



**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

Quebec

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

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Frigate Life Extension (FELEX) Project / Bureau de projet de prolongation de la vie des frégates (BP FELEX)

455 Blvd de la Carrière

Gatineau

Quebec

K1A 0K2

Title - Sujet CSIC Spare Parts Procurement Ops #2	
Solicitation No. - N° de l'invitation W8482-178639/A	Date 2017-02-01
Client Reference No. - N° de référence du client W8482-178639	
GETS Reference No. - N° de référence de SEAG PW-\$\$FX-010-26161	
File No. - N° de dossier 010fx.W8482-178639	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-03-15	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Saulnier, Jaime-Lynn	Buyer Id - Id de l'acheteur 010fx
Telephone No. - N° de téléphone (819) 939-3256 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Formation Commander HCM Dockyard Bldg 206 Halifax, Nova Scotia B3K 5X5 Canada And/or CFB Esquimalt Main Warehouse	

Instructions: See Herein

Instructions: Voir aux présentes

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

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ANNEX A - PRICE LIST- CSIC SPARE PARTS OPS #2

ANNEX B – FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

ANNEX C – ITEMS REQUIRING CANADIAN FORCES PACKAGING SPECIFICATION D-LM-008-035/SF-001

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

1.2 Controlled Goods Requirement

A9130T 2014-11-27 Controlled Goods Program – Bid

1.3 Requirement

The requirement is detailed under “*Annex A – Price List – CSIC Spare Parts Ops #2*”.

1.4 Delivery Requirement

The initial purchase of spare parts as detailed in “*Annex A – Price List – CSIC Spare Parts Ops # 2*”, must be received as per the lead times submitted with the bid.

1.5 Debriefings

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

1.6 Trade Agreements

The requirement is excluded from international trade agreements (WTO-AGP, NAFTA). The provisions of the Agreement on Internal Trade (AIT) do apply.

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>) 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 (2016-04-04) 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

B1000T 2014-06-26 Condition of Material- Bid

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 **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 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.

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.

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 - 1 hard copy, and 1 soft copy on CD,
- Section II: Financial Bid - 1 hard copy, and 1 soft copy on CD,
- Section III: Certifications - 1 hard copy, and 1 soft copy on CD,
- Section IV: Additional Information - 1 hard copy, and 1 soft copy on CD,

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 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.

1. No Substitute Products

Bidders must provide products that are the same description, brand name, model and/or part number as detailed in the Item Description in "Annex A – Price List- CSIC Spare Parts Ops #2". Bidders are advised that substitute products will not be considered.

2. Substitute Products – Replaced Part Numbers from the OEM

Products that are replaced part numbers (superseded or obsolete) from the Original Equipment Manufacturer (OEM) must be equivalent in form, fit, function, quality and performance to the original item(s) specified in the bid solicitation and will be considered where the bidder provides:

- a. Proof by submitting a copy of a Certificate of Conformity from the OEM providing justification/explanation that the part numbers are a replacement of the OEM parts specified herein and are equivalent in form, fit, function, quality and performance to the OEM's parts specified herein; or
- b. All required technical information to demonstrate their technical compliance and to confirm form, fit, function, quality and performance of these replaced part numbers.

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 the bidder(s), that the substitute product is equivalent to the item specified in the bid solicitation. If the Bidder fails to provide the requested information within **five (5) business days**, Canada may declare the bid non-responsive.

Section II: Financial Bid

1. Bidders must submit their financial bid in accordance with the Basis of Payment and "*Annex A – Price List- CSIC Spare Parts Ops #2*". The total amount of Applicable Taxes must be shown separately.
2. Bidders do not have to quote a price for every line item in the bid solicitation in order to be evaluated.
3. Bidders must provide individual prices for each destination.
4. More than one contract may be awarded in response to this solicitation.
5. For *optional quantity*, bidders must provide firm unit prices transportation costs *excluded*.

Exchange Rate Fluctuation

C3011T 2013-11-06 Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

Section IV: Additional Information

Best Delivery Date – Bid

Canada requests that Bidders submit the following information:

Delivery

Initial Quantity

While deliveries are requested as indicated in Part 1, Delivery, Bidders should indicate the best delivery that could be offered in "*Annex A – Price List – CSIC Spare Parts Ops #2*".

Optional Quantity

For the optional quantity, Bidders are requested to indicate the best delivery offered by completing "*Annex A – Price List – CSIC Spare Parts Ops #2*".

Supplier's Representative

Canada requests that Bidders provide information for the contact person responsible for:

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General Information:

Name: _____
Telephone No: _____
Facsimile: _____
E-mail address: _____

Delivery Follow-Up:

Name: _____
Telephone No: _____
Facsimile: _____
E-mail address: _____

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

a) Mandatory Technical Evaluation Criteria – Part Number and NCAGE

Bidders must clearly indicate the Part Number and NCAGE they are offering in “*Annex A – Price List – CSIC Spare Parts Ops #2*”.

b) Mandatory Technical Evaluation Criteria – Original Equipment Manufacturer

The Manufacturer must be the Original Equipment Manufacturer (OEM).

4.1.2 Financial Evaluation

Bidders must submit their financial bid by completing “*Annex A – Price List – CSIC Spare Parts Ops #2*”.

Bids will be evaluated based on the firm unit prices provided for the Initial Quantity only.

Bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date will be applied as a conversion factor to the bids submitted in foreign currency.

Bidders must submit their bids in one currency only. Multiple currencies will not be accepted.

Initial Quantity

Bidders must submit firm unit prices DDP- Delivered Duty Paid for both of the consignees listed in section 6.8 *Consignees*, Incoterms® 2010 rules, Applicable Taxes extra.

Optional Quantity

Bidders must submit firm unit prices DDP, Incoterms® 2010 rules, Applicable taxes and transportation costs *excluded*.

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 item by item basis will be recommended for award of a contract. As a result, multiple contracts may be awarded.

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. Unless specified otherwise, 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 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, 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 – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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.

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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.

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 the Contract.

6.2 Requirement

The Contractor must provide the items detailed in "*Annex A – Price List – CSIC Spare Parts Ops #2*".

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 (2016-04-04) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Delivery Date

The Contractor must make the delivery as detailed at "*Annex A – Price List – CSIC Spare Parts Ops #2*".

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at "*Annex A – Price List – CSIC Spare Parts Ops #2*" under the same conditions, and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before 31 December 2020 by sending a written notice to the Contractor.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jaime Saulnier
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Major Projects Directorate (Sea)
Frigate Life Extension Program (FELEX)
Address: 455, Boul. de la Carrière, 3rd Floor, Station 3-NB25

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Telephone: 819-939-3256
E-mail address: jaime-lynn.saulnier@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.

6.5.2 Procurement Authority

The Procurement Authority for the Contract is: **(To be completed at contract award)**

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ ____ ____
Facsimile: ____ ____ ____
E-mail address: _____

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority, however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Technical Authority

The Technical Authority for the Contract is: **(To be completed at contract award)**

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ ____ ____
Facsimile: ____ ____ ____
E-mail address: _____

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

6.5.4 Quality Assurance Authority

National Defence Headquarters
MGen George R. Pearkes Building
Ottawa, ON K1A 0K2
Attention: DQA 5-3
Telephone: 819-939-0174

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Who is the Quality Assurance Authority for all work to be provided under the terms of this contract and certifying the Work.

6.5.5 Contractor's Representative

General Enquiries:

Name: _____
Telephone No: _____
Facsimile: _____
E-mail address: _____

Delivery Follow-Up:

Name: _____
Telephone No: _____
Facsimile: _____
E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment

Initial Quantity

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 "*Annex A – Price List – CSIC Spare Parts Ops #2*", for a cost of \$_____ (CAD). Customs Duties are included and Applicable Taxes are extra.

Optional Quantity

If Canada exercises its option, and in consideration of the Contractor satisfactorily completing all of its obligations under the Contract, as specified in "*Annex A – Price List – CSIC Spare Parts Ops #2*", the Contractor shall be paid the firm prices for a cost of \$_____ (CAD). Customs duties included, and Applicable Taxes are extra.

6.6.2 Limitation of Price

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.

6.6.3 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

6.6.4 SACC Manual Clauses

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C2000C	2007-11-30	Taxes- Foreign-based Contractors
C2611C	2007-11-30	Customs Duties – Contractor Importer
C2800C	2013-01-28	Priority Rating
C2801C	2014-11-27	Priority Rating – Canadian-based Contractors

6.7 Shipping Instructions – Delivery at Destination

Goods must be delivered DDP to one or both of the consignees listed in section 6.8 *Consignees*, and as per “Annex A – Price List – CSIC Spare Parts Ops #2”, Incoterms® 2010 rules, Applicable Taxes extra.

The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and taxes.

Optional Quantity

The Contractor must ship the goods prepaid via _____ (*insert the method of transportation*) including all delivery charges to one or both of the destinations in section 6.8 *Consignees*. Prepaid transportation costs must be shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill of lading.

6.8 Consignees

The Contractor shall deliver the items to the following addresses:

Formation Commander
HCM Dockyard
Bldg 206
Halifax, Nova Scotia
B3K 5X5
Canada

And/or

CFB Esquimalt
Main Warehouse
Bldg 66 Colwood
Victoria, British Columbia
V9A 7N2
Canada

6.9 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled “Invoice Submission” of the general conditions.

2. Each invoice must be supported by:

- a) The date;
- b) Name and address of the consignee(s);
- c) Item number, part number, reference number and description;
- d) Unit price and quantity;
- e) Contract number

3. Invoices must be distributed as follows:

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a) The original and one (1) copy must be forwarded to the following address for certification and payment:

Department of National Defence
National Defence Headquarters
101 Colonel By Drive
Ottawa, Ontario
K1A 0K2
Attention: D MAR P 7-2-2

b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

c) One (1) copy must be forwarded to the consignee(s).

4. Payment will only be made upon receipt of satisfactory invoices duly supported by specific release documents and/or other documents called for under this Contract. Invoice are not to be submitted prior to shipment of the material.

5. Invoices are not the be submitted more than once per month in the case of multiple deliveries.

6. If payment is to be made to an address other than the address on the cover page of the Contract, it is to be clearly identified within the body of the Contract as the "Remit to" address. This address should include the following:

Company Name: _____
Full Address: _____
City: _____
Province/State: _____
Postal/Zip Code: _____

6.10 Certifications and Additional Information

6.10.1 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.

6.10.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.11 Applicable Laws

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

6.12 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 (2016-04-04);
- (c) "Annex A, Price List – CSIC Spare Parts Ops #2";
- (d) "Annex B, Federal Contractors Program for Employment Equity – Certification";
- (e) "Annex C, Items Requiring Canadian Forces Packaging Specification D-LM-008-035/SF-001";
- (f) 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)*)

6.13 Defence Contract

A9006C 2012-07-16 Defence Contract

6.14 Controlled Goods Program

A9131C 2014-11-27 Controlled Goods Program

6.15 Controlled Goods

B4060C 2011-05-16 Controlled Goods

6.16 SACC Manual Clauses

B1006C	2014-06-26	Condition of Material- Contract
B7500C	2006-06-16	Excess Goods
D0050C	2007-05-25	End User Certificate
D2000C	2007-11-30	Marking
D2001C	2007-11-30	Labeling
D2025C	2013-11-06	Wood Packaging Materials
D3010C	2016-01-28	Delivery of Dangerous Goods/Hazardous Products
D3015C	2014-09-26	Dangerous Goods/Hazardous Products – Labeling and Packaging Compliance
D5510C	2014-06-26	Quality Assurance Authority (Department of National Defence) – Canadian-based Contractor
D5515C	2010-01-11	Quality Assurance Authority (Department of National Defence) – Foreign- based and United States Contractor
D5540C	2010-08-16	ISO 9001:2008 Quality Management Systems – Requirements (Quality Assurance Code Q)
D5545C	2010-08-16	ISO 9001:2008 – Quality Management Systems – Requirements (Quality Assurance Code C)
D5604C	2008-12-12	Release Documents (Department of National Defence) - Foreign-based Contractor
D5605C	2010-01-11	Release Documents (Department of National Defence) – United States-based Contractor
D5606C	2012-07-16	Release Documents (Department of National Defence) – Canadian-based Contractor
D6010C	2007-11-30	Wood Palletization
D9002C	2007-11-30	Incomplete Assemblies
G1005C	2016-01-28	Insurance- No Specific Requirement

6.17 Preparation for Delivery

The Contractor must prepare the items at "Annex C- Items Requiring Canadian Forces Packaging Specification D-LM-008-035/SF-001" for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-035/SF-001, Electrostatic Discharge Protective Packaging-Electronic Parts, Assemblies and Equipment.

6.18 Packaging Requirement using Specification D-LM-008-036/SF-000

The Contractor must prepare all other 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.

6.19 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 7-2-2*

- 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.

6.20 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

Solicitation No. - N° de l'invitation
W8482-178639/A
Client Ref. No. - N° de réf. du client
W8482-178639

Amd. No. - N° de la modif.
File No. - N° du dossier
010fx.W8482-178639

Buyer ID - Id de l'acheteur
010fx
CCC No./N° CCC - FMS No./N° VME

pay) all re-procurement and other costs incurred by Canada, including any increased costs required for the purpose of expending production; or
b) Retain the item, and demand and receive from the Contractor (who shall forthwith 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.

Annex A - Price List - CSIC Spare Parts Ops #2 / Annexe A - Liste de prix - pièce de rechange pour l'intégration des systèmes de combat #2
W8482-178639

81	FILTER BANDPASS	CONDUCTOR RESISTANCE	700000	C4422	9853.23.091.0797	A	0	13	9	4	7	5	2
82	FILTER BANDPASS	RESISTANCE	700075.164535	C4355	9851.14.165.0081	A	0	12	8	4	7	5	2
83	FILTER BANDPASS	RESISTANCE	700075.164535	C4355	9851.14.165.0081	A	0	12	8	4	7	5	2
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[illegible]

ANNEX B

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- ☐ A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

- ☐ B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

Line Item	Item Name	Dénomination	NSN/NNO
12	FAN,TUBEAXIAL	VENTILATEUR HELICOIDE,SANS REDRESSEUR	4140-00-104-2655
14	FAN,TUBEAXIAL	VENTILATEUR HELICOIDE,SANS REDRESSEUR	4140-01-468-7618
15	FAN ASSEMBLY,CENTRIFUGAL	VENTILATEURS,CENTRIFUGE,ENSEMBLE	4140-01-561-5099
17	FAN,TUBEAXIAL	VENTILATEUR HELICOIDE,SANS REDRESSEUR	4140-01-606-2704
26	HEATING ELEMENT,ELECTRICAL,NONIMMERSION	ELEMENT CHAUFFANT,ELECTRIQUE,NON IMMERSIBLE	4520-01-616-6356
27	HEATING ELEMENT,ELECTRICAL,NONIMMERSION	ELEMENT CHAUFFANT,ELECTRIQUE,NON IMMERSIBLE	4520-01-616-6376
28	HEATING ELEMENT,ELECTRICAL,NONIMMERSION	ELEMENT CHAUFFANT,ELECTRIQUE,NON IMMERSIBLE	4520-01-616-6385
36	ACTUATOR,HYDRAULIC-PNEUMATIC,ROTARY	ACTIONNEUR,HYDRAULIQUE/PNEUMATIQUE,ROTATIF	4810-20-008-0187
51	CONTROL,INTERCOMMUNICATION SET	COMMANDE,RESEAU INTERCOMMUNICATION	5830-01-455-2920
52	MODULATOR,RADAR	MODULATEUR,RADAR	5840-01-454-6952
53	PROCESSOR,RADAR DATA	PROCESSEUR,DONNEES DE RADAR	5840-01-596-8997
54	SWITCH,ELECTRONIC	COMMUTATEUR ELECTRONIQUE	5895-01-567-8769
55	PROCESSOR,COMMUNICATION GATEWAY	PROCESSEUR,CENTRE DE TRANSIT INTERNATIONAL	5895-01-596-8518
57	SWITCH,ELECTRONIC	COMMUTATEUR ELECTRONIQUE	5895-01-596-8885
59	COMMUNICATIONS CONTROL SET	CONTROLEUR DES COMMUNICATIONS,ENSEMBLE	5895-01-601-4384
60	AMPLIFIER-POWER SUPPLY	AMPLIFICATEUR/ALIMENTATION	5895-01-606-4401
61	SWITCHING GROUP,AUDIO FREQUENCY	COMMUTATION AUDIOFREQUENCE,SOUSENSEMBLE	5895-01-616-4100
62	ELECTRONICS ASSEMBLY,POWER,CONTROL	*ELECTRONICS ASSEMBLY,POWER,CONTROL	5895-01-616-6361
63	DIGITAL DATA STORAGE SYSTEM	SYSTEME DE STOCKAGE DE DONNEES DIGITALES	5895-01-619-9803
65	RESISTOR,VOLTAGE SENSITIVE	VARISTANCE	5905-01-129-4879
77	FILTER SUBASSEMBLY	FILTRE,SOUS-ASSEMBLAGE	5915-01-548-3128
84	ABSORBER,OVERVOLTAGE	PROTECTEUR,SURTENSION	5920-01-616-6379
86	CIRCUIT BREAKER	DISJONCTEUR	5925-01-485-9235
87	CIRCUIT BREAKER	DISJONCTEUR	5925-01-548-3130
88	CIRCUIT BREAKER	DISJONCTEUR	5925-01-556-1442
89	CIRCUIT BREAKER	DISJONCTEUR	5925-01-556-1573
90	CIRCUIT BREAKER	DISJONCTEUR	5925-01-591-4065
108	SWITCH,TOGGLE	INTERRUPTEUR,A BASCULE	5930-20-006-9830
109	SWITCH,TOGGLE	INTERRUPTEUR,A BASCULE	5930-20-006-9831
110	SWITCH,TOGGLE	INTERRUPTEUR,A BASCULE	5930-20-006-9832
113	DIGITAL RECORDING SYSTEM	*DIGITAL RECORDING SYSTEM	5935-20-A0M-3250
114	RELAY,ELECTROMAGNETIC	RELAIS,ELECTROMECHANIQUE	5945-01-212-0842
115	RELAY,ELECTROMAGNETIC	RELAIS,ELECTROMECHANIQUE	5945-01-212-0843
116	RELAY,ELECTROMAGNETIC	RELAIS,ELECTROMECHANIQUE	5945-01-218-7925
117	RELAY,ELECTROMAGNETIC	RELAIS,ELECTROMECHANIQUE	5945-01-616-7295
124	SEMICONDUCTOR DEVICE,DIODE	SEMI-CONDUCTEUR,DIODE	5961-01-147-8971
125	RECTIFIER,SEMICONDUCTOR DEVICE,UNITIZED	REDRESSEUR SEMI-CONDUCTEUR,MODULE	5961-01-150-4624
126	SEMICONDUCTOR DEVICES,UNITIZED	MODULE A SEMI-CONDUCTEURS	5961-12-378-7047
127	ELECTRONIC MODULE,STANDARDIZED	MODULE ELECTRONIQUE,STANDARDISE	5963-01-618-7381
128	LOUDSPEAKER,ELECTROMAGNETIC	HAUT-PARLEUR,ELECTROMAGNETIQUE	5965-01-616-6359
130	LIGHT EMITTING DIODE	DIODE ELECTROLUMINESCENTE	5980-01-496-4854
134	RESOLVER,ELECTRICAL	RESOLVER,ELECTRIQUE	5990-66-140-4911
135	CIRCUIT CARD ASSEMBLY	CARTE IMPRIMEE,EQUIPEE	5998-01-485-9243
136	CIRCUIT CARD ASSEMBLY	CARTE IMPRIMEE,EQUIPEE	5998-01-596-8532
137	BACKPLANE ASSEMBLY	PANNEAU ARRIERE DE CONNEXION EQUIPE	5998-01-616-6354
138	CIRCUIT CARD ASSEMBLY	CARTE IMPRIMEE,EQUIPEE	5998-01-616-6372
139	CIRCUIT CARD ASSEMBLY	CARTE IMPRIMEE,EQUIPEE	5998-01-616-6387
140	ELECTRONIC COMPONENTS ASSEMBLY	COMPOSANTS ELECTRONIQUES,ASSEMBLES	5998-01-617-1524
141	ELECTRONIC COMPONENTS ASSEMBLY	COMPOSANTS ELECTRONIQUES,ASSEMBLES	5998-12-355-8180
142	ELECTRONIC COMPONENTS ASSEMBLY	COMPOSANTS ELECTRONIQUES,ASSEMBLES	5998-20-007-5880
143	CIRCUIT CARD ASSEMBLY	CARTE IMPRIMEE,EQUIPEE	5998-22-285-1812
144	CIRCUIT CARD ASSEMBLY	CARTE IMPRIMEE,EQUIPEE	5998-99-513-9339
149	DISTRIBUTION BOX	BOITE DE DISTRIBUTION	6110-01-601-4048
150	CONTACTOR,MAGNETIC	CONTACTEUR,MAGNETIQUE	6110-01-606-1604
151	PANEL,POWER DISTRIBUTION	TABLEAU,DISTRIBUTEUR D'ENERGIE	6110-01-616-6365
152	PANEL,CONTROL,ELECTRICAL-ELECTRONIC EQUI	TABLEAU,COMMANDE,EQUIPEMENT ELECTRIQUE/ELECTRONIQUE	6110-01-616-6366
153	PANEL,CONTROL,ELECTRICAL-ELECTRONIC EQUI	TABLEAU,COMMANDE,EQUIPEMENT ELECTRIQUE/ELECTRONIQUE	6110-01-616-6368
154	PANEL,POWER DISTRIBUTION	TABLEAU,DISTRIBUTEUR D'ENERGIE	6110-01-616-6378
156	POWER SUPPLY	ALIMENTATION	6120-01-616-6352
157	POWER SUPPLY	ALIMENTATION	6130-01-485-9234
159	POWER SUPPLY	ALIMENTATION	6130-01-616-6388
160	POWER SUPPLY	ALIMENTATION	6130-01-625-6259
161	POWER SUPPLY	ALIMENTATION	6130-12-380-5998
162	POWER SUPPLY	ALIMENTATION	6130-20-007-4537
163	POWER SUPPLY	ALIMENTATION	6130-20-007-4538
164	POWER SUPPLY	ALIMENTATION	6130-20-007-4547
168	POWER STRIP,ELECTRICAL OUTLET	BORNE PLATE,PRISE DE COURANT	6150-20-007-5877
169	PANEL,INDICATING,LIGHT TRANSMITTING	PANNEAU,SIGNALISATION,TRANSMISSION DE LUMIERE	6220-01-616-6355
170	BUZZER	RONFLEUR	6350-01-496-3339
173	METER,TIME TOTALIZING	COMPTEUR,HORAIRE,TOTALISATEUR	6645-01-485-9241
188	SERVER,ST	*SERVER,ST	7021-20-A0H-9019
189	INTERFACE UNIT,DATA TRANSFER	INTERFACE,TRANSFERT DE DONNEES	7025-01-631-1228
190	SWITCH,NETWORK	*SWITCH,NETWORK	7025-01-536-0686
191	PRINTER,AUTOMATIC DATA PROCESSING	IMPRIMANTE,TRAITEMENT AUTOMATIQUE DES DONNEES	7025-01-572-5623
192	DISPLAY UNIT	UNITE DE VISUALISATION	7025-01-575-4764
193	INTERFACE UNIT,DATA TRANSFER	INTERFACE,TRANSFERT DE DONNEES	7025-01-593-3411
194	INTERFACE UNIT,DATA TRANSFER	INTERFACE,TRANSFERT DE DONNEES	7025-01-596-8907
195	INTERFACE UNIT,DATA TRANSFER	INTERFACE,TRANSFERT DE DONNEES	7025-01-596-8908
196	INTERFACE UNIT,DATA TRANSFER	INTERFACE,TRANSFERT DE DONNEES	7025-01-596-8909
197	LIBRARY,STORAGE NETWORKING	ROBOT MAGNETIQUE,STOCKAGE,BANDES DE DONNEES	7025-01-601-7331
198	TRACKBALL,DATA ENTRY	BOULE,ENTREE DE DONNEES	7025-01-616-4497
199	DISPLAY UNIT	UNITE DE VISUALISATION	7025-01-616-9881
200	DISPLAY UNIT	UNITE DE VISUALISATION	7025-01-616-9885
201	DISPLAY UNIT	UNITE DE VISUALISATION	7025-01-616-9892
202	INTERFACE UNIT,AUTOMATIC DATA PROCESSING	BLOC INTERFACE,TRAITEMENT AUTOMATIQUE DES DONNEES	7025-17-121-8790
203	DISK DRIVE UNIT	UNITE DE DISQUES	7025-20-007-4451
204	INTERFACE UNIT,DATA TRANSFER	INTERFACE,TRANSFERT DE DONNEES	7025-20-007-4586
205	DISK DRIVE UNIT	UNITE DE DISQUES	7025-20-008-0208
206	MEMORY UNIT,DATA STORAGE	UNITE DE MEMOIRE,DONNEES	7025-20-008-5164
207	PE R620 TTC SERVER - SPECIFIC CONFIG	*PE R620 TTC SERVER - SPECIFIC CONFIG	7035-20-A0J-1880

208	VIDEO INTERFACE MODULE	CARTE IMPRIMEE,EQUIPEE	5998-01-656-4684
209	INTERFACE UNIT,AUTOMATIC DATA PROCESSING	BLOC INTERFACE,TRAITEMENT AUTOMATIQUE DES DONNEES	7025-41-000-6887
210	PROCESSOR,GATEWAY	PROCESSEUR,PASSERELLE	7025-51-000-8295
211	SERVER,AUTOMATIC DATA PROCESSING	SERVEUR,TRAITEMENT AUTOMATIQUE DES DONNEES	7035-01-616-4159
212	SERVER,AUTOMATIC DATA PROCESSING	SERVEUR,TRAITEMENT AUTOMATIQUE DES DONNEES	7035-01-616-4578
213	SERVER,AUTOMATIC DATA PROCESSING	SERVEUR,TRAITEMENT AUTOMATIQUE DES DONNEES	7035-01-616-4587
214	SERVER,AUTOMATIC DATA PROCESSING	SERVEUR,TRAITEMENT AUTOMATIQUE DES DONNEES	7035-01-616-4592
215	SERVER,AUTOMATIC DATA PROCESSING	SERVEUR,TRAITEMENT AUTOMATIQUE DES DONNEES	7035-01-616-4595
216	SERVER,AUTOMATIC DATA PROCESSING	SERVEUR,TRAITEMENT AUTOMATIQUE DES DONNEES	7035-01-616-4598
217	SERVER,AUTOMATIC DATA PROCESSING	SERVEUR,TRAITEMENT AUTOMATIQUE DES DONNEES	7035-01-616-4611
218	SERVER,AUTOMATIC DATA PROCESSING	SERVEUR,TRAITEMENT AUTOMATIQUE DES DONNEES	7035-01-616-4635
219	SERVER,AUTOMATIC DATA PROCESSING	SERVEUR,TRAITEMENT AUTOMATIQUE DES DONNEES	7035-01-616-4642
220	PE R630 E5-2600 V3 ESX SERVER, SPECIFIC	PE R630 E5-2600 V3 ESX SERVER - SPECIFIC	7035-20-A0M-2454
221	SERVER,AUTOMATIC DATA PROCESSING	SERVEUR,TRAITEMENT AUTOMATIQUE DES DONNEES	7035-01-616-4685
222	SERVER,AUTOMATIC DATA PROCESSING	SERVEUR,TRAITEMENT AUTOMATIQUE DES DONNEES	7035-01-616-4944
223	SERVER,AUTOMATIC DATA PROCESSING	SERVEUR,TRAITEMENT AUTOMATIQUE DES DONNEES	7035-01-616-4945
224	SERVER,AUTOMATIC DATA PROCESSING	SERVEUR,TRAITEMENT AUTOMATIQUE DES DONNEES	7035-01-616-5683
225	SERVER,AUTOMATIC DATA PROCESSING	SERVEUR,TRAITEMENT AUTOMATIQUE DES DONNEES	7035-20-007-4608
226	SWITCHING UNIT,ELECTRONIC COMMAND SIGNAL	UNITE DE COMMUTATION,PROGRAMMATEUR DE SIGNAUX ELECTRONIQUES DE COMMANDE	7035-51-000-8294
227	COMPUTER SUBASSEMBLY	CALCULATEUR/ORDINATEUR,SOUS-ASSEMBLAGE	7050-01-544-3307
228	COMPUTER SUBASSEMBLY	CALCULATEUR/ORDINATEUR,SOUS-ASSEMBLAGE	7050-01-572-2997
229	CONVERTER,DIGITAL TO DIGITAL	CONVERTISSEUR,NUMERIQUE/NUMERIQUE	7050-01-616-4491
230	CONVERTER,DIGITAL TO DIGITAL	CONVERTISSEUR,NUMERIQUE/NUMERIQUE	7050-12-355-8179
231	CONVERTER,ANALOG TO DIGITAL	CONVERTISSEUR,ANALOGIQUE/NUMERIQUE	7050-12-364-7186
232	CONVERTER,DIGITAL TO DIGITAL	CONVERTISSEUR,NUMERIQUE/NUMERIQUE	7050-51-000-8293
238	CIRCUIT CARD ASSEMBLY	CARTE IMPRIMEE,EQUIPEE	5998-20-A0M-1352