



**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 Avancée de l’Est

On - le : 29 May 2017

Title/Titre		Solicitation No – N° de l’invitation
BAG, DIVING EQUIPMENT		W8485-174397/A
Date of Solicitation – Date de l’invitation 28 April 2017		
Address Enquiries to – Adresser toutes questions à		
Department National Defence National Defence Headquarters MGen Georges R Pearkes Bldg 101 Colonel by Drive Ottawa ON, K1A 0K2 Attn: DAP 2-2-6 <a href="mailto:Ralph.McIlveen@forces.gc.ca">Ralph.McIlveen@forces.gc.ca</a>		
Telephone No. – N° de téléphone	FAX No – N° de fax	
Destination		
FCA Plant / Franco Transporteur		

**Instructions:**

**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 <b>On or before 30 June 2017 / D’ici le 30 Juin 2017</b>	Delivery offered - Livraison proposée
Vendor Name, Address, Tel no and Email - Raison sociale, adresse du fournisseur, téléphone et adresse de courriel.	
Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d’imprimerie)	
Name/Nom _____	Title/Titre _____
Signature _____	Date _____

**Statement of Requirement**

**1. Line Item Detail**

Item	Description	Bidder's Proposed Delivery Date DD-MM-YYYY	Destination	Unit of Issue	Firm Quantity	All-Inclusive Firm Unit Price, FCA Free Carrier	Total Item Cost
1	4220-20-009-1623  BAG, DIVING EQUIPMENT  PART #: 1427109-1  NCAGE: 36376  QAC: C		WB941 Department of National Defence 25 CFSD Montreal Receipts Section 6363 Notre Dame St. Est. Montreal, QC H1N 3V9	KT	500		
2	4220-20-009-1623  BAG, DIVING EQUIPMENT  PART #: 1427109-1  NCAGE: 36376  QAC: C		W248A Department of National Defence 7 CFSD Edmonton Receipts Section 195 Ave & 82nd St., Bldg. 236 Edmonton, AB T5J 4J5	KT	500		
<b>SUB TOTAL</b>							\$ _____
<b>Applicable Taxes</b>			<b>Insert amount as</b>			<b>GST: \$</b> _____	
						<b>HST: \$</b> _____	
						<b>PST: \$</b> _____	
<b>TOTAL</b>							\$ _____

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirement**

There is no security requirement associated with this bid solicitation.

### **1.2 Statement of Requirement**

The requirement is detailed under the "Line Item Detail" on page 2.

### **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).

### **1.5 Canadian Content**

This requirement is limited to Canadian Goods. Competition is solely limited to bids offering Canadian goods.

## **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: The bid is to remain valid for:

Delete: 60 days

Insert: 90 days

## **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 seven (7) 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.

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

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.

Item	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;
    - b. 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.
3. Bidders must specify which one of the documents identified above will be provided for each item required to be supplied in response to the bid solicitation.

## 2.6 Technical Data Package

In order to receive Technical Data Packages against this solicitation, bidders must provide the following details with their request:

- Company Name
- Complete mailing & physical address (P.O. Box numbers not acceptable)
- Area code and telephone number
- Contact name
- E-mail address
- Solicitation Number & Closing Date

**And send their request (by e-mail) to the following Procurement Officer:**

**E-mail: [Fawaz.Awan@forces.gc.ca](mailto:Fawaz.Awan@forces.gc.ca)**

It is imperative that the request be done as soon as possible to ensure timely receipt. Notwithstanding Canada must not be held responsible for untimely release of the technical data.

## 2.7 Specifications and Standards

### 2.7.1 B4019C (2015-02-25) United States Military Specifications and Standards

The Bidder is responsible for obtaining copies of all United States (US) military specifications and standards which may be applicable to the requirement. These specifications and standards are available commercially, or may be obtained by visiting the US Department of Defense Website, at the following address: [http://assistdocs.com/search/search\\_basic.cfm](http://assistdocs.com/search/search_basic.cfm)



## **2.7.2 B4003T (2011-05-16) Canadian General Standards Board (CGSB) – Standards**

A copy of the CGSB Standards referred to in the bid solicitation is available and may be purchased from:

Canadian General Standards Board  
Place du Portage III, 6B1  
11 Laurier Street  
Gatineau, Québec  
Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)  
Fax: (819) 956-5740  
E-mail: [ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca](mailto:ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca)  
CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

## **2.8 A3500T (2010-01-11) Confidential Information for Bidding**

In order to prepare a bid in response to the bid solicitation, suppliers must have access to information that is confidential or proprietary to Canada or a third party. It is a condition of the bid solicitation that bidders sign a Confidentiality Agreement substantially in the form set out in Annex \_\_\_\_\_ before being given access to such information at a facility identified in the bid solicitation or before it is provided to them as part of the bid solicitation.

***Instruction to contracting officers:*** *Insert the following Confidentiality Agreement as an annex.*

***Refer to Next page.*** *The Confidentiality Agreement must be filled out by the Vendor and return to:*

[Fawaz.Awan@forces.gc.ca](mailto:Fawaz.Awan@forces.gc.ca)

**Confidentiality Agreement**

TO: HER MAJESTY THE QUEEN IN RIGHT OF CANADA ("CANADA"), AS REPRESENTED BY THE MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

The description of the requirement of bid solicitation No. W8485-174397/A contains information that is confidential or proprietary to Canada or to a third party (the Confidential Information) that is not to be disclosed or used in any way other than as set out below.

1. The Supplier agrees that:
  - a. it must not, without first obtaining the written permission of the Contracting Authority, disclose to anyone, other than an employee or a proposed subcontractor with a need to know, the Confidential Information;
  - b. it must not make copies of the Confidential Information or use it for any purpose other than for the preparation of a bid in response to the bid solicitation identified above;
  - c. at close or early termination of the bid period, it must immediately deliver the Confidential Information to the Contracting Authority as well as every draft, working paper and note that contains any information related to the Confidential Information.
2. The Supplier must require any proposed subcontractor referred to in (a) above to execute a Confidentiality Agreement on the same conditions as those contained in this agreement.
3. The Supplier acknowledges and agrees that it will be liable for any and all claims, loss, damages, costs, or expenses incurred or suffered by Canada caused by the failure of the Supplier, or by anyone to whom the Supplier discloses the Confidential Information to comply with these conditions.
4. Nothing in this Confidentiality Agreement should be construed as limiting the Supplier's right to disclose any information to the extent that such information:
  - a. is or becomes in the public domain through no fault of the Supplier or any proposed subcontractor;
  - b. is or becomes known to the Supplier from a source other than Canada, except any source that is known to the Supplier to be under an obligation to Canada not to disclose the information;
  - c. is independently developed by the Supplier; or
  - d. is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

\_\_\_\_\_  
Name of Supplier

\_\_\_\_\_  
Signed by its authorized representative

\_\_\_\_\_  
Date

## **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)  
Section II: Financial Bid (1 hard copy)  
Section III: Certifications (1 hard copy)

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

#### **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.

#### **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**

All items will be evaluated to conform to Part Numbers/NCAGE provided under the "Line Item Details" on page 2.

##### **4.1.1.2 B7012T (2015-04-01) Pre-Production Samples - Clothing - Bid**

1. Pre-production Samples: After contract award, the successful Bidder will be required to provide one (1) pre-production samples, accompanied by the sealed sample(s) if applicable, to the Technical Authority for acceptance within 30 calendar days from date of contract award.
2. If the first sample(s) are rejected, the successful Bidder will be required to submit the second sample(s) within 15 calendar days of notification of rejection from the Technical Authority.

##### **4.1.1.3 B4024T (2006-08-15) No Substitute Products**

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 A0220T (2014-06-26) Evaluation of Price – Bid**

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FCA plant, Canadian customs duties and excise taxes excluded.

#### **4.2 A0272T (2010-08-16) Basis of Selection - Multiple Items**

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

### **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.

##### **5.1.2 Additional Certifications Required with the Bid**

###### **5.1.2.1 A3053T (2010-01-11) Canadian Content Certification**

This procurement is solely limited to Canadian goods.

The Bidder certifies that:

A minimum of 80 percent of the total bid price consist of Canadian goods as defined in paragraph 1 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the *Supply Manual*.

#### **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 Additional Certifications Precedent to Contract Award**

#### **5.2.2.1 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](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.

#### **5.2.2.2 Canadian Content Definition**

SACC Manual Clause: A3050T (2010-01-11) Canadian Content Definition

#### **5.2.2.3 Plant Location**

Items will be manufactured at: \_\_\_\_\_ **(must be filled out by the bidder).**

## **PART 6 – RESULTING CONTRACT CLAUSES**

*Delete this title and the following sentence at contract award*

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

### **6.1 Security Requirement**

**6.1.1** There is no security requirement applicable to the Contract.

### **6.2 Statement of Requirement**

The Contractor must provide the items detailed under the "Line Item Detail" on page 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>) 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**

All deliverables must be received on or before \_\_\_\_\_ (*insert the date*).

### **6.5 Authorities**

#### **6.5.1 Contracting Authority/CA**

The Contracting Authority for the Contract is:

Ralph Mcilveen  
Senior Procurement Officer  
Department National Defence  
NDHQ Ottawa  
101 Colonel by Drive  
Ottawa Ontario  
K1A 0K2  
Email: [Ralph.McIlveen@forces.gc.ca](mailto: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 (must be filled out and submitted by the Vendor with their bids)

The person responsible for:

#### 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 C0207C (2013-04-25) Basis of Payment – Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

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 \$ (insert the amount at contract award). Customs duties are excluded and Applicable Taxes are extra.

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

#### 6.6.2 Method of Payment

SACC Manual Clause: H1001C (2008-05-12) Multiple Payments

### **6.6.3 Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using the following Electronic Payment Instrument:

Electronic Data Interchange (EDI).

### **6.7 Invoicing Instructions**

#### **6.7.1 H5001C (2008-12-12) 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 following address for certification and payment.

**For Item 1:**

W1941  
Department of National Defence  
25 CFSD Montreal  
P.O. Box 4000 Stn K  
Montreal, QC H1N 3R9  
Attention: Accounts Payable Section

**For Item 2:**

W2481  
Department of National Defence  
7 Canadian Forces Supply Depot  
PO Box 10500 Station Forces  
Edmonton, AB T5J 4J5  
ATT: Invoice Section

- 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.

### **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 wordings 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), General Conditions - Goods (Medium Complexity);
- c) Statement of Requirement-Line Item Details, page 2;
- d) Pre-production Sample, one (1);
- 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

A3060C (2008-05-12) Canadian Content Certification

B1202C (2007-05-25) Age Control of Elastomeric Materials

B4019C (2015-02-25) United States Military Specifications and Standards

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 (QA) Clause**

D5545C (2010-08-16) ISO 9001:2008 Quality Management Systems - Requirements (QAC C)

### **6.14 Plant Location**

Items will be manufactured at: \_\_\_\_\_

### **6.15 Subcontractor(s) (if applicable)**

The following subcontractor(s) will be utilized in the performance of the contract.

Name of Company:

Location:

Value of subcontract: \$

Nature of subcontracting work performed:

Subcontractors, other than those listed above, may not be utilized without the written permission of Canada.

### **6.16 B7011C (2014-06-26) Pre-Production Samples - Clothing - Contract**

1. Pre-production Samples: The Contractor must provide one (1) pre-production samples, accompanied by the sealed sample(s) if applicable, to the Technical Authority for acceptance within 30 calendar days from date of contract award.
2. If the first sample(s) are rejected, the Contractor must submit the second sample(s) within 15 calendar days of notification of rejection from the Technical Authority.
3. The Contractor must carry out all required inspection and tests to verify conformance to the technical requirements of the Contract.
4. The Contractor must provide the sample(s), and a copy of the inspection and test report(s), to the Technical Authority, transportation charges prepaid, and without charge to Canada. The sample(s) submitted by the Contractor will remain the property of Canada.
5. The Technical Authority will notify the Contractor, in writing, of the conditional acceptance, acceptance or rejection of the sample(s). A copy of this notification will be provided by the Technical Authority to the Contracting Authority. The notice of conditional acceptance or acceptance does not relieve the Contractor from complying with all requirements of the specification(s) and all other conditions of the Contract.
6. The Contractor must not commence or continue with production of the items and must not make any deliveries until the Contractor has received notification from the Technical Authority that the sample(s) are acceptable. Any production of items before sample acceptance will be at the sole risk of the Contractor.
7. Rejection by the Technical Authority of the second sample(s) submitted by the Contractor for failing to meet the contract requirements, will be grounds for termination of the Contract for default.
8. The sample(s) may not be required if the Contractor is currently in production. The request for waiver of sample(s) must be made by the Contractor in writing to the Technical Authority. The waiving of this requirement will be at the discretion of the Technical Authority. If the Technical Authority agrees to the Contractor's request, the Contracting Authority will issue an amendment to incorporate the waiving of this requirement in the Contract.

### **6.17 Overshipment**

Overshipment will not be accepted unless prior approval is obtained from the Contracting Authority.

## **6.18 Preparation for Delivery**

### **6.18.1 D3018C (2014-09-25) 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 per unit pack **OR** up to a maximum of 100 by package.

### **6.19 D9010C (2015-02-25) Military Aviation Replacement Parts- Airworthiness Documentation- (when applicable)**

The Contractor must provide the following airworthiness documentation, for each unit of issue, within the interior packaging or attached to the good(s) supplied:

Certificate of Compliance.

### **6.20 D0037C (2016-01-28) Shipping Instructions (Department of National Defence) - Canadian-based Contractor**

1. 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: [ILHQOttawa@forces.gc.ca](mailto:ILHQOttawa@forces.gc.ca)

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 [Transportation of Dangerous Goods Regulations](#), 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.