

**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 HYDRAULIC FLUID,PETROLEUM BASE | | |
| Solicitation No. - N° de l'invitation W0100-13H371/A | Date 2012-12-11 | |
| Client Reference No. - N° de référence du client W0100-13H371 | | |
| GETS Reference No. - N° de référence de SEAG PW-\$\$HL-603-61743 | | |
| File No. - N° de dossier hl603.W0100-13H371 | CCC No./N° CCC - FMS No./N° VME | |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-01-21 | | 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: Kamanayo, Gatsimbanyi | | Buyer Id - Id de l'acheteur hl603 |
| Telephone No. - N° de téléphone (819) 956-0524 () | FAX No. - N° de FAX () - | |
| 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

Fuel & Construction Products Division
11 Laurier St./11, rue Laurier
7A2, Place du Portage, Phase III
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 207 BLDG HMC DOCKYARD HALIFAX Nova Scotia B3K5X5 Canada | I - 1 | GREGORY.BURGESS@FORCES.GC.CA PHONE NO: 902-427-6265 FAX: 902-427-6267 |
| W0103 | DEPARTMENT OF NATIONAL DEFENCE CFB ESQUIMALT STN FORCES P.O.BOX 17000 VICTORIA British Columbia V9A7N2 Canada | I - 1 | GREGORY.BURGESS@FORCES.GC.CA PHONE NO: 902-427-6265 FAX: 902-427-6267 |



| Item Article | Description | Dest. Code Dest. | Inv. Code Fact. | Qty Qté | U. of I. U. de D. | Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine | Delivery Req. Livraison Req. | Del. Offered Liv. offerte |
|-----------------|--|------------------------|-----------------------|------------|----------------------|---|---------------------------------|------------------------------|
| 1 | HYDRAULIC FLUID,PETROLEUM BASE Product name: Hydraulic Fluid Specification: DEF STAN 91-35 OX-30, Issue 3 NSN: 9150-99-224-0325 NATO code: H-584 Size: 200L Unit of issue: Drum Minimum Shelf life: 60 months Qualification Product List: UK Technically Approved Prod List (TAPL) • | W0103 | I - 1 | 15 | Each | \$XXXXXXXXXXXX | See Herein | |



| Item Article | Description | Dest. Code Dest. | Inv. Code Fact. | Qty Qté | U. of I. U. de D. | Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine | Delivery Req. Livraison Req. | Del. Offered Liv. offerte |
|-----------------|--|------------------------|-----------------------|------------|----------------------|---|---------------------------------|------------------------------|
| 2 | HYDRAULIC FLUID Product name: Hydraulic Fluid Specification: DEF STAN 91-35 OX-30, Issue 3 NSN: 9150-99-224-0325 NATO code: H-584 Size: 200L Unit of issue: Drum Minimum Shelf life: 60 months Qualification Product List: UK Technically Approved Prod List (TAPL) | W0100 | I - 1 | 20 | Each | \$XXXXXXXXXXXX | See Herein | |

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PART 1 - GENERAL INFORMATION**1. Security Requirement**

There is no security requirement associated with the requirement.

2. Requirement

The requirement is for hydraulic fluid meeting the specification as detailed under 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.

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

Delete: sixty (60) days

Insert: ninety (90) days

1.1 SACC Manual Clauses

THE FOLLOWING TERMS AND CONDITIONS ARE INCORPORATED HEREIN

| SACC Reference | Section | Date |
|----------------|------------------------|------------|
| B1000T | Condition of Material | 2007-11-30 |
| B3000T | Equivalent Products | 2006-06-16 |
| B4024T | No Substitute Products | 2006-08-15 |

1.2 Subject To Prior Sale

Submission of firm delivery is mandatory, therefore if a proposal is marked "subject to prior sale" or if your proposal does not conform to the bid validity period expressed herein, your bid will be considered non responsive.

1.3 Units of Issue

Suppliers are to pay particular attention to the units of issue specified. If quoting other than specified please indicate the unit of issue you are quoting on.

1.4 Stores Certifications

The item(s) offered conform(s) strictly with the purchase description, including packaging requirements and quality assurance provisions if applicable, contained in the bid solicitation.

1.5 Point of Manufacture/Shipping

State point of manufacture/shipping of goods or where service is to be performed:

Location: _____

Postal Code: _____.

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.

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 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.

5. Delivery

While delivery is requested by **January 31, 2013**, the best delivery that could be offered is _____.

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>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or 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.

1. Product Information

The bidder must include the following mandatory information:

The Brand name, the Material Safety Data Sheets (MSDS) and the Letter of acceptance on the TAPL.

2. Substances Concentration Limits

The product offered must comply with ingredients concentration limits set by “*Canadian Environment Protection Act*” (CEPA) regulations, including the proposed “*Volatile Organic Compound (VOC) Concentration Limits for Certain Products Regulations*”;

3. Container Sizes

Canada is prepared to accept the nearest available size closest to the size requested in the description, i.e. plus or minus ten (10) percent, where the specified container size is unavailable (i.e. 208 gallon drum vs. 205 gallon drum). bidders must ensure that their bid correctly reflects the size i.e. U.S. vs. Imperial vs. metric measures.

4. Substitution Offered During the Solicitation Period.

In the event that the bidder is unable to provide the required specified item and wishes to offer a substitute during the solicitation process, the bidder must provide technical data/literature and/or specifications, plus drawings where deemed necessary of the offered substitute item to PWGSC including a detailed justification for the request. Time being an asset, DND cannot afford to stop the process for testing purposes. This information is to accompany the bidder's response, otherwise consideration will not be given to the acceptability of the offered substitute.

In the event that the bidder wishes to offer an alternate NSN for the specified item(s) (product in accordance with the same specification and grade/type/class etc), the bidder must provide the size, unit of issue, and detailed justification. In this case, the bidder is not required to provide technical data, literature, specifications, and drawings.

5. Repackaging

Requirements for repackaged lubricants:

The bidder is required to declare whether he is the original manufacturer of the required item. Where a bidder is not the original manufacturer of the lubricant, the bidder must state whether any party other than the original manufacturer will repackage the lubricant. In order for repackaged item to be acceptable, it is mandatory for the bidder to:

- 1) Demonstrate, in their bid or prior to the issuance of the contract, accreditation of the repackaging organization (RPO) to a recognized quality scheme such as ISO 9000 or its derivatives, or comply with the requirements of AQAP 2120;
- 2) Submit, with their bid or prior to the issuance of the contract, a copy of their quality management plan for the repackaging of the item to be repackaged or a Certification of accreditation as listed in paragraph a) above.

The quality management plan must include as a minimum:

- location where the repackaging is to take place;
- how the process is to be achieved;
- details of how contamination from previous products will be avoided;
- how the RPO will maintain batch control, given that mixing of different batches is not permitted; and
- how the RPO will demonstrate that no degradation of product quality has occurred.

Prior to the shipment of a repackaged product, a sample of the product from the original container together with samples of the repackaged product must be submitted to an agreed test laboratory for re-certification testing at the Offeror's expense.

The Department of National Defense technical authority will determine which samples are required are required.

The RPO must be cognizant of the fact that they are responsible for the quality of the product once repackaged, and that repackaged product must retain all original product characteristics to be acceptable.

3) Submit for approval the repackaging process test results prior the shipment of the repackaged product.

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 SACC Manual Clauses

THE FOLLOWING TERMS AND CONDITIONS ARE INCORPORATED HEREIN

SACC Reference

C3011T

Section

Exchange Rate Fluctuation

Date

2010-01-11

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 Technical Evaluation

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

1.1.1 Evaluation Criteria - Technical

The following MANDATORY factors will be taken into consideration in the evaluation of each bid:

- (a) Technical compliance ;
- (b) Submission of a technical proposal;

1.2 Financial Evaluation

THE FOLLOWING TERMS AND CONDITIONS ARE INCORPORATED HEREIN

| SACC Reference | Section | Date |
|----------------|---------------------|------------|
| A0222T | Evaluation of Price | 2010-01-11 |

1.2.1 Evaluation Criteria - Financial

The following MANDATORY factors will be taken into consideration in the evaluation of each bid:

- (a) Compliance with proposed pricing methods;
- (b) Price (firm price, Canadian funds, DDP Delivered Duty Paid destination Incoterms 2000);

2. Basis of Selection

THE FOLLOWING TERMS AND CONDITIONS ARE INCORPORATED HEREIN

| SACC Reference | Section | Date |
|----------------|---|------------|
| A0031T | Basis of Selection - Mandatory Technical Criteria | 2010-08-16 |

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

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 (<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>).

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 Complete Delivery

The Contractor must make the complete delivery within _____ calendar days from the effective date of the Contract.

4.2 Adherence to Delivery Schedule

The contractor will promptly give notice to the Department of Public Works and Government Services of its inability to meet the contract delivery schedule and will request therein an extension of time stating its proposed revised delivery schedule and offering consideration for such revisions. Until such notice is received and the revised delivery schedule agreed to by the Department of Public Works and Government Services, the Minister may, pursuant to the General Conditions, on the business day following the due date of delivery of any outstanding materials, **terminate the whole or part of the contract for default.**

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Gatsimbanyi Kamanayo

Supply Specialist

Public Works and Government Services Canada

Acquisitions Branch, Commercial Acquisition & Supply Management Sector

Logistics, Electrical, Fuel & Transportation Directorate

Fuel & Construction Products Division (HL)

11 Laurier Street, 7A2, Place du Portage, Phase III

Gatineau, QC

K1A 0S5

Telephone : (819) 956- 0524

Facsimile: (819) 956-5227

E-mail address: Gatsimbanyi.Kamanayo@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.

5.2 Technical Authority

The Technical Authority for the Contract is:

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

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

5.3 Contractor's Representative

Name and telephone number of the person responsible for :

| | General Enquiries | Delivery Follow-up |
|-----------------|--------------------------|---------------------------|
| Name: | _____ | _____ |
| Telephone No.: | _____ | _____ |
| Facsimile No.: | _____ | _____ |
| E-mail address: | _____ | _____ |

6. Payment

6.1 Basis of Payment - Firm Price, Firm Unit Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price for a cost of \$ _____ CAD. 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 Terms of Payment

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

7. Invoicing

All invoices, shipping bills and packing slips must show the pwgsc file number, contract number and financial coding.

Invoices:

1. Invoices must be submitted on Supplier's own invoice form, made out to the consignee, 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.
2.
 - a) The original and one (1) copy of all invoices are to be forwarded to the appropriate consignee(s);
 - b) One (1) copy will be forwarded to:
Department of Public Works and Government Services
Fuel & Construction Products Division, CASMS
7A2, Place du Portage, Phase III
11 Laurier Street, Gatineau, QC K1A 0S5
Attention: _____
 - c) One (1) copy will be forwarded to:
National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, Canada K1A 0K2
Attention: _____

Payment will only be made on receipt of satisfactory invoices duly supported by specified release documents and/or other documents called for under this contract.
3. Invoices are not to be submitted prior to shipment of material.

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, or 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 _____. *(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 (2012-07-16) General Conditions - Goods (Medium Complexity);
- (c) the Contractor's bid dated _____ *(insert date of bid)* *(If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s))*

11. Defence Contract

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

12. SACC Manual Clauses

THE FOLLOWING TERMS AND CONDITIONS ARE INCORPORATED HEREIN

| SACC Reference | Section | Date |
|-----------------------|--|-------------|
| B1505C | shipment of hazardous materials | 2006-06-16 |
| B7500C | Assessment of Faults in Fabrics | 2008-05-12 |
| D2000C | Marking | 2007-11-30 |
| D2001C | Labelling | 2007-11-30 |
| D3010C | Dangerous Goods/Hazardous Products | 2012-07-16 |
| D2025C | Wood Packaging Materials | 2008-12-12 |
| D5509C | Requirements Quality Assurance Requirements - Submarine Safety(QAC C) | 2011-05-16 |
| D5510C | Quality Assurance Authority (DND) - Canadian-based Contractor | 2012-07-16 |
| D5545C | ISO 9001:2008 Quality Management Systems - Requirements (QAC C) | 2010-08-16 |
| D5606C | Release Documents (Department of National Defence) - Canadian-based Contractor | 2012-07-16 |
| D6010C | Palletization | 2007-11-30 |
| D9002C | Incomplete Assemblies | 2007-11-30 |
| G1005C | Insurance | 2008-05-12 |

13. Shelf Life

The Contractor must ensure that item(s) 1 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.

14. Re-inspect (Shelf Life) Date

Minimum quality Surveillance of Petroleum Products is established by NATO and set out in CFTO C-82-005-001/AM-003. The minimum retest frequency (referred to in the Canadian Forces Supply System as "shelf life") is set out for the individual items on Annex A and is NOT to be misunderstood to mean total life expectancy of the product. The product information label must include a Re-Inspect Date taking into account the minimum retest frequency.

15. Labeling

Over-labelling of containers is not permitted.

As a minimum, labels must contain the following information:

- a) NATO Stock Number (NSN);
- b) NATO Code Number if applicable (e.g., O-148);
- c) Product Description AND Specification (e.g., Lubricating Oil, Aircraft Turbine Engine, Synthetic, MIL-PRF-7808(L) Grade 3);
- d) Fill Date OR Date of Manufacture (month and year required, e.g., 05-05);
- e) Original Manufacturer's Name with Batch Number (a numeric or alphanumeric trace the container to a Manufacturer's specific batch) (contractor's name optional);
- f) Weight OR Volume of Contents;
- g) Re-inspect Date (e.g., Re-inspect 05-07), and
- h) NATO expiry date (72 months following Date of manufacture) where NATO Code number applicable.

16. Release Documents - Distribution

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- a. One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- b. Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- c. One (1) copy to the Contracting Authority;
- d. One (1) copy to:

National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
Attention: _____
- e. One (1) copy to the Quality Assurance Representative;
- f. One (1) copy to the Contractor; and
- g. For all non-Canadian contractors, one (1) copy to:

DQA/Contract Administration
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca

17. Preparation for Delivery**17.1 Preparation for Delivery**

The Contractor must prepare item number(s) - **ALL** - 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.

18. Shipping Instructions**18.1 Shipping Instructions - Delivery and Destination Schedules Unknown**

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (... named place of destination). Unless otherwise directed, delivery must be made by the most economical means. Shipping charges must be shown as a separate item on the Contractor's invoice. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and taxes.
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) 2B1 CF Esquimalt, Esquimalt, B.C.
Telephone: 250-363-4963
 - (b) 7H1 CF Halifax, Halifax, N.S.
Telephone: 902-427-1441