

**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 0A1 / Noyau 0A1
Gatineau
Québec
K1A 0S5
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services 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, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux 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, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

| | |
|---|---|
| Title - Sujet MID LIFE REFIT PARTS - HC FRIGATES | |
| Solicitation No. - N° de l'invitation W8482-134455/A | Date 2013-01-15 |
| Client Reference No. - N° de référence du client W8482-134455 | |
| GETS Reference No. - N° de référence de SEAG PW-\$\$ML-035-23491 | |
| File No. - N° de dossier 035ml.W8482-134455 | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-01-31 | Time Zone Fuseau horaire Eastern Standard Time EST |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Tinkess, Dianne | Buyer Id - Id de l'acheteur 035ml |
| Telephone No. - N° de téléphone (819) 956-0178 () | FAX No. - N° de FAX (819) 956-0897 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes | |

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Marine Machinery and Services / Machineries et services
maritimes
11 Laurier St. / 11, rue Laurier
6C2, Place du Portage
Gatineau
Québec
K1A 0S5

| | |
|--|--|
| Delivery Required - Livraison exigée See Herein | Delivery Offered - Livraison proposée |
| Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur | |
| Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur | |
| Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie) | |
| Signature | Date |



| Destination Code - Code destinataire | Destination Address - Adresse de la destination | Invoice Code - Code bur.-comptable | Invoice Address - Adresse de facturation |
|---|---|---------------------------------------|---|
| W0100 | DEPARTMENT OF NATIONAL DEFENCE MAIN SUPPLY BLDG RECEIPTS OFF. D206 HMC DOCKYARD HALIFAX Nova Scotia B3K5X5 Canada | W010B | DEPARTMENT OF NATIONAL DEFENCE ACCT PAYABLE SECTION BUILDING #D155, 3RD FL HALIFAX Nova Scotia B3K5X5 Canada |
| W2B02 | DEPARTMENT OF NATIONAL DEFENCE MAIN WAREHOUSE BLDG 66 COLWOOD VICTORIA British Columbia V9A7N2 Canada | W0103 | DEPARTMENT OF NATIONAL DEFENCE CFB ESQUIMALT STN FORCES P.O.BOX 17000 VICTORIA British Columbia V9A7N2 Canada |

| Item Article | Description | Dest. Code Dest. | Inv. Code Fact. | Qty Qté | U. of I. U. de D. | Destination | Unit Price/Prix unitaire FOB/FAM | Plant/Usine | Delivery Req. Livraison Req. | Del. Offered Liv. offerte |
|--------------|--|------------------|-----------------|---------|-------------------|-------------|----------------------------------|--------------|------------------------------|---------------------------|
| 1 | NSN - NNO: 5330-21-899-5245 RUBBER ROUND SECTION SHELF LIFE/BATCH MANAGED ITEM • PART: H/70386-46 NSCM: 10165 NSCM/CAGE - COF/CAGE: 10165 Part No. - N° de la partie: 0540.0/MA/046/70386 | W2B02 | W0103 | 12 | SE | \$ | XXXXXXXXXXXX | XXXXXXXXXXXX | See Herein | |
| 2 | NSN - NNO: 2010-21-900-2001 SPRING SUPPORT ASSEMBLY NSCM/CAGE - COF/CAGE: 10165 Part No. - N° de la partie: H70386-3-1 | W2B02 | W0103 | 3 | EA | \$ | XXXXXXXXXXXX | XXXXXXXXXXXX | See Herein | |
| 3 | NSN - NNO: 2010-21-900-2002 INTERLAYER SHELF LIFE/BATCH MANAGED ITEM NSCM/CAGE - COF/CAGE: 10165 Part No. - N° de la partie: H70386-3-2 | W2B02 | W0103 | 1 | EA | \$ | XXXXXXXXXXXX | XXXXXXXXXXXX | See Herein | |



| Item Article | Description | Dest. Code Dest. | Inv. Code Fact. | Qty Qté | U. of I. U. de D. | Destination | Unit Price/Prix unitaire FOB/FAM | Plant/Usine | Delivery Req. Livraison Req. | Del. Offered Liv. offerte |
|--------------|--|------------------|-----------------|---------|-------------------|-------------|----------------------------------|--------------|------------------------------|---------------------------|
| 4 | NSN - NNO: 2010-21-900-2003 BRIDGING, SPRING ASSEMBLY NSCM/CAGE - COF/CAGE: 10165 Part No. - N° de la partie: H70386-3-3 | W2B02 | W0103 | 3 | SE | \$ | XXXXXXXXXXXX | XXXXXXXXXXXX | See Herein | |
| 5 | NSN - NNO: 2010-21-900-2004 BACKING, SPRING ASSEMBLY NSCM/CAGE - COF/CAGE: 10165 Part No. - N° de la partie: H70386-3-4 | W2B02 | W0103 | 3 | EA | \$ | XXXXXXXXXXXX | XXXXXXXXXXXX | See Herein | |
| 6 | NSN - NNO: 2010-21-900-2010 SEAL, INFLATABLE SHELF LIFE/BATCH MANAGED ITEM • PART: H70386-1-4 NSCM: 10165 NSCM/CAGE - COF/CAGE: 10165 Part No. - N° de la partie: H/70386-5 | W2B02 | W0103 | 3 | EA | \$ | XXXXXXXXXXXX | XXXXXXXXXXXX | See Herein | |

| Item Article | Description | Dest. Code Dest. | Inv. Code Fact. | Qty Qté | U. of I. U. de D. | Destination | Unit Price/Prix unitaire FOB/FAM | Plant/Usine | Delivery Req. Livraison Req. | Del. Offered Liv. offerte |
|--------------|--|------------------|-----------------|---------|-------------------|-------------|----------------------------------|--------------|------------------------------|---------------------------|
| 7 | NSN - NNO: 5330-21-899-5245 RUBBER ROUND SECTION SHELF LIFE/BATCH MANAGED ITEM • PART: H/70386-46 NSCM: 10165 NSCM/CAGE - COF/CAGE: 10165 Part No. - N° de la partie: 0540.0/MA/046/70386 | W0100 | W010B | 12 | SE | \$ | XXXXXXXXXXXX | XXXXXXXXXXXX | See Herein | |
| 8 | NSN - NNO: 2010-21-900-2001 SPRING SUPPORT ASSEMBLY NSCM/CAGE - COF/CAGE: 10165 Part No. - N° de la partie: H70386-3-1 | W0100 | W010B | 3 | EA | \$ | XXXXXXXXXXXX | XXXXXXXXXXXX | See Herein | |
| 9 | NSN - NNO: 2010-21-900-2002 INTERLAYER SHELF LIFE/BATCH MANAGED ITEM NSCM/CAGE - COF/CAGE: 10165 Part No. - N° de la partie: H70386-3-2 | W0100 | W010B | 1 | EA | \$ | XXXXXXXXXXXX | XXXXXXXXXXXX | See Herein | |



| Item Article | Description | Dest. Code Dest. | Inv. Code Fact. | Qty Qté | U. of I. U. de D. | Destination | Unit Price/Prix unitaire FOB/FAM | Plant/Usine | Delivery Req. Livraison Req. | Del. Offered Liv. offerte |
|--------------|--|------------------|-----------------|---------|-------------------|-------------|----------------------------------|--------------|------------------------------|---------------------------|
| 10 | NSN - NNO: 2010-21-900-2003 BRIDGING, SPRING ASSEMBLY NSCM/CAGE - COF/CAGE: 10165 Part No. - N° de la partie: H70386-3-3 | W0100 | W010B | 4 | SE | \$ | XXXXXXXXXXXX | XXXXXXXXXXXX | See Herein | |
| 11 | NSN - NNO: 2010-21-900-2004 BACKING, SPRING ASSEMBLY NSCM/CAGE - COF/CAGE: 10165 Part No. - N° de la partie: H70386-3-4 | W0100 | W010B | 4 | EA | \$ | XXXXXXXXXXXX | XXXXXXXXXXXX | See Herein | |
| 12 | NSN - NNO: 2010-21-900-2010 SEAL, INFLATABLE SHELF LIFE/BATCH MANAGED ITEM • PART: H70386-1-4 NSCM: 10165 NSCM/CAGE - COF/CAGE: 10165 Part No. - N° de la partie: H/70386-5 | W0100 | W010B | 4 | EA | \$ | XXXXXXXXXXXX | XXXXXXXXXXXX | See Herein | |

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Security Requirement
2. Requirement
3. Debriefings

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection - Multiple Items

PART 5 - CERTIFICATIONS

1. Mandatory Certifications Required Precedent to Contract Award
2. Additional Certifications Precedent to Contract Award

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Requirement
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. Defence Contract
12. SACC Manual Clauses
13. Shelf Life
14. Additional Package Markings - Different
15. Preparation for Delivery
16. Shipping Instructions - Delivery at Destination

PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The requirement is in the Line Item Detail.

3. Debriefings

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

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 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

1.1 SACC Manual Clauses

B1000T (2007-11-30) Condition of Material

B3000T (2006-06-16) Equivalent Products

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.

2.1 Delivery

While delivery is requested by 6 May, 2013, the best delivery that could be offered is _____ .

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **seven (7)** 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

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

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copy)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

1.1 Exchange Rate Fluctuation

C3011T (2010-01-11), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**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.

1.1 Financial Evaluation

SACC Manual Clause A0222T (2010-01-11), Evaluation of Price

2. Basis of Selection - Multiple Items

- 2.1** 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

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification

made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

- 1.1.1** By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

2. Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

2.1 Federal Contractors Program - Certification

Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- a. is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b. is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- c. is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- d. has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____ .

Further information on the FCP is available on the HRSDC Web site.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Contractor must provide the items detailed under the "Line Item Detail".

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>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A (2012-11-19), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

4. Term of Contract

4.1 Delivery Date

All the deliverables must be received on or before _____.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Dianne Tinkess
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Marine Systems Directorate
Place du Portage, Phase III -6C2
11 Laurier St.
Gatineau, QC
K1A 0S5
Telephone : 819-956-0178
Facsimile: 819-956-0897
E-mail address: Dianne.Tinkess@tpsgc-pwgsc.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. Payment

6.1 Basis of Payment - Firm Unit Prices

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 the line item detail. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

6.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

6.3 Method of Payment

SACC Manual clause H1001C (2008-05-12) Multiple Payments

6.4 SACC Manual Clauses

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

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 submitted on the supplier's own invoice form and must be prepared to show:
 - (a) The date
 - (b) Name and address of the consignee
 - (c) Item number, quantity, part number, reference number and description
 - (d) Contract number.
3. Invoices must be distributed as follows:
 - (a) The original and one (1) copy of all invoices must be forwarded to the appropriate consignee(s)
 - (b) One (1) copy must be forwarded to:
Department of National Defence (DND)
National Defence Headquarters (NDHQ)
101 Colonel By Drive, Ottawa, Ontario CANADA K1A 0K2
Attention: D MAR P 4-3-2-2
 - (c) One (1) copy must be forwarded to the contracting authority.
4. Payment will only be made on receipt of satisfactory invoices duly supported by specific release documents and/or other documents called for under this document. Invoices are not be submitted prior to shipment of materiel.

5. If payment is to be made to an address other than the address on the cover page of the contract, it is to be clearly identified within the body of the contract as the "Remit to" address. This address should include the following:

Company name
Full Address
City
Province/State
Postal/Zip Code

8. Certifications

8.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

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

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 (2012-11-19) General Conditions - Goods (Medium Complexity);
- (c) Requirement;
- (d) the Contractor's bid dated _____ (The contracting authority will insert the date of bid).

11. Defence Contract

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

12. SACC Manual Clauses

B7500C (2006-06-16) Excess Goods
D2000C (2007-11-30) Marking
D2001C (2007-11-30) Labelling
D2025C (2008-12-12) Wood Packaging Materials
D5545C (2010-08-16) ISO 9001:2008 - Quality Management Systems - Requirements (Quality Assurance Code C)

13. Shelf Life

The Contractor must ensure that items 1, 3, 6, 7, 9 and 12 will contain 75 percent of the authorized shelf life as listed in CFTO D-05-001-001/SF-000 at date of delivery to the Department of National Defence.

| Item | Maximum Shelf Life (months) |
|------|-----------------------------|
|------|-----------------------------|

| | |
|----------|------|
| 1 and 7 | 180 |
| 3 and 9 | 60 |
| 6 and 12 | 1120 |

14. Additional Package Markings - Different

1. The Contractor must ensure that in addition to the required interior and exterior package markings, the following information is provided:

For items 1, 3, 6, 7, 9 and 12 :

- a. cure date of rubber components;
- b. date of manufacture;

2. These markings must be applied and positioned in accordance with Canadian Forces Packaging Specification D-LM-008-002/SF-001.

15. Preparation for Delivery

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 all items in quantities of one (1) by package.

16. Shipping Instructions - Delivery at Destination

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

Delivered Duty Paid (DDP) CFB Esquimalt for items 0001 to 0006 and CFB Halifax for items 0007 to 0012, Incoterms 2000 for shipments from a commercial contractor.