TAXES EXTRA /// PRIX FERME : TAXES APPLICABLES EN SUS
1	NSN: 5340-20-010-1107 Part #: 1586321-1 NCAGE: 35907 Or Equivalent	Plate, Mounting	EA	30		\$(QTY*Unit Price)
2	NSN: 5330-20-010-9036 Part #: 1586502-1 NCAGE: 35907 Or Equivalent	Gasket, Base, Sep	EA	30		\$(QTY*Unit Price)
3	NSN: 5340-20-010-8976 Part #: 1586508-1 NCAGE: 35907 Or Equivalent	Bracket, Mounting, SCBU	EA	30		\$(QTY*Unit Price)
4	NSN: 5340-20-010-8979 Part #: 1586513-1 NCAGE: 35907 Or Equivalent	Bracket, Mounting, driver switch	EA	30		\$(QTY*Unit Price)
5	NSN: 5340-20-010-9149 Part #: 1587338-1 NCAGE: 35907 Or Equivalent	Bracket, Mounting, DAGR	EA	30		\$(QTY*Unit Price)
6	NSN: 5340-20-010-9050 Part #: 1587344-1 NCAGE: 35907 Or Equivalent	Forward protection, VASS	EA	30		\$(QTY*Unit Price)
7	NSN: 5340-20-010-9157 Part #: 1586559-1 NCAGE: 35907 Or Equivalent	Bracket, Mounting, GPS Splitter	EA	40		\$(QTY*Unit Price)
8	NSN: 5340-20-010-9147 Part #: 1586565-1 NCAGE: 35907 Or Equivalent	Mounting Plate, DAGR	EA	70		\$(QTY*Unit Price)

Item / Articles	Part Numbers / Numéro de pièces	Description / Description	Unit of Issue / Unité de distribution	Quantity / Quantité	FIRM UNIT PRICE: APPLICABLE TAXES EXTRA /// PRIX UNTITAIRE FERME : TAXES APPLICABLES EN SUS	FIRM PRICE: APPLICABLE TAXES EXTRA /// PRIX FERME : TAXES APPLICABLES EN SUS
9	NSN: 5340-20-010-9331 Part #: 1698009-1 NCAGE: 35907 Or Equivalent	Locking Bracket, power cable	EA	30		\$(QTY*Unit Price)
10	NSN: 5975-20-011-4763 Part #: 1698893-1 NCAGE: 35907 Or Equivalent	Cable Guard, Signal Entry Panel	EA	25		\$(QTY*Unit Price)
11	NSN: 5340-20-011-4761 Part #: 1698894-1 NCAGE: 35907 Or Equivalent	Cable guard, VASS mount	EA	30		\$(QTY*Unit Price)
12	NSN: 5340-01-521-4394 Part #: 987-5007-001 NCAGE: 13499 Or equivalent	Bracket, Mounting	EA	65		\$(QTY*Unit Price)
13	NSN: 5935-01-583-2178 Part #: 1231-000-N000 NCAGE: 00795 Or equivalent	Termination, shield, electrical connector	EA	100		\$(QTY*Unit Price)
14	NSN: 5340-20-011-8018 Part #: 1277687-1 NCAGE: 35907 Or Equivalent	Bracket mount, DAGR	EA	30		\$(QTY*Unit Price)
15	NSN: 5340-20-011-8017 Part #: 1277688-1 NCAGE: 35907 Or Equivalent	Bracket mount, SCBU driver's switch	EA	30		\$(QTY*Unit Price)
16	NSN: 5975-20-011-8665 Part #: 1277691-1 NCAGE: 35907 Or Equivalent	Tray, mounting, electrical equipment	EA	30		\$(QTY*Unit Price)
17	NSN: 5975-20-011-8662 Part #: 1277692-1 NCAGE: 35907 Or Equivalent	Bracket, KG-175D SCBU mounting	EA	30		\$(QTY*Unit Price)
18	NSN: 6150-20-011-8030 Part #: 1277754-1 NCAGE: 35907 Or Equivalent	Power outlet cable assembly	EA	30		\$(QTY*Unit Price)

Item / Articles	Part Numbers / Numéro de pièces	Description / Description	Unit of Issue / Unité de distribution	Quantity / Quantité	FIRM UNIT PRICE: APPLICABLE TAXES EXTRA /// PRIX UNITAIRE FERME : TAXES APPLICABLES EN SUS	FIRM PRICE: APPLICABLE TAXES EXTRA /// PRIX FERME : TAXES APPLICABLES EN SUS
19	NSN: 5340-20-011-8016 Part #: 1277768-1 NCAGE: 35907 Or Equivalent	Bracket, adapter, multi-purpose	EA	30		\$(QTY*Unit Price)
20	NSN: 5340-20-011-8028 Part #: 1776458-1 NCAGE: 35907 Or Equivalent	Bracket, Mounting	EA	30		\$(QTY*Unit Price)
21	NSN: 5340-20-005-1696 Part #: 0777978-1 NCAGE: 35907 Or Equivalent	Modification kit, locking bar	EA	15		\$(QTY*Unit Price)
22	NSN: 8465-20-011-4686 Part #: GES-DBK-100 NCAGE: L5773 Or Equivalent	Bag, specific purpose, cloth (fabric)	EA	220		\$(QTY*Unit Price)
23	NSN:8145-20-011-3016 Part #: GES-DBK-001 NCAGE: L5773 Or Equivalent	Shipping and storage container, optical equipment	EA	220		\$(QTY*Unit Price)
24	NSN: 5340-20-012-6011 Part #: 1586312-1 NCAGE: 35907 Or Equivalent	Adapter plate assy, PDU-SSF, CC, ARV	EA	15		\$(QTY*Unit Price)
25	NSN: 5340-20-012-6010 Part #: 1586315-1 NCAGE: 35907 Or Equivalent	Mounting Bracket, CSB, CC, ARV	EA	15		\$(QTY*Unit Price)
26	NSN: 5340-20-012-6246 Part #: 1586316-1 NCAGE: 35907 Or Equivalent	Support bracket,, comms, CC, ARV	EA	15		\$(QTY*Unit Price)
27	NSN: 5340-20-012-6126 Part #: 1586320-1 NCAGE: 35907 Or Equivalent	Adapter plate assy, EPLRS, CC, ARV	EA	15		\$(QTY*Unit Price)
28	NSN:5330-20-012-6125 Part #: 1586322-1 NCAGE: 35907	Gasket, ARV	EA	15		\$(QTY*Unit Price)

Item / Articles	Part Numbers / Numéro de pièces	Description / Description	Unit of Issue / Unité de distribution	Quantity / Quantité	FIRM UNIT PRICE: APPLICABLE TAXES EXTRA /// PRIX UNITAIRE FERME : TAXES APPLICABLES EN SUS	FIRM PRICE: APPLICABLE TAXES EXTRA /// PRIX FERME : TAXES APPLICABLES EN SUS
	Or Equivalent					
29	NSN:5985-20-012-6127 Part #: 1586323-1 NCAGE: 35907 Or Equivalent	Antenna riser assy, ARV	EA	15		\$(QTY*Unit Price)
30	NSN: 5340-20-012-6709 Part #: 1698222-1 NCAGE: 35907 Or Equivalent	Adapter plate	EA	85		\$(QTY*Unit Price)
31	NSN: 5340-20-012-6427 Part #: 1698260-1 NCAGE: 35907 Or Equivalent	Mounting bracket splitter, LAV 6.0	EA	50		\$(QTY*Unit Price)
32	NSN: 5340-20-012-6428 Part #: 1698261-1 NCAGE: 35907 Or Equivalent	Mounting bracket, DAGR, LAV 6.0	EA	50		\$(QTY*Unit Price)
33	NSN: 5985-20-012-6429 Part #: 1698262-1 NCAGE: 35907 Or Equivalent	Support, Antenna	EA	50		\$(QTY*Unit Price)
34	NSN: 5975-20-012-6430 Part #: 1698265-1 NCAGE: 35907 Or Equivalent	Equipment rack, SATCOM, LAV 6.0	EA	50		\$(QTY*Unit Price)
35	NSN: 5340-20-012-6431 Part #: 1698271-1 NCAGE: 35907 Or Equivalent	Bracket, modem, 1000 Series	EA	200		\$(QTY*Unit Price)
36	NSN: 5340-20-012-6432 Part #: 1698273-1 NCAGE: 35907 Or Equivalent	Bracket, Mounting	EA	100		\$(QTY*Unit Price)
37	NSN: 5340-20-012-6433 Part #: 1698279-1 NCAGE: 35907 Or Equivalent	Mounting plate, GPS antenna	EA	150		\$(QTY*Unit Price)

Item / Articles	Part Numbers / Numéro de pièces	Description / Description	Unit of Issue / Unité de distribution	Quantity / Quantité	FIRM UNIT PRICE: APPLICABLE TAXES EXTRA /// PRIX UNITAIRE FERME : TAXES APPLICABLES EN SUS	FIRM PRICE: APPLICABLE TAXES EXTRA /// PRIX FERME : TAXES APPLICABLES EN SUS
38	NSN: 5935-01-685-5969 Part #: 1263000N090-000 NCAGE: 00795 Or Equivalent	Dummy connector receptacle	EA	100		\$(QTY*Unit Price)
39	NSN: 5935-99-695-4499 Part #: 100P673-1G-1-ZN-NK-2-01 NCAGE: U5792 Or Equivalent	Cover, electrical connector	EA	75		\$(QTY*Unit Price)
40	NSN: 5340-01-666-2486 Part #: 660-104-ZR-T-06 NCAGE: 06324 Or Equivalent	Cover, protective, dust and moisture seal	EA	75		\$(QTY*Unit Price)
41	NSN: 5935-01-664-0210 Part #: 132170-11 NCAGE: 74868 Or Equivalent	SMA Bulkhead Female to Female Adaptor	EA	75		\$(QTY*Unit Price)
42	NSN: 5330-20-002-5299 Part #: VC-06-00005-2 NCAGE: 35736 Or Equivalent	Gasket	EA	50		\$(QTY*Unit Price)
43	NSN: 5340-20-013-2072 Part #: 2075033-1 NCAGE: 35907 Or Equivalent	Mounting bracket FZ-G1	EA	50		\$(QTY*Unit Price)
44	NSN: 7210-20-013-2878 Part #: 1776464-1 NCAGE: 35907 Or Equivalent	Isolation Pad, Dock Clamp	EA	50		\$(QTY*Unit Price)
45	NSN: 5340-20-013-0404 Part #: 1776481-1 NCAGE: 35907 Or Equivalent	Bracket, Rad M	EA	50		\$(QTY*Unit Price)
46	NSN:5340-20-012-4099 Part #: 1277854-1 NCAGE: 35907 Or Equivalent	Bracket, Mounting (GAJT)	EA	50		\$(QTY*Unit Price)

Item / Articles	Part Numbers / Numéro de pièces	Description / Description	Unit of Issue / Unité de distribution	Quantity / Quantité	FIRM UNIT PRICE: APPLICABLE TAXES EXTRA /// PRIX UNITAIRE FERME : TAXES APPLICABLES EN SUS	FIRM PRICE: APPLICABLE TAXES EXTRA /// PRIX FERME : TAXES APPLICABLES EN SUS
47	NSN: 5330-20-012-4963 Part #: 1776457-1 NCAGE: 35907 Or Equivalent	GASKET, GAJT W/ADH	EA	50		\$(QTY*Unit Price)
48	NSN: 2590-20-012-4100 Part #: 1776466-1 NCAGE: 35907 Or Equivalent	Plate, Mounting	EA	50		\$(QTY*Unit Price)
49	NSN: 5340-20-010-8586 Part #: 1277662-1 NCAGE:35907 Or Equivalent	Bracket, Connector Support, LH	EA	250		\$(QTY*Unit Price)
Subtotal						
Applicable Taxes / Taxe applicable						
TOTAL						

ANNEX "B"

STATEMENT OF WORK (SOW) – FIRST ARTICLE INSPECTION (FAI)

1. SCOPE

1.1 Overview

The Department of National Defence (DND) has a requirement for various hardware items to Support the Land Command Support System (LCSS) Capability Pack (CP) TOPAZ. The work required for First Article Inspection (FAI) for specific items is described herein.

1.2 First Article Inspection (FAI)

The purpose of the FAI is to ensure that an item is in compliance with the applicable Technical Data Package (TDP).

The Contractor shall provide the following Items to the TA for FAI:

Part Number	Nato Stock Number (NSN)	Quantity	Description
0777978-1	5340-20-005-1696	1	Modification Kit, Locking Bar
1698262-1	5985-20-012-6429	1	Support, Antenna
1277854-1	5340-20-012-4099	1	Bracket, Mounting (GAJT mast)

2.0 FAI Process

1. The Contractor must provide one (1) sample for each of the First Article items specified in Annex "B" to the Technical Authority for acceptance within three (3) months of contract award.
2. If the first sample is rejected, the Contractor must submit the second sample within 30 calendar days of notification of rejection from the Technical Authority.
3. The Contractor must provide the sample to the Technical Authority, transportation charges prepaid, and without charge to Canada. The sample submitted by the Contractor will remain the property of Canada.
4. The TA will measure and inspect the sample against the DND supplied drawing and install it into the associated vehicle to confirm that it is Form/Fit/Function compliant. If the sample is compliant with the specifications and fits the vehicle it will be accepted by the TA.
5. The Technical Authority will notify the Contractor, in writing, of the acceptance or rejection of the sample. A copy of this notification will be provided by the Technical Authority to the Contracting Authority. The notice of acceptance does not relieve the Contractor from complying with all requirements of the specification(s) and all other conditions of the Contract.
6. The Contractor must not commence or continue with production of the items and must not make any deliveries until the Contractor has received notification from the Technical Authority that the sample is acceptable. Any production of items before sample acceptance will be at the sole risk of the Contractor. The TA will not accept the specified Items produced during this period until:
7. FAI has been successfully completed; and
Items produced before FAI has been successfully completed are retrofitted and/or modified as required to meet the FAI acceptance criteria.

8. Rejection by the Technical Authority of the second sample submitted by the Contractor for failing to meet the contract requirements, will be grounds for termination of the Contract for default.
9. Once FAI is successfully completed, the Contractor shall not change the production facility processes or subcontractor elements with TA permission.

3.0 Shipping Address

FAI samples are to be shipped to the following address:

ASU Ottawa
R & I Section
Building 346
Uplands Site
Ottawa, On
K1A 0K5

Attn: WO Thomas Dobranski, DLCSPM 3-5-3-2

ANNEX “C” to PART 3 OF THE - BID SOLICITATION

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).

ANNEX "D"

NON-DISCLOSURE AGREEMENT

The bidder hereby acknowledges that this technical data package contains Commercially Confidential information. Interested bidders are to return the signed and scanned certification below by email to the individual identified on page one of this Request for Proposal.

The proposed bidder hereby agrees:

- a. To maintain the confidentiality of this Technical Data Package (TDP);
- b. That that information contained within the TDP will not be copied, disclosed or provided to another party without the consent of Canada;
- c. To not use the Technical data except as may be necessary to carry out the work for Canada;
- d. To ensure that any prospective subcontractor is subject to the same Conditions;
- e. Return the TDP to the Contracting Authority prior to bid closure for this solicitation if no bid is made; and
- f. Return the TDP to the Contracting Authority within five (5) days after being requested to do so by the Contracting Authority.

Certification of a senior official:

Name: _____

Title: _____

Company: _____

Address: _____

Telephone number: _____

Email Address: _____

Signature and Title: _____

Date: _____