

**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 FILTER,FLUID	
Solicitation No. - N° de l'invitation W8486-151279/A	Date 2014-10-16
Client Reference No. - N° de référence du client W8486-151279	
GETS Reference No. - N° de référence de SEAG PW-\$\$HN-325-65913	
File No. - N° de dossier hn325.W8486-151279	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-12-02	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: Tokarew, Linda	Buyer Id - Id de l'acheteur hn325
Telephone No. - N° de téléphone (819) 956-3496 ()	FAX No. - N° de FAX (819) 953-4944
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

Electrical & Electronics Products Division
11 Laurier St./11, rue Laurier
7B3, Place du Portage, Phase III
Gatineau, Québec K1A 0S5

Delivery Required - Livraison exigée Specified herein - Précisé dans les présentes	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
D - 1	7CFSD Receipts and Issues Section Edmonton, AB EDMONTON, AB AB T5J 4J5 CANADA	W2481	DEPARTMENT OF NATIONAL DEFENCE 7 CF SUPPLY DEPOT STN FORCES P.O.BOX 10500 EDMONTON Alberta T5J4J5 Canada
WB941	DEPARTMENT OF NATIONAL DEFENCE CFSD MONTREAL 6363 RUE NOTRE DAME ST E. MONTREAL Quebec H1N3V9 Canada	W1941	DEPARTMENT OF NATIONAL DEFENCE C.P. 4000 SUCC K MONTREAL Quebec H1N3R9 Canada



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	NSN - NNO: 2910-01-424-6965 FILTER,FLUID FILTER,FLUID: END ITEM IDENTIFICATION:FUEL SYSTEM ASSY, GENERATOR 2KW AC NSCM/CAGE - COF/CAGE: 35907 Part No. - N° de la partie: 9480745-12	WB941	W1941	30	Each	\$ XXXXXXXXXXXXXX	Jan.30/15	
2	NSN - NNO: 2910-01-424-6965 FILTER,FLUID FILTER,FLUID: END ITEM IDENTIFICATION:FUEL SYSTEM ASSY, GENERATOR 2KW AC NSCM/CAGE - COF/CAGE: 35907 Part No. - N° de la partie: 9480745-12	D - 1	W2481	20	Each	\$ XXXXXXXXXXXXXX	Jan.30/15	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
3	NSN - NNO: 6210-20-003-7535 LIGHT FIXTURE ASSEMBLY CGCS LONG DESCRIPTION: LIGHT FIXTURE ASSEMBLY OVERALL LENGTH: 100.000 INCHES NOMINAL OVERALL HEIGHT: 3.220 INCHES NOMINAL SPECIAL FEATURES: LIGHT FIXTURE ASSEMBLY MANUFACTURED BY JAMESON, CAGE CODE 06967, P/N 31-502SK-IP-C; CONSISTS OF 1 LIGHT FIXTURE, FLUORESCENT, 1 BLACKOUT FILTER AND 2 HANGING STRAPS NSCM/CAGE - COF/CAGE: 35907 Part No. - N° de la partie: 0777219-100	WB941	W1941	10	Each	\$	XXXXXXXXXXXX		Jan.30/15	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
4	NSN - NNO: 5980-20-000-7993 DISPLAY ,OPTOELECTRONIC CGCS LONG DESCRIPTION: DISPLAY, OPTOELECTRONIC DISPLAY COLOR: GREEN OVERALL LENGTH: 36.50 MILLIMETERS NOMINAL OVERALL WIDTH: 46.50 MILLIMETERS NOMINAL SPECIAL FEATURES: LENS RECPTACLE WITH LED NSCM/CAGE - COF/CAGE: 35907 Part No. - N° de la partie: 0175408-001	WB941	W1941	30	Each	\$	XXXXXXXXXXXX		Jan.30/15	



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
5	NSN - NNO: 5980-20-000-7993 DISPLAY , OPTOELECTRONIC CGCS LONG DESCRIPTION: DISPLAY, OPTOELECTRONIC DISPLAY COLOR: GREEN OVERALL LENGTH: 36.50 MILLIMETERS NOMINAL OVERALL WIDTH: 46.50 MILLIMETERS NOMINAL SPECIAL FEATURES: LENS RECPTACLE WITH LED NSCM/CAGE - COF/CAGE: 35907 Part No. - N° de la partie: 0175408-001	D - I	W2481	20	Each	\$	XXXXXXXXXXXX	Jan.30/15	



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6	NSN - NNO: 2990-21-902-6311 PIPE, EXHAUST CGCS LONG DESCRIPTION: PIPE, EXHAUST MATERIAL: STEEL CORROSION RESISTING NOMINAL OVERALL LENGTH: 122.500 INCHES SPECIAL FEATURES: 1.750 INCH ID FLEXIBLE PIPE 120.000 INCHES LONG WITH 2.500 INCH LONG 12 GAUGE TUBE ATTACHED TO ONE END NSCM/CAGE - COF/CAGE: 35907 Part No. - N° de la partie: 8382555-1	WB941	W1941	10	Each	\$ XXXXXXXXXXXXXX	Jan.30/15	



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
7	NSN - NNO: 6115-21-915-0202 INSTALLATION KIT, EXHAUST SYSTEM CGCS LONG DESCRIPTION: INSTALLATION KIT, EXHAUST SYSTEM GENERAL CHARACTERISTICS ITEM DESCRIPTION: USED FOR DIESEL GENERATOR 5KW AND 10 KW, TACTICAL QUIET NSCM/CAGE - COF/CAGE: 35907 Part No. - N° de la partie: 8382654-2	WB941	W1941	175	Each	\$	XXXXXXXXXXXX	Jan.30/15	



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
8	NSN - NNO: 5925-20-000-0892 CIRCUIT BREAKER CGCS LONG DESCRIPTION: CIRCUIT BREAKER POLE QUANTITY: 3 MAXIMUM CONTINUOUS LOAD CURRENT RATING PER POLE: ALL LOCATIONS 100.0 AMPERES AC OPERATING VOLTAGE TYPE AND RATING PER POLE IN VOLTS: ALL LOCATIONS 240.0 AC OVERALL LENGTH: 63.5 MILLIMETERS NOMINAL OVERALL HEIGHT: 95.2 MILLIMETERS NOMINAL OVERALL WIDTH: 79.3 MILLIMETERS NOMINAL SPECIAL FEATURES: RECTANGULAR SHAPE NSCM/CAGE - COF/CAGE: 35907 Part No. - N° de la partie: 0175428-001	D - 1	W2481	7	Each	\$	XXXXXXXXXXXX	Jan.30/15	



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
9	NSN - NNO: 5925-20-000-0892 CIRCUIT BREAKER CGCS LONG DESCRIPTION: CIRCUIT BREAKER POLE QUANTITY: 3 MAXIMUM CONTINUOUS LOAD CURRENT RATING PER POLE: ALL LOCATIONS 100.0 AMPERES AC OPERATING VOLTAGE TYPE AND RATING PER POLE IN VOLTS: ALL LOCATIONS 240.0 AC OVERALL LENGTH: 63.5 MILLIMETERS NOMINAL OVERALL HEIGHT: 95.2 MILLIMETERS NOMINAL OVERALL WIDTH: 79.3 MILLIMETERS NOMINAL SPECIAL FEATURES: RECTANGULAR SHAPE NSCM/CAGE - COF/CAGE: 35907 Part No. - N° de la partie: 0175428-001	WB941	W1941	10	Each	\$	XXXXXXXXXXXX	Jan.30/15	

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The contractor must provide the goods and/or services in accordance with the requirements and in the quantities stated "herein".

2.1 Delivery Requirement

Delivery is requested to be completed by January 30, 2015.

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 10 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) (<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](#) (2014-09-25) 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) calendar** days

1.1 SACC Manual Clauses

SACC Reference	Section	Date
A9033T	Financial Capability	2012-07-16
B1000T	Condition of Material	2014-06-26

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.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

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.

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4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in [Ontario](#).

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

- Section I: Financial Bid One (1) Copy
- Section II: Certifications One (1) Copy
- Section III: Additional Information One (1) Copy

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

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

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

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

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

- 1) use 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: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

1.1 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

Section II: Certifications

1.2 Certifications

Bidders must submit the certifications required under Part 5.

Section III: Additional Information

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1.3 Additional Information

1.3.1 Delivery Offered

While delivery is requested as indicated above, the best delivery that could be offered is _____.

1.3.2 Contractor Representatives

Name and telephone number of the person responsible for:

General enquiries

Name: _____
Telephone: _____
E-mail: _____

Delivery follow-up

Name: _____
Telephone: _____
E-mail: _____

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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

You are reminded that this solicitation requires the compliance and/or completion of requirements attached as an Annex and forming part of this document.

1. Evaluation Procedures

An evaluation team composed of representatives of Canada will evaluate the bids.

Evaluation Criteria

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 Technical Evaluation

1.1.1 Mandatory Technical Criteria

The following Mandatory requirements must be submitted with the bid for evaluation

- Compliant description of items herein;
- Bids must be submitted for all destinations per NSN.

1.2 Financial Evaluation

1.2.1 Pricing Basis

The bidder must quote firm unit prices in Canadian dollars, DDP Delivered Duty Paid (destination), Applicable Taxes extra, as applicable. Freight charges to destination and all applicable Custom duties and Excise taxes must be included.

2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with **the lowest evaluated price on an item by item basis** will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions [2003](#). The related documentation therein required 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) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](#) website.

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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

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.

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PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The contractor must provide the goods in accordance with the requirements and in the quantities stated "herein".

2.1 SACC Manual Clauses

SACC Reference	Section	Date
B1501C	Electrical Equipment	2006-06-16
B4019C	United States Military Specifications and Standards	2007-11-30
B7500C	Excess Goods	2006-06-16

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](#) (2014-09-25), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

3.2 Supplemental General Conditions

2003, (2014-03-01), Supplemental General Conditions apply to and form part of the Contract.

3.3 SACC Manual Clauses

SACC Reference	Section	Date
A0301C	Military Aviation Replacement Parts - Maintenance of Records	2007-05-25
C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating - Canadian Contractors	2011-05-16

4. Term of Contract

4.1 Delivery Date

All the deliverables must be received on or before _____ (Delivery as offered and as accepted will be inserted at contract award).

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5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Linda Tokarew (Supply Specialist)

Public Works and Government Services Canada - Acquisitions Branch
Logistics, Electrical, Fuel and Transportation Directorate - "HN" Division
7B3, Place du Portage, Phase III, 11 Laurier Street, Gatineau, QC, K1A 0S5
Telephone: (819) 956-3496 Facsimile: (819) 953-4944
E-mail address: Linda.Tokarew@pwgsc-tpsgc.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:

General Enquiries

Name:	will be inserted at contract
Telephone:	will be inserted at contract
Facsimile:	will be inserted at contract
E-mail:	will be inserted at contract

Delivery Follow-up

Name:	will be inserted at contract
Telephone:	will be inserted at contract
Facsimile:	will be inserted at contract
E-mail:	will be inserted at contract

6. Payment

6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid **a firm unit prices**, as specified in **the contract**. 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 Multiple Payments

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

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6.4 SACC Manual Clauses

SACC Reference	Section	Date
G1005C	Insurance	2008-05-12

7. Invoicing Instructions

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

National Defence Headquarters - MGen George R. Pearkes Building
101 Colonel By Drive, Ottawa, ON, K1A 0K2
Attention: will be inserted at contract
DND/DLP 3-4-2-2
 - (c) **One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.**

Department of Public Works and Government Services - "HN" Division
7B3 Place du Portage, Phase III, 11 Laurier Street, Gatineau, QC, K1A 0S5
Attention: Linda.Tokarew@pwgsc-tpsgc.gc.ca

8. Certifications

8.1 Compliance

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

9. Applicable Laws

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

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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. 2003, (2014-03-01) supplemental general conditions;
- c. [2010A](#) (2014-09-25) General Conditions - Goods, Professional Services, Services (Medium Complexity);
- d. 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

SACC Reference	Section	Date
D5545C	ISO 9001:2008 - Quality Management Systems - Requirements (Quality Assurance Code “C”)	2010-08-16
D5540C	ISO 9001:2008 Quality Management Systems - Requirements (Quality Assurance Code “Q”) Items 0005 and 0006	2010-08-16
D5510C	Quality Assurance Authority (Department of National Defence) - Canadian-based Contractor”) Items 0005 and 0006	2014-06-26
D5515C	Quality Assurance Authority (Department of National Defence) - Foreign-based and United States Contractor”) Items 0005 and 0006	2010-01-11
D5606C	Release Documents (Department of National Defence) - Canadian-based Contractor”) Items 0005 and 0006	2012-07-16
D5605C	Release Documents (Department of National Defence) - United States-based Contractor”) Items 0005 and 0006	2010-01-11
D5604C	Release Documents (Department of National Defence) - Foreign-based Contractor”) Items 0005 and 0006	2008-12-12

12.1 NATO Commercial and Government Entity Code (NCAGE) Traceability

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

Canada 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 shall forthwith so pay) all procurement and other costs incurred by Canada, including any increased costs required for the purpose of expediting production;

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or

- (b) retain the item, and demand and receive from the Contractor (who shall forthwith so pay) the difference between the Contractor's costs relating to the item, as determined by Canada, and the costs which, in Canada'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.

12.2 Release Documents – Distribution Articles 0005 and 0006

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: DND/DLP 3-4-2-2

- 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.

13. SACC Manual Clauses (Delivery)

SACC Reference	Section	Date
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D6010C	Palletization	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30

13.1 Shipping Instructions - Delivery at Destination

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

Delivered Duty Paid (DDP) Destinations. Inco terms 2000 for shipments from a commercial contractor.

13.2 Preparation for Delivery

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

The Contractor must package for all items in quantities of one (1) *unit pack* by package.

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13.3 Shipping – Scheduling

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) 7 CF Supply Depot Lancaster Park
Edmonton, Alta
Telephone: 780-973-4011, ext. 4524
- (b) 25 CF Supply Depot Montreal
Montreal, Qc
Telephone: 1-866-935-8673 (toll free), or
514-252-2777, ext. 2363 / 4673 / 4282