

**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**

|  |  |  |
|--|--|--|
| <b>Title - Sujet</b><br>STOCK REPLENISHMENT  |  |  |
| <b>Solicitation No. - N° de l'invitation</b><br>W8485-152386/A   | <b>Date</b><br>2014-08-11              |  |
| <b>Client Reference No. - N° de référence du client</b><br>W8485-152386  |  |  |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$\$BY-419-24621   |  |  |
| <b>File No. - N° de dossier</b><br>419by.W8485-152386  | <b>CCC No./N° CCC - FMS No./N° VME</b> |  |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2014-09-22</b>   |  | <b>Time Zone</b><br><b>Fuseau horaire</b><br>Eastern Daylight Saving<br>Time EDT |
| <b>F.O.B. - F.A.B.</b><br><b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>   |  |  |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Beauchamp, Sylvie   |  | <b>Buyer Id - Id de l'acheteur</b><br>419by                                      |
| <b>Telephone No. - N° de téléphone</b><br>(819) 956-7646 ( )   |  | <b>FAX No. - N° de FAX</b><br>(819) 997-0437                                     |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>DEPARTMENT OF NATIONAL DEFENCE<br>15 WESTWIN AVE<br>STN FORCES P.O.BOX 1000<br>ASTRA<br>Ontario<br>K0K3W0<br>Canada |  |  |

**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**

Aerospace Spares and Logistics / Pieces de rechange  
aerospatiales et logistiques  
11 Laurier St. / 11, rue Laurier  
8C1, Place du Portage  
Gatineau  
Québec  
K1A 0S5

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

| Item<br>Article | Description   | Dest.<br>Code<br>Dest. | Inv.<br>Code<br>Fact. | Qty<br>Qté | U. of I.<br>U. de D. | Destination | Unit Price/Prix unitaire<br>FOB/FAM | Plant/Usine | Delivery Req.<br>Livraison Req. | Del. Offered<br>Liv. offerte |
|-----------------|---|------------------------|-----------------------|------------|----------------------|-------------|-------------------------------------|-------------|---------------------------------|------------------------------|
| 1               | NSN - NNO: 1670-21-860-3698<br>CANOPY, PERSONNEL PARACHUTE<br>SHELF LIFE/BATCH MANAGED ITEM<br>•<br>PREPARATION FOR DELIVERY:<br>CLAUSE D3013C - 10 1 00 JA 00<br>0.00 CM E6 L 00 0 BB<br>NSCM/CAGE - COF/CAGE: 36376<br>Part No. - N° de la partie:<br>8927687<br>Quality Assurance No. -<br>N° d'assurance de qualité:<br>QAC-Q | W3526                  | W3526                 | 75         | Each                 | \$          | \$                                  |             | SEE HEREIN                      |                              |

| Item<br>Article | Description   | Dest.<br>Code<br>Dest. | Inv.<br>Code<br>Fact. | Qty<br>Qté | U. of I.<br>U. de D. | Destination | Unit Price/Prix unitaire<br>FOB/FAM | Plant/Usine | Delivery Req.<br>Livraison Req. | Del. Offered<br>Liv. offerte |
|-----------------|---|------------------------|-----------------------|------------|----------------------|-------------|-------------------------------------|-------------|---------------------------------|------------------------------|
| 2               | NSN - NNO: 1670-21-869-2186<br>RIP CORD, PARACHUTE<br>PREPARATION FOR DELIVERY CLAUSE<br>D3013C:<br>110 1 00 00 00 0.00 CM BL 1YY0B0<br>NSCM/CAGE - COF/CAGE: 36376<br>Part No. - N° de la partie:<br>8927766-1<br>Quality Assurance No. -<br>N° d'assurance de qualité:<br>QAC-Q | W3526                  | W3526                 | 30         | Each                 | \$          | \$                                  |             | SEE HEREIN                      |                              |

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## PART 1 - 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 (01/03/2014) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

**OR**

The 2004 (01/03/2014) Standard Instructions - Goods or Services - Non-competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 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.

#### 4.1 DRAWINGS

The drawings and specifications, for bidding purposes only, are available for items 1 and 2. **Please send your request for drawings distribution to the Contracting Authority no later than fifteen (15) calendar days before the closing date.**

#### 4.2 Supplier Contacts

Name and telephone number of the person responsible for:

|                    |  |                   |  |
|--------------------|--|-------------------|--|
| Delivery Follow-up |  | General Inquiries |  |
| Name:              |  | Name:             |  |
| Telephone no:      |  | Telephone no:     |  |
| Facsimile no:      |  | Facsimile no:     |  |
| E-mail address:    |  | E-mail address:   |  |

Solicitation No. - N° de l'invitation

W8485-152386/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

419by

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W8485-152386

419byW8485-152386

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## **PART 2 - REQUIREMENT**

### **1. Security Requirement**

There is no security requirement associated with this requirement.

### **2. Requirement**

See page(s) detailed line item(s) description of this document.

## PART 3 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

#### 1.1 Mandatory Technical Criteria

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

- a. comply with proposed Basis of Payment;
- b. provide, if required, manufacture and Parts Traceability for all items;
- c. provide the material condition requested; and
- d. accept terms and conditions as outline in this RFP/Contract document
- e. Accept terms and conditions as outline d in this RFP/Contract document.

#### 1.2 Evaluation of Price

The price of the bid will be evaluated as follows:

- a. Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
- b. foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.
- c. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
- d. Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.
- e. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders. (A0222T, 25/04/13)

### 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. (A0069T, 25/05/07)

### 3. Exchange Rate Fluctuation - Risk Mitigation

C3010T (06/11/13), Exchange Rate Fluctuation Risk Mitigation

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## PART 4 - CERTIFICATIONS

Bidders must provide the required certifications and associated 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 in carrying out any of its obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

### 1. 1. Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003 (**OR** insert 2004, as applicable). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

### 2. Price Certification - Foreign Suppliers - (C0001T, 25/05/07)

OR

### 2. Price Certification - Canadian Suppliers - (C0003T, 12/12/08)

## PART 5 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. End User Certificate

It is herewith certified that supplies purchased in this Contract are ordered by the Canadian Government for the exclusive use by the Canadian Armed Forces.

(D0050C, 25/05/07)

### 3. Requirement

See page(s) detailed line item(s) description of this document.

#### 3.1 Condition of Material

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

(B006C, 12/05/2008)

#### 3.2 Drawings

Official Technical Data Package will be issued by the Department of National Defence.

#### 3.3 Marking - (D2000C, 30/11/07)

#### 3.4 Additional Package Markings - Different

- (b) manufacturer's name;
- (g) data required by the contract or by the commodity specification;

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

#### For items 1 and 2

- (a) manufacturer's name;
- (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. (D2016C, 11/01/10)

#### 3.5 Shelf Life

The Contractor must ensure that **item 1 will have 216 months authorized shelf life as listed** in CFTO D-05-001-001/SF-000 at date of delivery to the Department of National Defence. (B1204C, 16/05/11)

#### 3.6 Labelling - (D2001C, 30/11/07)

#### 3.7 Quality Assurance Authority - Canadian Based Contractor

(D5510C, 26/06/14)

OR

#### 3.7 Quality Assurance Authority (DND) - Foreign-based /United States Contractor

(D5515C, 11/01/10)

**3.8 ISO 9001:2008 Quality Management Systems - Requirements (QAC Q)**

(D5540C, 16/08/10)

**3.9 Release Documents - DND - Canadian Contractors - (D5606C, 16/07/12)****OR****3.9 Release Documents - DND - US Contractor - (D5605C, 11/01/10)****3.10 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: DAP 2-4-4**
- 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.

**NOTE:** For into-plane refuelling contracts b, c and d above are not required.  
(D5620Cmodified , 16/07/12)

**3.11 Incomplete Assemblies - (D9002C, 30/11/07)****4. 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.

**4.1 General Conditions**

2010A (01/03/14) General Conditions - Goods or Services (Medium Complexity) apply to and form part of the Contract.

**4.2 Limitation of Contractor's Liability for Damages to Canada**

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.

2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to \$5,000,000.00. This limitation of the Contractor's liability does not apply to:

- (a) any infringement of intellectual property rights; or
- (b) any breach of warranty obligations.

3. Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.  
(N0001C, 12/05/08)

## 5. Delivery

### 5.1 Complete Delivery - TO BE COMPLETED BY THE BIDDER

The Contractor shall make the complete delivery as follows:

- First Article: on or before \_\_\_\_\_; and Final Production on or before \_\_\_\_\_ (item 1)
- Second article, on or before December 1, 2014 (item 2)

#### **\*Please allow 8 days for receipt of the official Technical Data Package.**

The Contractor shall provide all required First Article inspections to the specified requirements prior to production. The commencement of production prior to First Article acceptance by Canada is at the sole risk of the Contractor.

If the first article is rejected, the Contractor must provide the shipping instructions to return the non compliant First Article within 48 hours after receipt of the report. Upon receipt of the First Article, the Contractor shall either make any necessary changes, modifications or repairs to the First Article. The Contractor shall then deliver a second and last First Article within 30 days. All costs related shall be borne by the Contractor.

If the contractor fails to deliver any first article stipulated above by its due date, the Contractor shall be deemed to have failed to make delivery by the due date and shall be in default under the Contract.

### 5.2 Accelerated Delivery

Every effort will be made to improve delivery without any additional cost to Her Majesty.  
(XBD25K, 15/09/97)

### 5.3 Shipping Instructions

Goods must be consigned and delivered to the destination specified in the contract Incoterms 2000 "DDP Delivered Duty Paid" , Department of National Defence, 15 Westwin Avenue, Stn Forces P.O. Box 1000, Astra, Ontario K0K 3W0, Canada.

OR

### 5.3 Shipping Instructions (DND) - Foreign-based Contractors

1. Delivery will be FCA Free Carrier at \_\_\_\_\_ (**insert the named place, e.g. Contractor's facility**) Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.
2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

Inbound Logistics Coordination Center (ILCC):

Telephone: 1-877-447-7701 (toll free)

Facsimile: 1-877-877-7409 (toll free)

E-mail: ILHQOttawa@forces.gc.ca

3. The Contractor must provide the following information to the DND Inbound Logistics contact when arranging for shipment:
  - a. the Contract number;
  - b. consignee address (if multiple addresses, items must be packaged and labeled separately with each consignee address);
  - c. description of each item;
  - d. the number of pieces and type of packaging (e.g. carton, crate, drum, skid);
  - e. actual weight and dimensions of each piece type, including gross weight;
  - f. copy of the commercial invoice (in accordance with clause C2608C, section 4, of the Standard Acquisition Clauses and Conditions Manual) or a copy of the Canada Border Services Agency form CI1, Canada Customs Invoice;
  - g. Schedule B codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
  - h. North American Free Trade Agreement Certificate of Origin (in accordance with clause C2608C, Section 2) for the U.S. and Mexico only;
  - i. full details of dangerous material, as required for the applicable mode of transportation, signed Certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transport Association regulations or the applicable Canadian Dangerous Goods Shipping Regulations and a copy of the material safety data sheet.
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, the marking of each piece with a Transportation Control Number and customs documentation.
5. The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.
6. If the Contractor delivers the goods at a place and time that are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

(Revised D0035C, 11/01/10)

**OR**

### 5.3 DND Shipping Instructions - Canada - Delivery at Origin

1. Delivery will be FCA Free Carrier at \_\_\_\_\_ (*Insert the named place, e.g. Contractor's facility*) Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.

2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

*Inbound Logistics Co-ordination Center (ILCC)*

*Telephone: 1-877-877-7423 (toll free)*

*Facsimile: 1-877-877-7409 (toll free)*

*E-mail: [ILHQOttawa@forces.gc.ca](mailto:ILHQOttawa@forces.gc.ca)*

3. The Contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:

- a. the Contract number;
- b. consignee address (for multiple addresses, items must be packaged and labelled separately with each consignee address);
- c. description of each item;
- d. the number of pieces and type of packaging (i.e., carton, crate, drum, skid);
- e. actual weight and dimensions of each piece type, including gross weight;
- f. full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable Canadian *Dangerous Goods Shipping Regulations*, and a copy of the materiel safety data sheet.

4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, and the marking of each piece with a Transportation Control Number.

5. The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.

6. If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.

7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later. (D0037C modified, 16/05/11)

### 5.4 Palletization - (D6010C, 30/11/07)

### 5.5 Wood Packaging Materials - (D2025C, 06/11/13)

### 5.6 Preparation for deliver - US-Based Contractor

. Preservation and packaging for **items 1 and 2** must be in accordance with the current issue of United States (U.S.) Department of Defense Military Standard MIL-STD-2073 and must be marked to MIL-STD-129.

2. Packaging data forms previously approved by U.S. authorities are acceptable.

3. Approved coded packaging data is shown immediately below the description of the item to which it applies. Where no data is shown, the Contractor must submit a packaging data form for approval.  
(D3019C, 30/11/07)

**OR**

#### **5.6 Preparation for Delivery - Canadian-based Contractor**

1. Preservation and packaging for **items 1 and 2** must be in accordance with the Canadian Forces packaging specification D-LM-008-001/SF-001, and must be marked to D-LM-008-002/SF-001. Form Level B "PKG DATA FORM REQD" must be in accordance with D-LM-008-011/SF-001.

2. Packaging data forms previously approved by Canadian authorities are acceptable.

3. Approved coded packaging data is shown immediately below the description of the item to which it applies. Where no data is shown, the Contractor must submit a packaging data form for approval.  
(D3013C, 30/11/07)

**OR**

#### **5.6 Preparation for Delivery - US-based Contractor**

Preservation and packaging for items 1 and 2 must be in accordance with the current issue of United States (U.S.) Department of Defense Military Standard MIL-STD-2073 and must be marked to MIL-STD-129.

#### **5.7 Delivery Appointments**

The Contractor is required to arrange delivery appointments by contacting the Depot Traffic Section. The Department of National Defence reserves the right to refuse shipments without prior arrangement. Delivery appointments can be arranged by telephone/fax:

Department Of National Defence  
15 Westwin Avenue  
STN Forces, P.O. Box 1000  
Astra, ON K0K 3W0  
Canada

#### **6. Contracting Authority**

Sylvie Beauchamp

Public Works and Government Services Canada, Acquisitions Branch, DMPS

5C2, Place du Portage, Phase III, 11 Laurier Street, Gatineau, Quebec

Telephone : (819) 956-7646 Facsimile: (819) 997-0437

E-mail address: sylvie.beauchamp @tpsgc-pwgsc.gc.ca

(XLDV30, 18/04/05)

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.

#### **7. Payment**

##### **7.1 Basis of Payment**

1) PRICE: Firm Unit Price

- 2) QST/HST/GST: Extra, if applicable and payable by the consignee  
 3) DUTY: Extra, if applicable and payable by the consignee  
 4) \* FCA: Contractor's Plant \_\_\_\_\_  
**OR**  
 5) \* DDP: **Department of National Defence, 15 Westwin Avenue,  
 Stn Forces PO.OBOX 1000, Astra, On. K0K 3W0**

\* **NOTE:** On front page of document and on Line Item Detail page(s) were the term FOB is listed -  
 Read FCA or DDP as applicable. (XLDV34, 18/04/05)

**7.2 Discretionary Audit** - (C0101C, 11/01/10)  
 (over \$50K - Canadian)

**7.3 Exchange Rate Fluctuation Adjustment** - (C3015C, 06/11/13)

**7.4 Taxes - Foreign-Based Contractors** - (C2000C, 30/11/07)

#### **7.5 Canadian Customs Duties and Sales Tax - Foreign-based Contractor**

Canadian customs duties and sales tax, if applicable, are extra to the Contract Price and payable by Canada. (C2605C, 12/05/08)

#### **7.6 Canadian Customs Documentation**

##### **General**

1. The Contractor must provide two (2) copies of the Canada Customs Invoice (CCI) or two (2) copies of the commercial invoice marked "For Customs Purposes Only".
2. For shipments from the United States and Mexico that are of American, Mexican or Canadian origin, as defined by the North American Free Trade Agreement (NAFTA), and for shipments from Israel that are Israeli in origin, as defined by the Canada-Israel Free Trade Agreement (CIFTA), the Contractor must provide proof of origin of the goods. This proof must be in the form of a NAFTA or CIFTA Certificate of Origin for goods valued at C\$1,600 or more, or a simple statement on the invoice for goods valued at C\$1,600 or less. In either case, the document must include an original signature and must reference the contract number. For contracts valued at C\$250,000 or more, the proof of origin will not be required.
3. The Contractor must not employ commercial customs brokers to custom clear the goods provided under the Contract, unless authorized by the Canadian Material Support Group / Customs, at National Defence Headquarters, telephone: 613-996-0290, facsimile: 1-800-306-1811 or 613-992-9921.

#### **Completion of Documents**

4. The CCI or commercial invoice must include the following information:
  - (a) complete description of the goods being shipped, including the applicable United States "Schedule B" codes or United States Harmonized Tariff Schedule codes;
  - (b) value and terms of sale for each item (e.g. sale, loan, warranty, Incoterms 2000), including value of repairs, warranty repairs or replacement costs;
  - (c) the Contract number and financial codes (use Field 3 on the CCI form);
  - (d) country of origin of goods;
  - (e) when a NAFTA/CIFTA Certificate of Origin has been prepared, the "Description" field of the CCI or commercial invoice must include a statement confirming that it has been completed and is attached to that invoice.

**Distribution of Documents**

5. The Contractor must attach the following to shipping container No. 1 of all shipments using a waterproof envelope marked "Canada Customs Documentation":

- (a) one (1) copy of the CCI or one (1) copy of the commercial invoice as applicable, and;
  - (b) one (1) copy of the NAFTA Certificate of Origin (if applicable).
6. The second copy of each of the above-mentioned forms must be attached to the shipping documents.

7. A copy of the CIFTA Certificate of Origin must be faxed to 1-800-306-1811 or emailed to DCBS Customs@forces.gc.ca.  
(C2608C, 16/07/12)

**7.7 Priority Rating - Canadian based Contractors - (C2801C, 16/05/11)**

(Threshold of \$50K US)

**OR****7.7 Priority Rating - Foreign-based Contractor - (C2800C, 28/01/13)**

(Threshold of \$50K US)

**8. Invoicing Instructions**

The Contractor must submit invoices in accordance with the information required in section 10, Invoice Submission, of the 2010A (19/11/12) General Conditions - Goods or Services (Medium Complexity).

**8.1 Invoice Distribution**

1. The Contractor shall submit invoices on its own form, and shall include the following information: the date, name and address of the consignee(s), item number, quantity, part number, reference number and description, contract file, serial numbers and Client Reference Number (CRN). Invoices will be distributed as follows:

(a) The original and one copy to - Consignee

(b) One (1) copy to:

UPON DELIVERY, please send via EMAIL copy of INVOICE and SHIPPING DETAILS to :  
@pwgsc-tpsgc.gc.ca  
Department of Public Works and Government Services  
Defence and Major Projects Sector  
Aircraft Spares and Logistic Division, BY Division, 5C2 Place du Portage Phase III,  
11 Laurier Street, Gatineau, Quebec K1A 0S5  
**Attention : SYLVIE BEAUCHAMP**

**\* If processing through email is not possible, please fax information to new fax number : (819) 997-0437**

(c) One (1) copy to:

National Defence Headquarters, MGen George R. Pearkes Building  
101 Colonel By Drive, Ottawa, ON K1A 0K2  
**Attention: DAP 2-4-4**

2. Canada will only make payment upon receipt of a satisfactory invoice duly supported by specified release documents and any other documents called for under the Contract.

3. The Contractor shall not submit an invoice prior to shipment of the items to which it relates.  
(XH5001D, 13/12/99)

Solicitation No. - N° de l'invitation

W8485-152386/A

Amd. No. - N° de la modif.

File No. - N° du dossier

419byW8485-152386

Buyer ID - Id de l'acheteur

419by

Client Ref. No. - N° de réf. du client

W8485-152386

CCC No./N° CCC - FMS No/ N° VME

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## **8.2 Multiple Payments - (H1001C, 12/05/08)**

## **9. Defence Contract - (A9006C, 16/07/12)**