



**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 0B2 / Noyau 0B2  
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> TEST SET,SYNCHRO	
<b>Solicitation No. - N° de l'invitation</b> W8482-167999/A	<b>Date</b> 2015-10-27
<b>Client Reference No. - N° de référence du client</b> W8482-167999	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HN-313-68219	
<b>File No. - N° de dossier</b> hn313.W8482-167999	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2015-12-07</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST	
<b>F.O.B. - F.A.B.</b> <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> Kelly, Ruth	<b>Buyer Id - Id de l'acheteur</b> hn313
<b>Telephone No. - N° de téléphone</b> (819) 420-0343 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  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

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



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	DND CFB Esquimalt CFB Esquimalt Attn: Receiving Bldg 66 Colwood VICTORIA BC V9A 7N2 CANADA	W0103	DEPARTMENT OF NATIONAL DEFENCE CFB ESQUIMALT STN FORCES P.O.BOX 17000 VICTORIA British Columbia V9A7N2 Canada
D - 2	CFB Halifax MAIN Warehouse 2519 Provo Wallis Street HALIFAX NS B3K5X5 CANADA	W010B	DEPARTMENT OF NATIONAL DEFENCE P.O. BOX 99000 STN FORCES HALIFAX Nova Scotia B3K5X5 Canada



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	NSN - NNO: 6625-20-007-6633 TEST SET, SYNCHRO; OPERATING TEST CAPABILITY: 2 INDEPENDENT CHANNELS; ETHERNET, IEEE-488, USB AND PARALLEL PORTS; LXI COMPATIBLE FREQUENCY RATING: 1ST OPERATING POWER RQMT 47.0 HERTZ MINIMUM AND 1ST OPERATING POWER RQMT 10.0 KILOHERTZ MAXIMUM HEIGHT: 511.0 METERS NOMINAL; LENGTH: 635.0 MILLIMETERS NOMINAL; WIDTH: 231.0 MILLIMETERS NOMINAL; MAJOR COMPONENTS: CONTAIN SYNCHRO/RESOLVER SIMULATOR MODEL 5330A-2R AND BLACK WATERPROOF CARRY CASE. NSCM P/N AND MANUFACTURER L7903 5330A-2R-C1 Integrays Ltd. Mississauga, Ontario ===== P/N Offered: _____ NSCM Offered: _____	D - 2	W010B	6	Each	\$	XXXXXXXXXXXX		See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
2	NSN - NNO: 6625-20-007-6633 TEST SET, SYNCHRO OPERATING TEST CAPABILITY: 2 INDEPENDENT CHANNELS; ETHERNET, IEEE-488, USB AND PARALLEL PORTS; LXI COMPATIBLE FREQUENCY RATING: 1ST OPERATING POWER RQMT 47.0 HERTZ MINIMUM AND 1ST OPERATING POWER RQMT 10.0 KILOHERTZ MAXIMUM HEIGHT: 511.0 METERS NOMINAL; LENGTH: 635.0 MILLIMETERS NOMINAL; WIDTH: 231.0 MILLIMETERS NOMINAL; MAJOR COMPONENTS: CONTAIN SYNCHRO/RESOLVER SIMULATOR MODEL 5330A-2R AND BLACK WATERPROOF CARRY CASE. NSCM P/N AND MANUFACTURER L7903 5330A-2R-C1 Integrays Ltd. Mississauga, Ontario ===== P/N Offered: _____ NSCM Offered: _____	D - 1	W0103	6	Each	\$	XXXXXXXXXXXX		See Herein	

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hn313.W8482-167999

Buyer ID - Id de l'acheteur  
HN313  
CCC No./N° CCC - FMS No./N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement associated with the requirement.

### **1.2 Requirement**

The contractor must provide the goods in accordance with the technical requirements stated herein.

#### **1.2.1 Delivery Requirement**

Delivery is requested to be completed by March 31, 2016.

### **1.3 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **1.4 Trade Agreements**

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 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](#) (2015-07-03) 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: 60 days  
Insert: 90 days

#### 2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
<a href="#">A9033T</a>	Financial Capability	2012-07-16
<a href="#">A9130T</a>	Controlled Goods Program	2014-11-27
<a href="#">B1000T</a>	Condition of Material	2014-06-26

### 2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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.

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File No. - N° du dossier  
hn313.W8482-167999

Buyer ID - Id de l'acheteur  
HN313  
CCC No./N° CCC - FMS No./N° VME

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## 2.4 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.

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

- Section I: Technical Bid ( 2 hard copies)
- Section II: Financial Bid (1 hard copies)
- Section III: Certifications (1 hard copies)
- Section IV: Additional Information ( 1 hard copies)

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

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

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

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### 3.1.1 Equivalent Product

- 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, model and/or part number of the substitute product;
  - b. states that the substitute product is fully interchangeable with the item specified;
  - c. provides complete specifications and descriptive literature for each substitute product with bid;**
  - d. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and

- 
- e. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
  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 demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

#### **3.1.1.1 Equivalent Products - Samples (DND)**

If the Bidder offers a equivalent 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 20 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.

### **Section II: 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.

#### **3.1.2 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 III: Certifications**

Bidders must submit the certifications required under Part 5.

### **Section IV: Additional Information**

#### **3.1.4 Delivery Offered**

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

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

### **4.1 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.

#### **4.1.1 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.

##### **4.1.1.1 Mandatory Technical Criteria**

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

- Technical compliance herein;
- Bids must be submitted for all destinations per NSN.

#### **4.1.2 Financial Evaluation**

The bid price will be determined by processing the items as follows:

Sum of items with identical NSN's total price (destination 1: unit price x qty. + destination 2: unit price x qty.)

##### **4.1.2.1 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.

### **4.2 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 aggregate basis will be recommended for award of a contract.

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## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Bidders must provide the required certifications and additional 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 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 will render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

#### **5.1.1 Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](#), to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

#### **5.2.1 Integrity Provisions – List of Names**

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

#### **5.2.2 General Environmental Criteria Certification**

By submitting the bid, the bidder certifies that the information submitted in the General Environmental Criteria table found at Table 1 is accurate and complete.

By submitting the bid the Bidder certifies that it meets, and will continue to meet throughout the duration of any resulting contract, a minimum of four out of seven requirements identified in the General Environmental Criteria Table found at Table 1;

**Additional Information**

The Bidder must complete Table 1 by inserting a checkmark next to every criteria that are met. Bidders are requested to submit Table 1 with their bid. As this is a new procedure, Canada reserves the right to request Table 1 after bid closing. The Contracting Authority will inform the Bidder of a time frame within which to provide it. Failure to provide Table 1 within the required time frame will render the bid non-responsive.

**The Contractor must meet and continue to meet four out of seven criterions during the entire duration of the contract.**

<b>Green practices within supplier's organization:</b>	<b>Insert a checkmark for each criteria that is met</b>
Promotes a paperless environment through directives, procedures and/or programs.	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client.	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification.	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	
Registered to ISO 14001 or has an equivalent environmental management system in place	

**5.2.3 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\) - 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.

## PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 6.1 Security Requirements

There is no security requirement applicable to this Contract.

### 6.2 Requirement

The contractor must provide the goods in accordance with the technical requirements stated herein.

#### 6.2.1 SACC Manual Clauses

SACC Reference	Section	Date
<a href="#">B1501C</a>	Electrical Equipment	2006-06-16
<a href="#">B7500C</a>	Excess Goods	2006-06-16

### 6.3 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) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

#### 6.3.1 General Conditions

[2010A \(2015-09-03\), General Conditions - Goods \(Medium Complexity\)](#), apply to and form part of the [Contract](#).

##### 6.3.1.1 SACC Manual Clauses

SACC Reference	Section	Date
<a href="#">A9131C</a>	Controlled Goods Program	2014-11-27
<a href="#">B4060C</a>	Controlled Goods	2011-05-16
<a href="#">C2800C</a>	Priority Rating	2013-01-28
<a href="#">C2801C</a>	Priority Rating - Canadian Contractors	2014-11-27

### 6.4 Term of Contract

#### 6.4.1 Delivery Date

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

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Ruth Kelly – 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) 420-0343 Facsimile: (819) 953-4944  
E-mail address: [ruth.kelly@pwgsc-tpsgc.gc.ca](mailto:ruth.kelly@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.

### 6.5.2 Contractor's Representative

Name and telephone number of the person responsible for: (will be inserted at contract)

#### General enquiries

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

#### Delivery follow-up

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

## 6.6 Payment

### 6.6.1 Basis of Payment

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. Custom duties are included and Applicable Taxes are extra.

### 6.6.2 Multiple Payments

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

### 6.6.3 SACC Manual Clauses

SACC Reference	Section	Date
<u>G1005C</u>	Insurance	2008-05-12

### 6.7 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 consignee.
- (b) one (1) copy must be forwarded to the following address for certification and payment.

National Defence Headquarters - MGen George R. Pearkes Building  
101 Colonel By Drive, Ottawa, ON, K1A 0K2  
Attention: D Mar P 4-3-5-5

- (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: Ruth Kelly

### 6.8 Certifications

#### 6.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional 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 additional 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.

### 6.9 Applicable Laws

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

## 6.10 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) the general conditions 2010A (2015-09-03), General Conditions - Goods (Medium Complexity)
- (c) Requirement;
- (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)*)

## 6.11 Defence Contract

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

## 6.12 SACC Manual Clauses

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

## 6.13 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; 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.

#### 6.14 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: D Mar P 4-3-5-5

- 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](mailto:ContractAdmin.DQA@forces.gc.ca).

#### 6.15 SACC Manual Clauses (Delivery)

SACC Reference	Section	Date
<a href="#">D2000C</a>	Marking	2007-11-30
<a href="#">D2001C</a>	Labelling	2007-11-30
<a href="#">D9002C</a>	Incomplete Assemblies	2007-11-30

##### 6.15.1 Shipping Instructions - Delivery at Destination

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

Delivered Duty Paid (DDP) (Victoria, British Columbia and Halifax, Nova Scotia) Incoterms 2000 for shipments from a commercial contractor.

##### 6.15.2 Preparation for Delivery

The Contractor must prepare item numbers 001 and 002 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 001 and 002 in quantities of 1 by package.

Solicitation No. - N° de l'invitation  
W8482-167999/A  
Client Ref. No. - N° de réf. du client  
W8482-167999

Amd. No. - N° de la modif.  
File No. - N° du dossier  
hn313.W8482-167999

Buyer ID - Id de l'acheteur  
HN313  
CCC No./N° CCC - FMS No./N° VME

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### **6.15.3 Shipping – Scheduling (DND)**

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