



National Defence

Défense nationale

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

Quartier général de la Défense nationale  
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  
Bid Fax: (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 EST

On - le : 08 / 01 / 2018

<b>Title/Titre</b> Valves / Soupape	<b>Solicitation No – N° de l'invitation</b> W8482-183175
<b>Date of Solicitation – Date de l'invitation</b> 20/11/2017	
<b>Address Enquiries to – Adresser toutes questions à</b>  Meghan.Andrews@forces.gc.ca	
<b>Telephone No. – N° de téléphone</b> 819-939-3068	<b>FAX No – N° de fax</b> N/A
<b>Destination</b>  Specified Herein / Précisé dans les présentes	

#### 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	Delivery offered - Livraison proposée
Vendor Name and Address - Raison sociale et adresse du fournisseur	
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 _____

November 2017

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION</b> .....	<b>2</b>
1.1 SECURITY REQUIREMENTS .....	2
1.2 REQUIREMENT .....	2
1.3 DEBRIEFINGS .....	2
1.5 TRADE AGREEMENTS .....	2
<b>PART 2 - BIDDER INSTRUCTIONS</b> .....	<b>2</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	2
2.2 SUBMISSION OF BIDS.....	3
2.3 ENQUIRIES - BID SOLICITATION.....	3
2.4 APPLICABLE LAWS.....	3
<b>PART 3 - BID PREPARATION INSTRUCTIONS</b> .....	<b>3</b>
3.1 BID PREPARATION INSTRUCTIONS .....	3
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION</b> .....	<b>5</b>
4.1 EVALUATION PROCEDURES.....	5
4.2 BASIS OF SELECTION.....	6
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION</b> .....	<b>6</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID .....	6
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	6
<b>PART 6 - RESULTING CONTRACT CLAUSES</b> .....	<b>7</b>
6.1 SECURITY REQUIREMENTS .....	7
6.2 REQUIREMENT .....	7
6.3 STANDARD CLAUSES AND CONDITIONS.....	7
6.4 TERM OF CONTRACT .....	8
6.5 AUTHORITIES .....	8
6.6 PAYMENT .....	9
6.7 PACKAGING.....	9
6.8 SHELF LIFE .....	10
6.9 QUALITY ASSURANCE.....	10
6.10 SHIPPING .....	11
6.11 INVOICING INSTRUCTIONS .....	13
6.12 COMPLIANCE.....	14
6.13 PRIORITY OF DOCUMENTS .....	15
6.14 DEFENCE CONTRACT .....	15
6.15 INTELLECTUAL PROPERTY RIGHTS .....	15
<b>ANNEXE « B » LINE ITEM DETAILS</b> .....	<b>19</b>

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## PART 1 - GENERAL INFORMATION

### 1.1 Security Requirements

1.1.1 There is no security requirement applicable to this Contract.

### 1.2 Requirement

The requirement is detailed in Annex "B", Line Item Details.

### 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.

### 1.5 Trade Agreements

"The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Canadian Free Trade Agreement (CFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Columbia Free Trade Agreement, the Canada-Panama Free Trade Agreement, the Canada-Peru Free Trade Agreement (CPFTA), and the World Trade Organization Agreement on Government Procurement (WTO-AGP)."

## 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 and Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Section 01, Integrity Provisions, is deleted in its entirety and replaced by:

By submitting a bid, the Bidder certifies that it complies with the *Code of Conduct for Procurement* (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>) and agrees to be bound by its terms. The Bidder also certifies that it complies with the terms of section 18 of the *Government Contracts Regulations*, (SOR/87-402).

- b) Section 02, Procurement Business Number is deleted in its entirety.

- c) Section 05, Submission of Bids – Subsection 2(d) is deleted and replaced by:

It is the Bidder's responsibility to:

- 
- (a) send its bid only to the Public Works and Government Services Canada organization receiving the bids as specified on page 1 of the bid solicitation.
- d) Section 05, Submission of Bids – Subsection 3 is deleted.
- e) Section 20, Further Information is deleted in its entirety.

### **2.1.1 SACC Manual Clauses**

A9130T (2014-11-27) Controlled Goods Program - Bid

B1000T (2014-06-26) Condition of Materiel - Bid

B3000T (2006-06-16) Equivalent Products

### **2.2 Submission of Bids**

Bids must be submitted only to Public Works and Government Services Canada 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 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)

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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.

Estimated delivery dates must appear in the technical 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.

#### **3.1.1 Electronic Payment of Invoices – Bid**

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

If Annex "A" 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

### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

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

### **4.1 Evaluation Procedures**

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

#### **4.1.1 Technical Evaluation**

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

Acceptable part number and NCAGE:

NSN: **01-482-9825**

P/N **7383858-A338**, NCAGE **53711 (Naval Sea Systems Command)**

P/N **7383858-A338D7**, NCAGE **03950 (Naval Inventory Control Point Mechanisms)**

P/N **H547-0001-A338**, NCAGE **96169 (Electric Boat Corporation)**

P/N **H547-0001-A338D7**, NCAGE **03950 (Naval Inventory Control Point Mechanisms)**

Item Description: **Valve, Regulating, Fluid Pressure**

NSN: **99-512-1446**

P/N **SA174MK12**, NCAGE **K0207 (Hale Hamilton (Valves) Ltd)**

P/N **NB52713**, NCAGE **K0207 (Hale Hamilton (Valves) Ltd)**

P/N **NB52713D7**, NCAGE **03950 (Naval Inventory Control Point Mechanisms)**

P/N **7383858-A331**, NCAGE **53711 (Naval Sea Systems Command)**

Item Description: **Valve, Relief, Pressure And Temperature**

Bidders must indicate the Part Number and the NSCM/NCAGE they are offering.

##### **4.1.1.2 Mandatory Technical Evaluation Criteria – Equivalent and Substitute Products**

###### **Substitute Products – Replaced Part Numbers from the OEM**

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

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

In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of the bidder(s), that the substitute product is equivalent to the item specified in the bid solicitation. If the Bidder fails to provide the request information with five (5) business days, Canada may declare the bid non-responsive.

Bidders proposing an Equivalent or a Substitute Product must indicate the brand name and model and/or Part Number and the NSCN/NCAGE they are offering.

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B3000T (2006-06-16) Equivalent Products

#### 4.1.2 Financial Evaluation

SACC Manual Clause A0222T (2014-06-26), Evaluation of Price - Canadian / Foreign Bidders

#### 4.2 Basis of Selection

SACC Manual Clause A0069T (2007-05-25), Basis of Selection

### 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 Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

##### 5.1.2 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), 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

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In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](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 Integrity Provisions – List of Names

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

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

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

## 5.2.3 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

### 6.2 Requirement

6.2.1 The requirement is detailed in Annex "B", Line Item Details.

### 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

#### 6.3.1 General Conditions

The [2010A](#) (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract, with the following modifications:



a. Definition of Minister is modified as follows:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

## **6.4 Term of Contract**

### **6.4.1 Delivery Date**

All the deliverables must be received on or before date specified in Annex B.

### **6.4.2 Delivery Points**

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

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: \_\_\_\_\_  
Address: \_\_\_\_\_

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

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: \_\_\_\_\_.

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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**

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_  
E-mail: \_\_\_\_\_.

### **6.6 Payment**

#### **6.6.1 Basis of Payment**

[H1001C](#) (2008-05-12) Terms of Payment - Multiple Payments

#### **6.6.2 Limitation of Price**

[C6000C](#) (2011-05-16) Limitation of Price

#### **6.6.3 SACC Manual Clauses**

[C2605C](#) (2008-05-12) Canadian Customs Duty and Sales Tax - Foreign-based Contractor

[C2608C](#) (2015-02-25) Canadian Customs Documentation

[C2610C](#) (2007-11-30) Customs Duties - Department of National Defence - Importer

[D9002C](#) (2007-11-30) Incomplete Assemblies

[D2000C](#) (2007-11-30) Marking

[D2001C](#) (2007-11-30) Labelling

[A9131C](#) (2014-11-27) Controlled Goods Program – Contract

[B4060C](#) (2011-05-16) Controlled Goods

### **6.7 Packaging**

[D3018C](#) (2014-09-25) Packaging Requirement using Specification D-LM-008-036/SF-000

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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 (1) by package.

D2025C (2013-11-06) Wood Packaging Materials

D6010C (2007-11-30) Palletization

## 6.8 Shelf Life

D2015C (2010-01-11) Additional Package Markings - Identical

1. 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

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

D2016C (2010-01-11) Additional Package Markings – Different

B1204C (2011-05-16) Shelf Life

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

## 6.9 Quality Assurance

A1009C (2008-05-12) Work Site Access

Authorized representatives of Canada must have access to any site where any part of the Work is being carried out at any time during working hours to make examinations and such tests of the Work as they may think fit.

D5540C (2010-08-16) ISO 9001:2008 Quality Management Systems - Requirements (Quality Assurance Code Q) for all items.

D5510C (2014-06-26) Quality Assurance Authority (Department of National Defence) - Canadian-based Contractor

D5515C (2010-01-11) Quality Assurance Authority (Department of National Defence) - Foreign-based and United States Contractor

D5604C (2008-12-12) Release Documents (Department of National Defence) - Foreign-based Contractor

**D5605C** (2010-01-11) Release Documents (Department of National Defence) - United States-based Contractor

**D5606C** (2012-07-16) Release Documents (Department of National Defence) - Canadian-based Contractor

**D5620C** (2012-07-16) Release Documents – Distribution

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- a. One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- b. Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- c. One (1) copy to the Contracting Authority;
- d. One (1) copy to:

National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A OK2  
Attention: \_\_\_\_\_

- 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 OK2

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

COPY TO: D Mar P 5-4-

## 6.10 Shipping

D0037C (2015-02-25) Shipping Instructions (DND) Canadian-Based Contractor

1. Delivery will be FCA Free Carrier at \_\_\_\_\_ 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 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, the 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 labeling, 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 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

D0035C (2010-01-11) Shipping Instructions (DND) Foreign-Based Contractor

1. Delivery will be FCA Free Carrier at \_\_\_\_\_ 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 Coordination Center (ILCC):  
Telephone: 1-877-447-7701 (toll free)  
Facsimile: 1-877-877-7409 (toll free)  
E-mail: ILHQOttawa@forces.gc.ca

OR

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

In addition, the Contractor must send to ILUK the completed form "Shipping Advice and Export Certificate" by e-mail to: 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

Inbound Logistics Europe Area (ILEA):  
Telephone: +49-(0)-2451-717199 or 717200  
Facsimile: +49-(0)-2451-717189  
Email: ILEA@forces.gc.ca

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 C11, Canada Customs Invoice;
- 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 labeling, 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.

## 6.11 Invoicing Instructions

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**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.

Invoices must be submitted on the supplier's own invoice form and must be prepared to show:

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

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the consignee for certification and payment.

Department of National Defence  
Maritime Forces Atlantic  
Accts Payable Bldg. S-90, Room 334  
2686 Sextant Lane, Stadacona  
PO Box 99000 Stn Forces  
Halifax, NS B3K 5X5  
Canada

**AND**

Department of National Defence  
Base Logistics Officer  
CFB Esquimalt  
STN Forces, P.O. Box 17000  
Victoria, BC V9A 7N2  
Canada

- b. One (1) copy must be forwarded to:

Department of National Defence  
101 Colonel By Drive  
Ottawa, Ontario K1A 0K2  
Attention: D Mar P 5-\_\_\_\_\_

- 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.

**6.11.1 Exchange Rate Fluctuation Adjustment**

**C3015C** (2014-11-27) - Exchange Rate Fluctuation Adjustment

**6.12 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.

### 6.13 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 DND Contract;
- (b) [2010A](#) (2016-04-04) General Conditions - Goods (Medium Complexity);
- (c) The Contractor's bid dated \_\_\_\_\_", as clarified on \_\_\_\_\_. (do not keep)

### 6.14 Defence Contract

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

### 6.15 Intellectual Property Rights

[2030 07](#) (2008-05-12) Specifications

[K3200T](#) (2016-01-28) Basis for Canada's Ownership of Intellectual Property

The Department of National Defence has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#): statutes, regulations or prior obligations of Canada to a third party or parties preclude Contractor ownership of the Intellectual Property Rights in Foreground Information.

[4006](#) (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information

[4006 04](#) (2008-05-12) Licenses to Intellectual Property Rights in Foreground and Background Information

1. As Canada has contributed to the cost of developing the Foreground Information, the Contractor grants to Canada a license to exercise all Intellectual Property Rights in the Foreground Information for Canada's activities. Subject to any exception described in the Contract, this license allows Canada to do anything that it would be able to do if it were the owner of the Foreground Information, other than exploit it commercially and transfer or assign ownership of it. The Contractor also grants to Canada a license to use the Background Information to the extent that it is reasonably necessary for Canada to exercise fully all its rights in the deliverables and in the Foreground Information.
2. These licenses are non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free. Neither license can be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrap or click-wrap license or any other kind of packaging, attached to any deliverable.
3. For greater certainty, Canada's licenses include, but are not limited to:
  - a. the right to disclose the Foreground and Background Information to third parties bidding on or negotiating contracts with Canada and to sublicense or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such contracts. Canada will require these third parties and contractors not to use or disclose that information except as may be necessary to bid on, negotiate or carry out those contracts;



- b. the right to disclose the Foreground and Background Information to other governments for information purposes;
  - c. the right to reproduce, modify, improve, develop or translate the Foreground and Background Information or have it done by a person hired by Canada. Canada, or a person designated by Canada, will own the Intellectual Property Rights associated with the reproduction, modification, improvement, development or translation;
  - d. without restricting the scope of any license or other right in the Background Information that Canada may otherwise hold, the right, in relation to any custom-designed or custom-manufactured part of the Work, to exercise such of the Intellectual Property Rights in the Background Information as may be required for the following purposes:
    - i. for the use, operation, maintenance, repair or overhaul of the custom-designed or custom-manufactured parts of the Work;
    - ii. in the manufacturing of spare parts for maintenance, repair or overhaul of any custom-designed or custom-manufactured part of the Work by Canada, if those parts are not available on reasonable commercial terms to enable timely maintenance, repair or overhaul;
  - e. for Software that is custom designed for Canada, the right to use any source code the Contractor must deliver to Canada under the Contract.
4. The Contractor agrees to make the Background Information, including in the case of Software, the source code promptly available to Canada for any purpose mentioned above. The license does not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract. Furthermore, in the case of commercial off-the-shelf software, the Contractor's obligation to make the source code promptly available to Canada applies only to source code that is within the control of or can be obtained by the Contractor or any subcontractor.

[4007](#) (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information

[4007\\_04](#) (2008-05-12) License to Intellectual Property Rights in Background Information

1. The Contractor grants to Canada a license to use the Background Information to the extent that it is reasonably necessary for Canada to exercise fully all its rights in the deliverables and in the Foreground Information. This license is non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free. The license cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrapped license attached to any deliverable.
2. For greater certainty, Canada's license in the Background Information includes, but is not limited to:
  - a. the right to disclose the Background Information to third parties bidding on or negotiating contracts with Canada and to sublicense or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such contracts. Canada will require these third parties and contractors not to use or disclose that information except as may be necessary to bid, negotiate or carry out those contracts;
  - b. the right to disclose the Background Information to other governments for information purposes;
  - c. the right reproduce, modify, improve, develop or translate the Background Information or have it done by a person hired by Canada. Canada, or a person designated by Canada, will own the Intellectual Property Rights associated with reproduction, modification, improvement, development or translation.
  - d. without restricting the scope of any license or other right in the Background Information that Canada may otherwise hold in relation to any custom-designed or custom-manufactured part of the Work, the right to use and disclose to a contractor engaged by Canada the Background Information for the following purposes:

- 
- i. For the use, operation, maintenance, repair or overhaul of the custom-designed or custom-manufactured parts of the Work;
    - ii. In the manufacturing of spare parts for maintenance, repair or overhaul of any custom-designed or custom-manufactured part of the Work by Canada if those parts are not available on reasonable commercial terms to enable timely maintenance, repair or overhaul.
  3. The Contractor agrees to make the Background Information, including in the case of Software, the source code, promptly available to Canada for any purpose mentioned above. The license does not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract. Furthermore, in the case of commercial off-the-shelf software, the Contractor's obligation to make the source code promptly available to Canada applies only to source code that is within the control of or can be obtained by the Contractor or any subcontractor.

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ANNEXE « A » to PART 3 OF THE BID SOLICITATION

**ELECTRONIC PAYMENT INSTRUMENTS**

As indicated in Part 3, clause 3.1.1, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

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

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

ANNEX B LINE ITEM DETAILS / ANNEXE B DÉTAILS DES ARTICLES

Item / Article	Part Number / Numéro de pièce	Description / Description	Unit of Issue / Unité de distribution	Quantity / Quantité	Destination Address / Adresse de la destination	Invoice Address / Adresse de facturation	Security Requirement / Besoin de Sécurité	Quality Assurance Code (QAC) / Code de l'Assurance de la Qualité	Controlled Goods (CEAT or FEAR) / Marchandises Contrôlées (ATEC ou IFAR)	Trade Agreements / Accords commerciaux	Delivery Date / Date de Livraison	FIRM UNIT PRICE: Applicable taxes extra / PRIX UNITAIRE FERME: Taxes applicables en sus	EXTENDED PRICE: Applicable taxes extra / PRIX UNITAIRE FERME: Taxes applicables en sus	TOTAL PRICE: Applicable taxes Included / PRIX COMPRIS: Taxes applicables inclus
1	738358-A338 738358-A33807 HS47-0003-A338 HS47-0003-A33807	NSN / NNO: 4820-01-482-9825 Valve, Regulating, Fluid Pressure / SOUPAPE,REGULATRICE,PRESSION DE FLUIDE P/N requested / Numéro de pièce demandé: 738358-A338, NCAGE/EIPO: 53711 Name of Manufacturer/ Nom de fabricant: NAVAL SEA SYSTEMS COMMAND P/N requested / Numéro de pièce demandé: 738358-A33807, NCAGE/EIPO: 09950 Name of Manufacturer/ Nom de fabricant: NAVAL INVENTORY CONTROL POINT MECHANICSBURG P/N requested / Numéro de pièce demandé: HS47-0003-A338, NCAGE/EIPO: 96569 Name of Manufacturer/ Nom de fabricant: ELECTRIC BOAT CORPORATION P/N requested / Numéro de pièce demandé: HS47-0003-A33807, NCAGE/EIPO: 96569	EA / CH	6	FORMATION COMMANDER CFR Equipment Attn: Receiving Bldg 66 Colwood VICTORIA BC V9C 1B0 CANADA	DEPT. NATIONAL DEFENCE Department of National Defence Base Logistics Officer CFR Equipment 57N Forces, P.O. Box 17000 VICTORIA, BC V8A 7N2 CANADA	NO / NON	Q	YES / OUI	YES / OUI	Please Specify - Indiquez s'il vous plaît	TBD	TBD	TBD
2	738358-A338 738358-A33807 HS47-0003-A338 HS47-0003-A33807	NSN / NNO: 4820-01-482-9825 Valve, Regulating, Fluid Pressure / SOUPAPE,REGULATRICE,PRESSION DE FLUIDE P/N requested / Numéro de pièce demandé: 738358-A338, NCAGE/EIPO: 53711 Name of Manufacturer/ Nom de fabricant: NAVAL SEA SYSTEMS COMMAND P/N requested / Numéro de pièce demandé: 738358-A33807, NCAGE/EIPO: 09950 Name of Manufacturer/ Nom de fabricant: NAVAL INVENTORY CONTROL POINT MECHANICSBURG P/N requested / Numéro de pièce demandé: HS47-0003-A338, NCAGE/EIPO: 96569 Name of Manufacturer/ Nom de fabricant: ELECTRIC BOAT CORPORATION P/N requested / Numéro de pièce demandé: HS47-0003-A33807, NCAGE/EIPO: 96569	EA / CH	4	FORMATION COMMANDER HMIC DOCKWARD BLDG D-206 DOOR 1 THRU 13 HAULFAX NS B3K 5X5 CANADA	FORMATION COMMANDER HMIC DOCKWARD BLDG D-206 DOOR 1 THRU 13 HAULFAX NS B3K 5X5 CANADA	NO / NON	Q	YES / OUI	YES / OUI	Please Specify - Indiquez s'il vous plaît	TBD	TBD	TBD
3	SAL748K12 NBS2713 738358-A331 HS47-0003-A331	NSN / NNO: 4820-09-5121446 Valve, Relief, Pressure and Temperature / SOUPAPE,SURETE,PRESSION ET TEMPERATURE P/N requested / Numéro de pièce demandé: SAL748K12, NCAGE/EIPO: K2207 Name of Manufacturer/ Nom de fabricant: HALE HAMILTON VALVES LTD P/N requested / Numéro de pièce demandé: NBS2713, NCAGE/EIPO: K2207 Name of Manufacturer/ Nom de fabricant: HALE HAMILTON VALVES LTD P/N requested / Numéro de pièce demandé: NBS271307, NCAGE/EIPO: 09950 Name of Manufacturer/ Nom de fabricant: NAVAL INVENTORY CONTROL POINT MECHANICSBURG P/N requested / Numéro de pièce demandé: 738358-A331, NCAGE/EIPO: 53711	EA / CH	6	FORMATION COMMANDER CFR Equipment Attn: Receiving Bldg 66 Colwood VICTORIA BC V9C 1B0 CANADA	DEPT. NATIONAL DEFENCE Department of National Defence Base Logistics Officer CFR Equipment 57N Forces, P.O. Box 17000 VICTORIA, BC V8A 7N2 CANADA	NO / NON	Q	YES / OUI	YES / OUI	Please Specify - Indiquez s'il vous plaît	TBD	TBD	TBD
4	SAL748K12 NBS2713 738358-A331 HS47-0003-A331	NSN / NNO: 4820-09-5121446 Valve, Relief, Pressure and Temperature / SOUPAPE,SURETE,PRESSION ET TEMPERATURE P/N requested / Numéro de pièce demandé: SAL748K12, NCAGE/EIPO: K2207 Name of Manufacturer/ Nom de fabricant: HALE HAMILTON VALVES LTD P/N requested / Numéro de pièce demandé: NBS2713, NCAGE/EIPO: K2207 Name of Manufacturer/ Nom de fabricant: HALE HAMILTON VALVES LTD P/N requested / Numéro de pièce demandé: NBS271307, NCAGE/EIPO: 09950 Name of Manufacturer/ Nom de fabricant: NAVAL INVENTORY CONTROL POINT MECHANICSBURG P/N requested / Numéro de pièce demandé: 738358-A331, NCAGE/EIPO: 53711	EA / CH	4	FORMATION COMMANDER HMIC DOCKWARD BLDG D-206 DOOR 1 THRU 13 HAULFAX NS B3K 5X5 CANADA	FORMATION COMMANDER HMIC DOCKWARD BLDG D-206 DOOR 1 THRU 13 HAULFAX NS B3K 5X5 CANADA	NO / NON	Q	YES / OUI	YES / OUI	Please Specify - Indiquez s'il vous plaît	TBD	TBD	TBD
<b>TOTAL</b>												TBD	TBD	

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