

**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

**SOLICITATION AMENDMENT**  
**MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

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

|   |  |
|---|--|
| <b>Title - Sujet</b><br>STRAINER,SEDIMENT   |  |
| <b>Solicitation No. - N° de l'invitation</b><br>W8482-156472/A  | <b>Amendment No. - N° modif.</b><br>001      |
| <b>Client Reference No. - N° de référence du client</b><br>W8482-156472   | <b>Date</b><br>2014-09-29                    |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$\$HL-657-65783  |  |
| <b>File No. - N° de dossier</b><br>hl657.W8482-156472   | <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 2014-11-10</b>  |  |
| <b>F.O.B. - F.A.B.</b><br><b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/> |  |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Turner, Louie  | <b>Buyer Id - Id de l'acheteur</b><br>hl657  |
| <b>Telephone No. - N° de téléphone</b><br>(819) 956-3975 ( )  | <b>FAX No. - N° de FAX</b><br>(819) 956-5227 |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b>   |  |

Instructions: See Herein

Instructions: Voir aux présentes

|  |  |
|--|--|
| <b>Delivery Required - Livraison exigée</b>  | <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/</b><br><b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b> |  |
| <b>Signature</b>   | <b>Date</b>                                  |

Solicitation No. - N° de l'invitation

W8482-156472/A

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

W8482-156472

Amd. No. - N° de la modif.

001

File No. - N° du dossier

hl657W8482-156472

Buyer ID - Id de l'acheteur

hl657

CCC No./N° CCC - FMS No/ N° VME

---

This amendment is issued to add the Table of Contents and change the closing date to November 10, 2014

All other terms and condition remain the same

Solicitation No. - N° de l'invitation

W8482-156472/A

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

W8482-156472

Amd. No. - N° de la modif.

File No. - N° du dossier

hl657 W8482-156472

Buyer ID - Id de l'acheteur

hl657

CCC No./N° CCC - FMS No/ N° VME

---

## TABLE OF CONTENTS

**TITLE:** [Strainer, Sediment](#)

### **PART 1 - GENERAL INFORMATION**

1. Security Requirement
2. Requirement
3. Debriefings
4. Trade Agreements

### **PART 2 - BIDDER INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws
5. Delivery
6. Assurance of NSCM Traceability

### **PART 3 - BID PREPARATION INSTRUCTIONS**

1. Bid Preparation Instructions

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

1. Evaluation Procedures
2. Basis of Selection

### **PART 5 - CERTIFICATIONS**

1. Certifications Required 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. Preparation for Delivery
14. NSCM Traceability
15. Shipping Instructions

Solicitation No. - N° de l'invitation

W8482-156472/A

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

W8482-156472

Amd. No. - N° de la modif.

File No. - N° du dossier

h1657 W8482-156472

Buyer ID - Id de l'acheteur

h1657

CCC No./N° CCC - FMS No/ N° VME

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**TITLE:** [Strainer, Sediment](#)

## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement applicable to this Contract.

### **2. Requirement - Bid**

The requirement is detailed under the "Line Item Detail".

### **3. Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **4. Trade Agreements**

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

## 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 (2014-06-26) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsections 4 and 5 of Section 01 Integrity Provisions - Bid of the Standard Instructions 2003 incorporated by reference above are deleted in their entirety and replaced with the following:

4. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA). These bidders must diligently inform Canada in writing of any changes affecting the list of directors during this procurement process as well as during the Contract period.
5. 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](#)) for any or all individuals mentioned above within a specified time frame. Failure to provide such consent forms and associated information within the time frame provided, or failure to cooperate to the verification process, will result in the bid being declared non-responsive.

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 - Bid | 2014-06-26 |

#### 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.

## 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 fifteen (15) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

## 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 November 28, 2014, the best delivery that could be offered is \_\_\_\_\_.

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

W8482-156472/A

h1657

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W8482-156472

h1657 W8482-156472

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## 6. Assurance of NSCM Traceability

### ASSURANCE OF NSCM (NATO SUPPLY CODE FOR MANUFACTURER) TRACEABILITY:

For the purposes of this solicitation, the NSCM (one or more) specified in this Request for Proposal (RFP) is the only approved source(s) of supply for the part number it is referenced with.

When the specified part number is proposed for supply by the bidder, the related specified NSCM will only be offered by the bidder if the material to be supplied as the specified part number can be traced with documentary evidence directly to the NATO approved source of supply.

In the event that the bidder proposes to supply, under the specified part number, material which can neither be demonstrated by the bidder as originating directly from the approved source of supply nor as supplied under the specified NSCM with the specific written permission of the approved source of supply, the bidder is obligated to specify the alternate manufacturer for the material proposed under the specified part number and not mention the specified NSCM.

Material supplied for the items specified in any subsequent contract will be subject to investigation by the Crown. Material which can neither be demonstrated by the contractor as having originated directly from the NSCM specified for the item in the contract, nor as supplied with the specific written permission of this specified NSCM, will be subject to the following action by the Crown.

The Crown may either:

- a) terminate the contract for default with respect to that item, return the item to the Contractor at the Contractor's risk and expense, and demand and receive from the Contractor (who will forthwith so pay) all procurement and other costs incurred by the Crown, including any increased costs required for the purpose of expediting production; or
- b) retain the item, and demand and receive from the Contractor (who will forthwith so pay) the difference between the Contractor's costs relating to the item, as determined by the Crown, and the costs which, in the Crown's opinion, the Contractor would have incurred had it obtained and supplied an item which did not differ in any way from that specifically required under the contract.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

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 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.

#### 1.1 Equivalent Products

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
  - (a) designates the brand name and model and/or part number and NSCM/CAGE of the substitute product;
2. Products offered as equivalent in form, fit, function and quality will not be considered if:
  - (a) the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
  - (b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to provide technical information demonstrating the equivalency (e.g. Drawing, specifications, engineering reports and/or test reports), or to demonstrate that the substitute product is equivalent to the item specified in the bid solicitation, at the sole cost of bidders, within three (3) business days (or other delay specified herein) of the request. If the bidder fails to provide the requested information within the specified delay, Canada may declare the bid non-responsive.

#### 1.2 Substitute Products - Samples (DND)

If the Bidder offers a substitute product, Canada reserves the right to request a sample from the Bidder in order to determine its equivalency in form, fit, function, quality and performance to the item specified in the bid solicitation.

The Bidder must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within fifteen (15) calendar days from the date of request. The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirements of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive.

Solicitation No. - N° de l'invitation

W8482-156472/A

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

W8482-156472

Amd. No. - N° de la modif.

File No. - N° du dossier

h1657 W8482-156472

Buyer ID - Id de l'acheteur

h1657

CCC No./N° CCC - FMS No/ N° VME

---

### 1.3 SACC Manual Clauses

The following terms and conditions are incorporated herein

| SACC Reference | Section                   | Date       |
|----------------|---------------------------|------------|
| C3011T         | Exchange Rate Fluctuation | 2013-11-06 |

### 1.4 Progress Payments

Progress payments will not be considered unless specifically offered by PWGSC in this document.

## **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 Mandatory Technical Criteria**

- a) Bids must clearly indicate the part number and manufacturer (NSCM/CAGE) offered at each line item in the "Line Item Detail"; and
- b) If equivalent products are being offered, the Bidder must indicate the part number and manufacturer (NSCM/CAGE) and submit the documents and information as detailed in Part 3, Equivalent Products clause.

#### **1.2 Financial Evaluation**

##### **1.2.1 Mandatory Financial Criteria**

- a) The Bidder must bid firm unit prices in Canadian funds, Applicable Taxes excluded, DDP Delivered Duty Paid to destinations Incoterms 2000, Customs Duties included for each item offered; and
- b) The Bidders' financial bid must be in accordance with the Basis of Payment; and.
- c) Bidders who are submitting bids on items with identical NSNs to be delivered to multiple destinations must submit firm unit prices for each of these items.

### **2. Basis of Selection - Multiple Items**

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 aggregate basis will be recommended for award of a contract.

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

W8482-156472/A

hl657

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W8482-156472

hl657 W8482-156472

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## PART 5 - 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. Certifications Required Precedent to Contract Award

#### 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. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### 1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equality/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada (ESDC) - Labour's website ([http://www.labour.gc.ca/eng/standards\\_equality/eq/emp/fcp/index.shtml](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/index.shtml)).

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

## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement applicable to this Contract.

### 2. Requirement - Contract

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 (2014-06-26), 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 \_\_\_\_\_.

#### 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.**

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

W8482-156472/A

hl657

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W8482-156472

hl657 W8482-156472

**5. Authorities**

**5.1 Contracting Authority**

The Contracting Authority for the Contract is:

[Louie Turner, 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: 819-956-3975 Facsimile: 819-956-5227

E-mail address: [louie.turner@tpsgc-pwgsc.gc.ca](mailto:louie.turner@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 Contractor's Representative**

Name and telephone number of the person responsible for :

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

**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 contract for a cost of \$ \_\_\_\_\_ CAD. Customs duties are included and Applicable Taxes are extra.

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

**6.2 Limitation of Price**

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

**6.3 Terms of Payment**

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

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

W8482-156472/A

hl657

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W8482-156472

hl657 W8482-156472

---

## 7. Invoicing

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.

Each invoice must be supported by the following documents, if applicable: (a) a copy of time sheets to support the time claimed; (b) a copy of the release document and any other documents as specified in the Contract; (c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses; (d) a copy of the monthly progress report.

2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the appropriate consignee(s) for certification and payment.
  - b. One (1) copy must be forwarded to:  
National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Drive, Ottawa, Canada, K1A 0K2  
Attention: D MAR P 4-3-3-5
  - c. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
3. 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.

## 8. Certifications

### 8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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 \_\_\_\_\_.

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

W8482-156472/A

hl657

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W8482-156472

hl657 W8482-156472

## 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 (2014-06-26) General Conditions - Goods (Medium Complexity);
- (c) Requirement;
- (d) Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_ “, as clarified on \_\_\_\_\_” **or** “, as amended on \_\_\_\_\_”

## 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       |
|----------------|---|------------|
| B7500C         | Excess Goods  | 2006-06-16 |
| D2000C         | Marking   | 2007-11-30 |
| D2001C         | Labelling   | 2007-11-30 |
| D5545C         | ISO 9001:2008 - Quality Management Systems - Requirements (QAC C) | 2010-08-16 |
| D9002C         | Incomplete Assemblies   | 2007-11-30 |
| G1005C         | Insurance   | 2008-05-12 |

## 13. Preparation for Delivery

### 13.1 Preparation for Delivery

The Contractor must prepare item numbers 1 and 2 for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package item numbers 1 and 2 in quantities of one (1) by package.

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

W8482-156472/A

hl657

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W8482-156472

hl657 W8482-156472

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#### **14. NSCM Traceability**

Material supplied for the items specified in this contract are subject to investigation by the Crown. Material which can neither be demonstrated by the contractor as having originated directly from the NSCM specified for the item in this contract, nor as supplied with the specific written permission of this specified NSCM, are subject to the following action by the Crown.

The Crown may either:

- a) terminate the contract for default with respect to that item, return the item to the Contractor at the Contractor's risk and expense, and demand and receive from the Contractor (who will forthwith so pay) all reprourement and other costs incurred by the Crown, including any increased costs required for the purpose of expediting production; or
- b) retain the item, and demand and receive from the Contractor (who will forthwith so pay) the difference between the Contractor's costs relating to the item, as determined by the Crown, and the costs which, in the Crown's opinion, the Contractor would have incurred had it obtained and supplied an item which did not differ in any way from that specifically required under the contract.

#### **15. Shipping Instructions**

##### **15.1 Shipping Instructions - Delivery and Destination Schedules**

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid HMC Dockyard, Halifax, Nova Scotia and CFB Esquimalt, Victoria, British Columbia. 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 Applicable 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