



**REQUEST FOR PROPOSAL /
DEMANDE DE PROPOSITION**

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

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

11 Laurier St. / 11 rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau
Québec
K1A 0S5

Epost: Please forward an e-mail to:

TPSGC.DGAreceptiondessoumissionsABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca

in order to inform the Bid Receiving Unit of your
interest in bidding via Epost

Connexion postal: Veuillez envoyer un courriel à
l'adresse courriel suivante :

tpsgc.dgareceptiondessoumissionsabbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

pour informer l'Unité de réception des
soumissions de votre intérêt à soumissionner via
Connexion postal

Or By/Ou par Fax To/A: (819) 997-9776

Proposal To: National Defence Canada

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

Proposition à : Défense nationale Canada

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

**Solicitation Closes /
L'invitation prend fin:**

At / à :

2:00 PM / 14:00 EST / HNE

On / le :

20 December / 20 décembre 2021

| | |
|--|--|
| Title / Titre: MULTIPLEXER,DIGITAL / MULTIPLIXEUR,NUMÉRIQUE | Solicitation No / No de l'invitation: W8485-226856/A |
| Date of Solicitation / Date de l'invitation: 29 November 2021 / 29 novembre 2021 | |
| Address Enquiries to – Adresser toutes questions à: National Defence Headquarters 101 Colonel By Drive Ottawa, On K1A 0K2 Attn: Linda Voyer, DAP 7-2-4-3 linda.voyer@forces.gc.ca | |
| Telephone No. / N° de téléphone: 819-939-0819 | FAX No / No de fax: N/A |
| Destination: 25 CFSD Montreal 6363 Notre Dame St E Montreal, QC H1N 3V9 | |

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

| | |
|---|---|
| Delivery required / Livraison exigée: See Herein / Précisé dans les présentes | 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 associated with this requirement.

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 fifteen (15) working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Epost Connect service

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

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) (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** (2020-05-28) 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 (2020-05-28) - Procurement Business Number, is deleted in its entirety.
- b) Section 05 (2018-05-22) - Submission of bids, Subsection 4, is amended as follows:
 - Delete: 60 days,
 - Insert: **90 days**.
- c) Section 20 (2017-04-27) - Further Information -Subsection 2 - is deleted in its entirety.

2.1.1 SACC Manual Clauses

[B1000T](#) (2014-06-26) Condition of Material-Bid
[B3000T](#) (2006-06-16) Equivalent Products

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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

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

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

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.

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications
Section IV: Additional Information

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

Section I: Technical Bid (one (1) hard copy)
Section II: Financial Bid (one (1) hard copy)
Section III: Certifications (one (1) hard copy)
Section IV: Additional Information (one (1) hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

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

- a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

1. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
2. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment specified in Part 6. The prices must be shown in the Annex "A", Line Item Details only.

3.1.1 Pricing

Bidders must submit their financial bid as follow:

Bid must be submitted in Canadian dollars,

Bidders must submit firm prices, Delivered Duty Paid (DDP) at Montreal, QC, Incoterms 2010, and Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately.

3.1.2 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.

3.1.3 SACC Manual Clause

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

Canada requests that Bidders submit the following information:

3.1.4 Best Delivery Date - Bid

While delivery is requested by 18 March 2022, Bidders should indicate the best delivery that could be offered in Annex "A", Line Item Details.

3.1.5 Bidder's Representatives

Canada requests that Bidders provide information for the contact person responsible for:

General Enquiries

Name:

Telephone:
Facsimile:
E-mail:

Delivery Follow-up

Name:
Telephone:
Facsimile:
E-mail

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 or equivalent as noted in Annex "A", Line Item Details.

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) at Montreal, Incoterms 2010, Canadian Custom Duties and excise taxes included, Applicable Taxes excluded.

4.2 Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price 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. 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 section titled Information to be provided when bidding, contracting or entering into a real property agreement of 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" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/canada/esdc/labour's) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

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

There is no security requirement applicable to this Contract.

6.2 Requirement

The Contractor must provide the items detailed under the Annex "A", Line Item Details.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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](#) (2020-05-28), 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

The Contractor must make the delivery as specified under Annex "A", Line Item Details.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Linda Voyer
Title: Contracting Officer
Organization: Department of National Defence (DND)
Directorate: Director Aerospace Procurement (DAP) 7-2-4-3
Address: 101 Colonel By Drive,
Ottawa, ON, K1A 0K2
Telephone: (819) 939-0819
E-mail address: linda.voyer@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: **(NOTE TO BIDDER: to be inserted by DND at time of contract award)**

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

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

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

6.5.3 Contractor's Representative

(NOTE TO BIDDER: to be inserted by DND at time of contract award)

The person responsible for:

General Inquiries:

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

Delivery Follow-Up

Name: _____
Telephone: _____
Facsimile: _____
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 "A" Line item details for a cost of \$ _____ (*to be inserted at contract award*), in Canadian dollars. 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 Multiple Payments

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

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a. The original must be forwarded to the following address for certification and payment:

Department of National Defence
25 CF Supply Depot
P.O. BOX 4000, STN "K"
Montreal, QC
H1N 3R9
CANADA
ATTN: Invoice Section
W1941

- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract. The Contractor is requested to provide invoices in electronic format to the Contracting Authority unless otherwise specified by the Contracting Authority, thereby reducing printed material.

6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.9 Applicable Laws

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

6.10 Priority of Documents

If there is a discrepancy between the wordings 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 (2020-05-28) General Conditions – Goods (Medium Complexity);
- (c) Annex “A”, Line Item Details;
- (d) The Contractor's bid dated _____ (**NOTE TO BIDDER: to be inserted by DND at time of contract award**).

6.11 Defence Contract

A9006C (2012-07-16) Defence Contract

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

The Contractor must prepare item number(s) **1** 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** in quantities of 1 by package.

6.13 Shipping Instructions – Free on Board Destination and Delivered Duty Paid

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

Incoterms 2010 “DDP Delivered Duty Paid” Montreal (QC)

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.

25 CF Supply Depot Montreal
Montreal, Québec.
Email: 25DAFCTrafficRDV@forces.gc.ca

6.14 Condition of Material – Contract

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

6.15 Additional SACC Manual Clauses

B7500C (2006-06-16), Excess Goods

D2000C (2007-11-30), Marking

D2001C (2007-11-30), Labelling

D2025C (2017-08-17), Wood Packaging Materials

D5545C (2019-05-30), ISO 9001:2015 – Quality Management Systems – Requirements
(Quality Assurance Code C)

D6010C (2007-11-30), Palletization

D9002C (2007-11-30), Incomplete Assemblies

G1005C (2016-01-28), Insurance – No Specific Requirement

6.16 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

ANNEX "A"

Line Item Details

| Item | Description | Unit of Issue | Quantity | Firm Unit Price (CAD), Applicable Taxes Extra | Extended Price (CAD) | Delivery date proposed |
|------|---|---------------|----------|---|----------------------|------------------------|
| 1 | <p>NSN: 7025-01-656-0429 Multiplexer, Digital</p> <p>P/N requested: TC8518P-23SC230-11 NSCM/NCAGE: 0S5C7, TC COMMUNICATIONS, INC.</p> <p>Please state in your offer whether the offered P/N is as requested or an equivalent:</p> <ul style="list-style-type: none"> • P/N offered _____ • NSCM/CAGE _____ | EA | 13 | \$ _____ | \$ _____ | _____ |
| | | | | Sub Total | _____ | |
| | | | | Applicable Taxes | _____ | |
| | | | | Total (taxes included) | _____ | |

ANNEX "B" 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);