

National Defence National Defence Headquarters Ottawa, Ontario K1A 0K2

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

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

Or By/Ou par Fax To/A : (819) 997-9776

Proposal To: National Defence 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 and services listed herein and on any attached sheets at the price(s) set out therefore.

Proposition à : Défense nationale 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 et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

Solicitation Closes – L'invitation prend fin

At – à : 14 :00 Hours (2PM) Eastern Daylight Time / 14:00 (2h PM) Heure Avancee de l'Est

On - le: 18 April 2017

Title/Titre		Solicitation No -			
		N° de l'invitation			
LIFE PRESERVER, YO	JKE	W8485-174383/A			
Date of Solicitation – 08 Mar	Date de l'invitation ch 2017	10403-114303/A			
Address Enquiries to	- Adresser toutes questions à				
Department Nationa					
	National Defence Headquarters				
MGen Georges R P	6				
101 Colonel by Drive					
Ottawa ON, K1A 0K	.2				
Attn: DAP 2-2-6					
Ralph.Mcliveen@forces.gc.ca					
Telephone No. – N° de téléphone	FAX No – N° de fax				
Destination See herein Voir aux présentes	L				

Instructions:

Défense nationale

Ottawa (Ontario) K1A 0K2

Quartier général de la Défense nationale

Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Delivery required - Livraison exigée On/ or before 31 July 2017 / d'ici le 31 Juillet 2017.	Delivery offered - Livraison proposée
Vendor Name, Address, Tel no and Em fournisseur,telephone et adresse de cou	
Name and title of person authorized to print) - Nom et titre de la personne auto (caractère d'imprimerie)	
Name/Nom	Title/Titre
Signature	Date

Canada

Statement of requirement

.

1. Line Item Details

Item	Description	Bidder's Proposed Delivery Date DD.MM.YY	Destination	Unit of Issue	Firm Quantity	All- Inclusive Firm Unit Price, FCA Free Carrier	Total Item Cost
1	4220-99-549-6844		7 CF Supply	EA	100		
	LIFE PRESERVER, YOKE		Depot 195 Ave &				
	P/N: A4661A		82nd St., Bldg. 236				
	NCAGE: K6287		Edmonton, Alberta				
	QAC: C		T5J 4J5				
Applic	able Taxes			Insert	amount as		GST: \$ HST: \$ PST: \$
TOTA	L						

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

1.2 Statement of Requirement

1.2.1 Requirement-Bid

The requirement is detailed in page 2 herein.

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 Agreement on Internal Trade (AIT) and the North American Free Trade Agreement (NAFTA).

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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003 (2016-04-04)</u> 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

B3000T (2006-06-16) Equivalent Products

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 (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.

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.

2.5 A0300T Military Aviation Replacement Parts - Condition and Certification of Deliverables End Items (2015-07-03)

The following categories do not apply to standard and commercial parts. Standard parts consist of common hardware parts and raw materials, not necessarily designed for aviation use, produced to recognized industry or government specifications, which are available without proprietary limitations (such as Society of Automotive Engineers (SAE), National Aerospace Standard (NAS), Army-Navy Aeronautical Standard (AN), and Military Standard (MS) hardware items). Commercial parts consist of common non-aeronautical parts produced to recognized industry specifications and available on the commercial market. Deliverable standard and commercial parts must be in a new condition.

1. Category #1 - New Materiel

Deliverable end items to be manufactured or which have been manufactured but not used, which are supplied by:

- a. the owner of the design or manufacturing rights to the items; or,
- b. the authorized manufacturer or agent/distributor of the owner of the design or manufacturing rights to the items; or
- c. distributors approved by Transport Canada (TC) or accredited by the Aviation Suppliers Association, for parts that have an application to a civilian type certified aircraft; or
- d. maintenance organizations approved/accredited by TC, the Department of National Defence (DND)/Canadian Forces Technical Airworthiness Authority or repair stations certified by the Federal Aviation Administration (FAA).

2. Category #2 - New Surplus Materiel

Deliverable end items, unused and supplied by an entity other than Category #1 sources. Full traceability documentation back to the owner of the design or manufacturing rights to the items or their authorized manufacturer or agent/distributor is required.

3. Category #3 - Other Condition

Any deliverable end item condition other than Category #1 or Category #2. Should the Bidder be offering deliverable end items in Category #3, a complete description of the item's condition and all available traceability documentation is required with the bid. Bids containing parts identified in this category are subject to evaluation by Canada.

Deliverable End Item Grid

Bidders must indicate the NATO Supply Code for Manufacturers or Commercial And Government Entity (NSCM/CAGE) code of the manufacturing entity under the appropriate category of the grid. For example, if a bidder is offering a Category #1 item(s), it must indicate the NSCM number under that category as per the example below. Bidders may use additional pages to provide the complete description called up under Category #3 if necessary.

ltem	Category 1 New Materiel	Category 2 New Surplus Materiel	Category 3 Other Condition
For example	NSCM: ABC12 Name: PWGSC		
1 2 3			

Requirements for Airworthiness Certification

The requirements for airworthiness certification do not apply to the provision of standard and commercial parts. Standard and commercial parts must be accompanied by a packing slip that identifies the name and address of the supplier, the NATO stock number, identification of the manufacturing standard (e.g. SAE, NAS, AN, MS) and/or manufacturer's part number and model number as applicable; quantity, identification of the lot or batch number if applicable; and the cure date/shelf life if applicable.

Bidders are advised that it will be a requirement for the Contractor to provide the following airworthiness documentation, for each unit of issue, within the interior packaging or attached to the good(s) supplied under the resulting contract. Note that this requirement is in addition to documentation required in support of invoice payment or other documentation requirements identified within the Contract:

- 1. Category #1 and #2 military unique aviation replacement parts must have an Original Equipment Manufacturer (OEM) or an OEM's approved manufacturer's Certificate of Conformance, which includes all the following information:
 - a. positive identification of the item by type, class, style, grade, model, part number, description, nomenclature and/or serial number, as applicable;

b. either the following certification, or a similarly worded statement, signed by an authorized inspector, that satisfies the intent of the following:

I certify that the aeronautical product described here conforms to the applicable design data and is in a condition for safe operations.

- c. identification of both the authorized signatory and the organization.
- 2. Category #1 and #2 items, which have an application to a civilian type certified aircraft, must be supplied with a Certificate of Conformance, namely:
 - a. Form TCCA 24-0078, Authorized Release Certificate, signed by a TC authorized inspector, within the two (2) years before contract award;
 - FAA Form 8130-3, Airworthiness Approval Tag, or a FAA Form 8130-4, Export Certificate of Airworthiness, signed by a FAA authorized inspector, within the two (2) years before contract award;
 - c. Joint Aviation Authorities (JAA) Form One, Authorized Release Certificate, signed by a JAA authorized inspector, within the two (2) years before contract award;
 - d. European Aviation Safety Agency (EASA) Form One, Authorized Release Certificate, signed by an EASA authorized inspector, within the two (2) years before contract award; or
 - e. OEM's or OEM's approved manufacturer's Certificate of Conformance; which includes:
 - i. positive identification of the item by type, class style, grade, model, part number, description, nomenclature, and/or serial number, as applicable;
 - ii. either the following certification, or a similarly worded statement, signed by an authorized inspector, that satisfies the intent of the following:

I certify that the aeronautical product described here conforms to the applicable design data and is in a condition for safe operations.

- iii. identification of both the authorized signatory and organization.
- 3. <u>Bidders must specify which one of the documents identified above will be provided for each item</u> required to be supplied in response to the bid solicitation.

2.6 Military Aviation Replacement Parts - Substitutes and Traceability- A0301T-(2007-05-25)

The Part Number and NATO Supply Code for Manufacturers (NSCM(s), or the Commercial And Government Entity (CAGE) code indicated in the bid solicitation are the only ones known to the Department of National Defence that meet the form, fit and function requirements of the Original Equipment Manufacturer (OEM) approved type design of the aircraft in which they will be installed.

If the Bidder proposes to supply any part with an alternative Part Number or NSCM/CAGE code, the Bidder must provide, either with its bid or within three (3) working days following receipt of a request from the Contracting Authority, all the technical information (e.g. drawings, specifications, engineering reports, and/or test reports) necessary to clearly demonstrate that the part proposed has the form, fit and function characteristics equivalent to the Part Number(s) and NSCM/CAGE code(s) specified in the bid solicitation.

Failure to provide the required technical information will result in the bid being declared non-responsive with respect to any part for which such information was requested.

If a part is not manufactured by the OEM of the aircraft, then it must be manufactured by an authorized supplier to the OEM or by the original manufacturer of the part chosen for use by the OEM of the aircraft (or the successor of or licensed by that original manufacturer). Canada reserves the right to verify with the OEM of the aircraft that the manufacturer of a part proposed is in fact authorized by the OEM to produce that part or supplies that part to the OEM.

If the Bidder proposes to supply any part with an alternative Part Number or NSCM/CAGE code, the Bidder must provide the following substitution notice fully completed.

Substitution Notice

- 1. Item Number: ______
- 2. Original Technical Data (as referenced below):
 - a. Part Number: ____
 - b. NSCM/CAGE code: _____
 - c. Other: _____
- 3. Proposed Change(s)
 - a. Part Number: _____
 - b. NSCM/CAGE code: _____
 - c. Other:

4. Reason for Change/Supporting Data:

The Bidder is advised that availability and retention of records of the manufacturer sufficient to constitute proof of origin will be a condition of the resulting Contract.

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: one (1) hard copy.

Section II: Financial Bid: one (1) hard copy.

Section III: Certifications: one (1) hard copy.

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.

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.

3.1.1 Exchange Rate Fluctuation

Exchange Rate Fluctuation - C3011T (2013-11-06)

Section III: Certifications

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

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

4.1.1.1 Mandatory Technical Criteria

Provide the P/N, NCAGE requested or an equivalent replacement product.

4.1.2 Financial Evaluation

For evaluation purposes bids submitted in foreign currencies will be converted into Canadian dollars at Bank of Canada rate of exchange applicable at bid closing.

4.1.2.1 Mandatory Financial Criteria

4.1.2.2 Evaluation of Price- Canadian / Foreign Bidders - A0222T (2014-06-26)

Bids will be assessed on an FOB Plant basis (Vendor's Plant).

4.2 Basis of Selection -- A0069T (2007-05-25)

PART 5 – CERTIFICATIONS

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

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

6.1.1 There is no security requirement applicable to the contract.

6.2 Statement of Requirement

The Contractor must provide the items listed on the contract.

6.3 Standard Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (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

Delivery shall be made on/or before ------ (to be inserted at contract award).

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Ralph McIlveen Senior Procurement Officer National Defence Headquarters 101 Colonel by Drive MGen George R. Pearkes Bldg Ottawa, Ontario K1A 0K2 ATTN: DAP 2-2-6 Ralph.mcilveen@forces.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 Technical Authority

The Technical Authority for the Contract is:

Name: _____ Title: _____ Organization: _____ Address: _____ Telephone: ___-__-

Facsimile: ____-__-

E-mail: _____

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.

6.5.3 Contractor's Representative (to be completed by the Vendor and returned with the bids)

General enquiries:

Name: Telephone no: Facsimile no: E-mail address:

Delivery follow up:

Name: Telephone no: Facsimile no: E-mail address:

6.6 Payment

6.6.1 Basis of Payment – Firm Price- C0207C (2013-04-25)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm *unit price(s)*, as specified in the contract for a cost of \$ _____ (at contract award). 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.

6.6.2 Limitation of Price

SACC Manual Clause - C6000C (2011-05-16)

6.6.3 Method of Payment

SACC Manual Clauses-- H1000C (2008-05-12) Single Payment

6.6.4 SACC Manual Clauses

C2000C (2007-11-30) Taxes - Foreign-based Contractor C2605C (2008-05-12) Canadian Customs Duties and Sales Tax - Foreign-based Contractor C2608C (2015-02-25) Canadian Customs Documentation C2610C (2007-11-30) Customs Duties - Department of National Defence - Importer

6.6.5 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using an Electronic Payment Instrument.

Electronic Data Interchange (EDI).

6.7 Invoicing Instructions

6.7.1 Invoicing instructions- H5001C (2008-12-12)

- 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 address shown on page 1 of the Contract for certification and payment;
 - b. one (1) copy must be forwarded to the Contracting Authority under the section entitled "authorities" of the contract; and
 - c. one (1) copy must be included with the shipment to the Consignee.

6.8 Certifications and Additional Information

6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

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) <u>2003 (2016-04-04)</u> Standard Instructions Goods or Services Competitive Requirements
- (c) the General Conditions 2010A (2016-04-04), General Conditions, Medium Complexity-Goods
- (d) Statement of Requirement, Line Item Details, page 2;
- (e) the Contractor's bid dated _____

6.11 Defence Contract –SACC Manual Clause

A9006C (2012-07-16) Defence Contract

6.12 SACC Manual Clauses

A0301C (2007-05-25) Military Aviation Replacement Parts - Maintenance of Records

B7500C (2006-06-16) Excess Goods

D2000C (2007-11-30) Marking

D2001C (2007-11-30) Labelling

D2025C (2013-11-06) Wood Packaging Materials

D3015C (2014-09-25) Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance

D6010C (2007-11-30) Palletization

D9002C (2007-11-30) Incomplete Assemblies

G1005C (2016-01-28) Insurance - No Specific Requirement

6.13 Quality Assurance Clause

6.13.1 ISO 9001:2008 - Quality Management Systems - Requirements (Quality Assurance Code C) – D5545C (2010-08-16)

6.14 Condition of Material Contract- B1006C (2014-06-26)

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

6.15 Preparation for Delivery- SACC Manual Clause D3018C-(2014-09-25)

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

The Contractor must prepare 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 all items in quantities of one by package.

6.16 Military Aviation Replacement Parts- Airworthiness Documentation-D9010C (2015-02-25)

The Contractor must provide Airworthiness Documentation, for each item, within the interior packaging or attached to the good(s) supplied:

Certificate of compliance

6.17 Shipping Instructions- Department of National Defence

6.17.1 D0035C-(2010-01-11) Shipping Instructions - Foreign-based Contractors.

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

Insert the following when the Contractor is located in the United States (U.S.):

Inbound Logistics Coordination Center (ILCC): Telephone: 1-877-447-7701 (toll free) Facsimile: 1-877-877-7409 (toll free) E-mail: <u>ILHQOttawa@forces.gc.ca</u>

- 3. The Contractor must provide the following information to the DND Inbound Logistics contact when arranging for shipment:
 - a. the Contract number;
 - b. consignee address (if multiple addresses, items must be packaged and labeled separately with each consignee address);
 - c. description of each item;
 - d. the number of pieces and type of packaging (e.g. carton, crate, drum, skid);
 - e. actual weight and dimensions of each piece type, including gross weight;
 - f. copy of the commercial invoice (in accordance with clause <u>C2608C</u>, section 4, of the <u>Standard Acquisition Clauses and Conditions Manual</u>) or a copy of the Canada Border Services Agency form Cl1 <u>Canada Customs Invoice</u> (PDF 429KB) - (<u>Help on File</u> <u>Formats</u>);
 - g. Schedule B codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
 - h. North American Free Trade Agreement Certificate of Origin (in accordance with clause C2608C, section 2) for the U.S. and Mexico only;

- i. full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transport Association regulations or the applicable Canadian <u>Dangerous Goods Shipping Regulations</u> and a copy of the material safety data sheet.
- 4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, the marking of each piece with a Transportation Control Number and customs documentation.
- 5. The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.
- 6. If the Contractor delivers the goods at a place and time that are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
- 7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

OR

6.17.1 D0037C-(2016-01-28) Shipping Instructions - Canadian-based Contractor

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

Inbound Logistics Co-ordination Center (ILCC) Telephone: 1-877-877-7423 (toll free) Facsimile: 1-877-877-7409 (toll free) E-mail: <u>ILHQOttawa@forces.gc.ca</u>

- 3. The Contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:
 - a. the Contract number;
 - b. consignee address (for multiple addresses, items must be packaged and labelled separately with each consignee address);
 - c. description of each item;
 - d. the number of pieces and type of packaging (i.e., carton, crate, drum, skid);
 - e. actual weight and dimensions of each piece type, including gross weight;
 - f. full details of dangerous goods/hazardous products, as required for the applicable mode of transportation, signed certificates for dangerous goods/hazardous products as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable Canadian <u>Transportation of</u>

<u>Dangerous Goods Regulations</u>, and a copy of the safety data sheet in English and French.

- 4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, and the marking of each piece with a Transportation Control Number.
- 5. The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.
- 6. If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
- 7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either 30 days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or 30 days following the delivery date specified in the Contract, whichever is later.