



**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 0A1  
Gatineau, Québec  
K1A 0S5 (or K1A0C9 if using FedEx)**

**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 or attached hereto,  
the supplies and services listed herein or on any  
attached sheets at the price(s) set out therefore.

Propositions 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 articles et les services énumérés ici et 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**  
Acquisitions Branch / Direction générale  
des approvisionnements  
Marine Systems and Small Vessels Sector  
Major Projects Directorate – Sea  
Victoria Class Submarine Integrated Contract  
Support (VICS)  
Gatineau, Quebec

<b>Title-Sujet</b> VALVE, BALL-ROBINETS A TOURNANT SPHÉRIQUE VALVE, SHORT – ROBINET COURT VALVE - ROBINET	
<b>Solicitation No. - N° de l'invitation</b> W8482-182286	<b>Date</b> August 22, 2017
<b>Client Reference No. - N° de référence du client</b> W8482-182286	
<b>GETS Reference No. - N° de référence de SEAG</b>	
<b>Solicitation Closes – L'invitation prend fin</b>  2017-10-02 14:00	<b>Time Zone / Fuseau horaire</b> Eastern Daylight Time (EDT) / Heure avancé de l'est
<b>F.O.B. – F.A.B</b>  Plant-Usine : <input checked="" type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Ryan Gigliotti <a href="mailto:Ryan.gigliotti@pwgsc.gc.ca">Ryan.gigliotti@pwgsc.gc.ca</a>	
<b>Telephone No. - N° de téléphone</b>	<b>FAX No. - N° de FAX</b>
<b>Destination of Goods, Services and Construction: Destinations des biens, services et construction :</b>  Specified Herein Précisé aux présentes	

**Instructions : See Herein**

**Instructions : voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein – voir aux présentes	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur</b>	
<b>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)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There are no security requirements applicable to this requirement.

### **1.2 Statement of Requirement**

The requirement is detailed under Annex "A" of the resulting contract clauses.

### **1.3 Debriefings**

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

### **1.4 Trade Agreements**

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

## **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** 2017-04-27 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### **2.1.1 SACC Manual Clauses**

**B3000T (2006-06-16) Equivalent Products**

**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 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.

## 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 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.

**Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment using Annex "A" – Ball Valve Requirement and Financial Bid Presentation Sheet. The total amount of Applicable Taxes must be shown separately.



**3.1.1 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "B" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "B" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

**3.1.2 Exchange Rate Fluctuation****C3010T (2014-11-27), Exchange Rate Fluctuation Risk Mitigation**

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form [PWGSC-TPSGC 450](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/450.pdf)  (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/450.pdf>), Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
4. At time of bidding, the Bidder must complete columns (1) to (4) on form [PWGSC-TPSGC 450](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/450.pdf) , (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/450.pdf>) for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.

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5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

### **3.1.3 SACC Manual Clauses**

#### **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**

Bidders must indicate the Part Number and the NSCM/NCAGE they are offering in accordance with Annex "A"

#### **4.1.2 Financial Evaluation**

1. The price of the bid will be evaluated in Canadian dollars, FCA plant included. Applicable Taxes, Canadian customs duties and excise taxes excluded.
2. Bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes with the rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation.
3. Although Canada reserves the right to award the Contract either on an FCA plant or DDP destination, Canada requests that bidders provide prices DDP destination for information purposes.

### **4.2 Basis of Selection**

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price 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.

## 5.2 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.

## 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 all line items in accordance with the Requirement at Annex "A"

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

### 6.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Ryan Gigliotti  
Title: Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch, Marine Sustainment Directorate,  
Marine Services and Small Vessels Sector  
455 Boulevard de la Carrière, Gatineau, QC J8Y 6V7  
Ryan.gigliotti@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 Technical Authority

The Technical Authority for the Contract is:

Name:  
Title:  
Organization:  
Address:

Telephone:  
Facsimile:  
E-mail address:

The Technical Authority 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 Project Authority, however the Project 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

The Contractor's Representative for the Contract is:



Name:

Title:

Organization:

Telephone:

Facsimile:

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 contract for a cost of \$ \_\_\_\_\_ **(insert the amount at contract award)**. Customs duties are included, and Applicable Taxes are extra.

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

### **6.6.2 Method of Payment – Multiple Delivery H1001C (2008-05-12)**

### **6.6.3 SACC Manual Clauses Customs Duty and Sales Tax C2605C (2008-05-12)**

### **Canadian Customs Documentation C2608C (2015-02-25)**

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

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI);
- c. Wire Transfer (International Only);

## **6.7 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 following address for certification and payment:  
Department of National Defence  
National defence Headquarters  
101 Colonel By Drive  
Ottawa Ontario Canada K1A 0K2  
Attention: D Mar P 5-3-1-1
- 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:  
Department of National Defence  
Base Logistics Officer CFB Esquimalt  
Stn Forces PO Box 17000 Victoria BC  
V9A 7N2 Canada

## 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 - Goods (Medium Complexity) 2010A (2016-04-04)
- (c) Annex A Requirement;
- (d) Annex X, Statement of Work **OR** Requirement;
- (e) The Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: "*, as clarified on \_\_\_\_\_" **or** "*, as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s)*)

## 6.11 Defence Contract

SACC Manual clause A9006C \_\_\_\_\_ (insert date) Defence Contract

## 6.12 **SACC Manual Clauses**

Additional clauses that are relevant to the requirement.

## 6.13 **Incomplete Assemblies**

### **D9002C (2007-11-30)**

The Contractor must not ship incomplete assemblies unless the authorization for such shipment has been obtained before from the Contracting Authority.

## 6.14 **Labelling**

### **D2001C (2007-11-30)**

## 6.15 **Serialized Materiel**

The contractor shall record the Materiel Identification Data Set (MIDS) elements for the following Materiel scheduled for delivery under this contract in the format provided in the MIDS document.

Line 01 NSN: 2010-99-7323653

Line 02 NSN: 2040-99-7323654

Line 03, 04 NSN: 4810-99-7970899

The contractor shall electronically deliver the MIDS document as part of or prior to submission of the Advanced Shipping Notice to the Procurement Authority listed in the contract.

## 6.16 **Excess Goods**

### **B7500C (2006-06-16)**

## 6.17 **Packaging**

### **B3016C (2014-09-25)**

### 6.17.1 **Preparation for Delivery - Canadian Forces Packaging Specifications**

#### **D3013C (2007-11-30)**

1. Preservation and packaging for all items must be in accordance with the Canadian Forces packaging specification *D-LM-008-001/SF-001*, and must be marked to *D-LM-008-002/SF-001*. Form Level B **Pkg Data Form Reqd** must be in accordance with *D-LM-008-011/SF-001*.
2. Packaging data forms previously approved by Canadian authorities are acceptable.
3. Approved coded packaging data is shown immediately below the description of the item to which it applies. Where no data is shown, the Contractor must submit a packaging data form for approval.

### 6.17.3 **Preparation for Delivery - United States-based Contractor**

**D3019C (2007-11-30)**

1. Preservation and packaging for all items must be in accordance with the current issue of *United States (U.S.) Department of Defense Military Standard MIL-STD-2073* and must be marked to *MIL-STD-129*.
2. Packaging data forms previously approved by U.S. authorities are acceptable.
3. Approved coded packaging data is shown immediately below the description of the item to which it applies. Where no data is shown, the Contractor must submit a packaging data form for approval.

**6.17.4 Preparation for Delivery - European Union****D3020C (2008-05-12)**

The Contractor must prepare all items for preservation and packaging in accordance with NATO Marking and Packaging Standards as contained in the latest issue of TL8100-0101/NATO-4.

The Contractor must use packaging data forms previously approved or contained in NATO-4.

The Contractor must ensure approved coded packaging data is shown immediately below the description of the corresponding item. Where no packaging data is shown, the Contractor must submit a packaging data form for approval.

The Contractor must prepare items for delivery in accordance with the latest issue of the Canadian Forces packaging specifications D-LM-008-035/SF-001, Electrostatic Discharge Protective Packaging - Electronic Parts, Assemblies and Equipment.

**6.17.5 Wood Packaging Materials****D2025C (2013-11-06)****6.17.6 Additional Package Markings****D2015C**

The Contractor must ensure that in addition to the required interior and exterior package markings, the following information is provided:

- a. Manufacturer's name;
- b. Drawing number/part number;
- c. Batch or lot number;
- d. Cure date of rubber components;
- e. Date of manufacture;
- f. Expiration date of shelf life

These markings must be applied and positioned in accordance with Canadian Forces Packaging Specification D-LM-008-002/SF-001

**6.17.7 Shelf Life****B1204C**

The Contractor must ensure that item(s) will contain 75 percent of the authorized shelf life as listed in *ISO 2230* at date of delivery to the Department of National Defence.

### **6.17.8 Palletization D6010C (2007-11-30)**

### **6.17.9 Quality Assurance Codes**

D5540C (2010-08-16) - ISO 9001:2008 Quality Management Systems – Requirements (QAC Q) for all item:

D5510C (2014-06-26) - Quality Assurance Authority (for Canadian Contractors)

D5515C (2010-01-11) - Quality Assurance Authority (for Foreign & US Contractors)

D5604C (2008-12-12) - Release Documents (DND) – Foreign based Contractor

D5605C (2010-01-11) - Release Documents (DND) – US based Contractor

D5606C (2012-07-16) - Release Documents (DND) – Canadian based Contractor

### **6.17.10 Distribution of Release Documents D5620C (2012-07-16)**

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: Chad Bellerdine, D Mar P 5-2-2
- 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](mailto:ContractAdmin.DQA@forces.gc.ca).

### **6.17.11 D5509C (2011-05-16) – Quality Assurance Requirements – Submarine Safety**

The Work described in the Contract involves submarine systems or equipment classified as First Level or otherwise critical to submarine safety, as defined in *Canadian Forces Technical Order (CFTO) C-23-VIC-000/AM-001, Quality Assurance for Safety in Submarines VICTORIA Class*. Manufacture, repair, overhaul, installation, inspection and tests for each such item identified in the requirement must be documented in accordance with the requirements of the above mentioned CFTO.

For each such item, the Contractor must provide a Certificate of Conformity [*form DND 2513* or locally produced equivalent approved by the Quality Assurance Authority (QAA)] in accordance with this CFTO. For subcontracted work, the Contractor must obtain that Certificate of Conformity from the subcontractor. Obtaining the said certificate from a subcontractor does not relieve the Contractor from its obligation to ensure compliance with the technical requirements of the Contract, nor must it be construed as authorizing any liability on the part of Canada to the subcontractor.

For each such item, the Certificate of Conformity, along with certified true copies of any deviation, waiver and all required records identified in the Statement of Quality Requirements (*form DND 2328* or equivalent) attached to the Statement of Requirement, Statement of Work or Technical Specifications in **Annex C** to the Contract or otherwise attached to or forming part of the Contract, must be completed and made available for review by the designated QAA before release of such item and associated documents to the Department of National Defence. Unless otherwise directed by the QAA, those documents must be attached to, or enclosed with, the shipment they are associated to, in a waterproof envelope.

#### 6.17.12 Work Site Access A1009C (2008-05-12)

### 7 Shipping

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

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.

**Instruction to contracting officers:** Before contract award, choose either shipping option (a), (b), (c), (d), or (e), and delete the unused options and this instruction.

- a. *Insert the following for all sole source contracts, except repair and overhaul, where the Contractor is located in Canada:*  
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)
- b. *Insert the following for all repair and overhaul contracts where the Contractor is located between Kingston inclusive and westward to the Ontario/Manitoba border:*  
Inbound Logistics Central Area (ILCA)  
Telephone: 1-866-371-5420 (toll free)  
Facsimile: 1-866-419-1627 (toll free)  
E-mail: [ILCA@forces.gc.ca](mailto:ILCA@forces.gc.ca)
- c. *Insert the following for all repair and overhaul contracts where the Contractor is located in Manitoba, Saskatchewan, Alberta, British Columbia, and the National Capital Region inclusive to east of Kingston:*  
Inbound Logistics Coordination 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)

- d. *Insert the following for all repair and overhaul contracts where the Contractor is located in Quebec:*  
 Inbound Logistics Quebec Area (ILQA)  
 Telephone: 1-866-935-8673 (toll free), or  
 1-514-252-2777, ext. 4673, 2852  
 Facsimile: 1-866-939-8673 (toll free), or  
 1-514-252-2911  
 E-mail: [25DAFCTrafficQM@forces.gc.ca](mailto:25DAFCTrafficQM@forces.gc.ca)
- e. *Insert the following for all repair and overhaul contracts where the Contractor is located in Atlantic (New Brunswick, Prince Edward Island, Nova Scotia, Newfoundland and Labrador):*  
 Inbound Logistics Atlantic Area (ILAA)  
 Telephone: 1-902-427-1438  
 Facsimile: 1-902-427-6237  
 E-mail: [BlogILAA@forces.gc.ca](mailto:BlogILAA@forces.gc.ca)
3. The Contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:
- the Contract number;
  - consignee address (for multiple addresses, items must be packaged and labelled separately with each consignee address);
  - description of each item;
  - the number of pieces and type of packaging (i.e., carton, crate, drum, skid);
  - actual weight and dimensions of each piece type, including gross weight;
  - 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.

### **7.1.1 Shipping Instructions (Department of National Defence) - Foreign-based Contractors D0035C (2010-01-11)**

- 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.

*Instruction to contracting officers: Before contract award, choose either shipping option (a), (b), (c), or (d), and delete the unused options and this instruction.*

- a. *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: [ILHQOttawa@forces.gc.ca](mailto:ILHQOttawa@forces.gc.ca)

OR

- b. *Insert the following when the Contractor is located in United Kingdom (UK) and Ireland:*

Inbound Logistics United Kingdom (ILUK):

Telephone: 011-44-1895-613023, or 011-44-1895-613024, or

Facsimile: 011-44-1895-613047

E-mail: [CFSUEDetUKMovements@forces.gc.ca](mailto:CFSUEDetUKMovements@forces.gc.ca)

In addition, the Contractor must send to ILUK the completed form "Shipping Advice and Export Certificate" by e-mail to: [CFSUEDetUKMovements@forces.gc.ca](mailto:CFSUEDetUKMovements@forces.gc.ca).

The shipment of any items above the value of 600 GBP (pound sterling) being exported from the United Kingdom and Ireland will be cleared by DND using Her Majesty's Customs & Excise (HMCE) New Export Systems (NES). The Contractor must comply with HMCE requirements by registering with HMCE or by having a freight forwarder complete the entry. A printed copy of the NES entry Export Declaration clearly displaying the Declaration Unique Consignment Reference Number must be provided by the Contractor and attached to the consignment. The Contractor must ensure that this procedure is carried out for all stores whether they be initial purchase or repair and overhaul export items. HMCE will authorize Canadian Forces Support Unit (Europe) to ship the goods only if the procedure has been adhered to completely and properly by the Contractor.

OR

- c. *Insert the following when the Contractor is located in a country other than Canada, the U.S., the UK and Ireland:*

Inbound Logistics Europe Area (ILEA):

Telephone: +49-(0)-2451-717199 or 717200

Facsimile: +49-(0)-2451-717189

Email: [ILEA@forces.gc.ca](mailto:ILEA@forces.gc.ca)

OR

- d. *Insert the following for U.S. Foreign Military Sales (FMS):*

Inbound Logistics Coordination Center (ILCC):

Telephone: 1-877-447-7701 (toll free)

Facsimile: 1-877-877-7409 (toll free)

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

Canada is responsible for the carrier selection for shipments of the goods supplied under this FMS contract. Instructions on how to obtain carrier selection from Canada are contained in U.S. Department of Defense 4000.25-8-M, Military Assistance Program Address Directory, and Canadian Special Instructions Indicator (SII). The Contractor must not ship the goods until the SII has been complied with.

*Instruction to contracting officers: Insert the following paragraphs 3 through 7 with all options above, except (d) - U.S. FMS, and delete this instruction.*



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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 [C2608C](#), section 4, of the [Standard Acquisition Clauses and Conditions Manual](#)) or a copy of the Canada Border Services Agency form CI1 [Canada Customs Invoice](#) (PDF 429KB) - ([Help on File Formats](#));
    - 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 [Dangerous Goods Shipping Regulations](#) 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.

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.

N° de l'invitation - Sollicitation No.

W8482-182286

N° de réf. du client - Client Ref. No.

W8482-182286

N° de la modif - Amd. No.

File No. - N° du dossier

W8482-182286

Id de l'acheteur - Buyer ID

N° CCC / CCC No./ N° VME - FMS

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## **ANNEX "A" REQUIREMENT**

See attached Excel spreadsheet – Ball Valve and Financial Bid Presentation Sheet.

## **ANNEX “B” to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);

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N° de réf. du client - Client Ref. No.

W8482-182286

N° de la modif - Amd. No.

File No. - N° du dossier

W8482-182286

Id de l'acheteur - Buyer ID

N° CCC / CCC No./ N° VME - FMS

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## **ANNEX "C" MATERIEL IDENTIFICATION DATA SET (MIDS)**