



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des
soumissions – TPSGC**

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Quebec

K1A0S5

Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Victoria Class Integrated Contract Support/Class de Victoria
soutien de contrat integre

455 De la Carriere Blvd - 2-SC06

Gatineau

Quebec

K1A0S5

Title - Sujet VICTORIA CLASS SUBMARINE PARTS		
Solicitation No. - N° de l'invitation W8482-194090/A		Date 2018-06-11
Client Reference No. - N° de référence du client 6000433971		
GETS Reference No. - N° de référence de SEAG PW-\$VCI-008-26862		
File No. - N° de dossier 008vci.W8482-194090	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-07-23		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: Di Niro, Robert		Buyer Id - Id de l'acheteur 008vci
Telephone No. - N° de téléphone (819) 939-3009 ()		FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes		

Instructions: See Herein

Instructions: Voir aux présentes

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



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
W8482	DEPARTMENT OF NATIONAL DEFENCE Formation Commander, HMC Dockyard Bldg D-206 Door 1 thru 13 HALIFAX NS B3K SXS Canada	W8482	DEPARTMENT OF NATIONAL DEFENCE ATTN DGMEPM NP - DMARP 101 COLONEL BY DR. OTTAWA Ontario K1A0K2 Canada
W8482	DEPARTMENT OF NATIONAL DEFENCE Base Commander, CFB Esquimalt Bldg 66 Colwood VICTORIA BC V9A 7N2 Canada	W8482	DEPARTMENT OF NATIONAL DEFENCE ATTN DGMEPM NP - DMARP 101 COLONEL BY DR. OTTAWA Ontario K1A0K2 Canada
W8482	DEPARTMENT OF NATIONAL DEFENCE Formation Commander, HMC Dockyard Bldg D-206 Door 1 thru 13 HALIFAX NS B3K 5X5 Canada	W8482	DEPARTMENT OF NATIONAL DEFENCE ATTN DGMEPM NP - DMARP 101 COLONEL BY DR. OTTAWA Ontario K1A0K2 Canada



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	NSN - NNO: 4820-01-482-9825 VALVE,REGULATING,FLUID PRESSURE	W8482	W8482	6	Each	\$	\$	See Herein	
2	NSN - NNO: 4820-01-482-9825 VALVE,REGULATING,FLUID PRESSURE	W8482	W8482	4	Each	\$	\$	See Herein	
3	NSN - NNO: 4820-99-512-1446 VALVE,RELIEF,PRESSURE AND TEMPERAT URE	W8482	W8482	6	Each	\$	\$	See Herein	
4	NSN - NNO: 4820-99-512-1446 VALVE,RELIEF,PRESSURE AND TEMPERAT URE Part No. - N° de la partie: SA174MK12	W8482	W8482	4	Each	\$	\$	See Herein	

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	2
1.1 SECURITY REQUIREMENTS	2
1.2 REQUIREMENT	2
1.3 DEBRIEFINGS	2
1.4 TRADE AGREEMENTS	2
PART 2 - BIDDER INSTRUCTIONS	2
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
PART 3 - BID PREPARATION INSTRUCTIONS	3
3.1 BID PREPARATION INSTRUCTIONS	3
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	4
4.1 EVALUATION PROCEDURES	4
4.2 BASIS OF SELECTION	5
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	6
5.1 CERTIFICATIONS REQUIRED WITH THE BID	6
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	6
PART 6 - RESULTING CONTRACT CLAUSES	7
6.1 SECURITY REQUIREMENTS	7
6.2 REQUIREMENT	7
6.3 STANDARD CLAUSES AND CONDITIONS	7
6.4 TERM OF CONTRACT	7
6.5 AUTHORITIES	7
6.6 PAYMENT	8
6.7 INVOICING INSTRUCTIONS	9
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION	10
6.9 APPLICABLE LAWS	10
6.10 PRIORITY OF DOCUMENTS	10
6.11 DEFENCE CONTRACT	10
6.12 SACC <i>MANUAL</i> CLAUSES	10
6.13 SERIALIZED MATERIAL	11
6.14 PREPARATION FOR DELIVERY	11
6.15 QUALITY ASSURANCE CODES	11
6.16 RELEASE DOCUMENTS	11
6.17 SHIPPING INSTRUCTIONS	12
ANNEX "A" REQUIREMENT	16
ANNEX "B" ELECTRONIC PAYMENT INSTRUMENTS	17
ANNEX "C" TO PART 5 OF THE BID SOLICITATION	18
ANNEX "D" MATERIAL IDENTIFICATION DATA SET (MIDS)	19

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There are no security requirements applicable to this requirement.

1.2 Requirement

The requirement is detailed under "*Annex A – 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 fifteen (15) working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 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), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Canadian Free Trade Agreement (CFTA), the Canada – Chile Free Trade Agreement (CCFTA), the Canada – Columbia Free Trade Agreement, the Canada – Peru Free Trade Agreement and the Canada – Panama Free Trade Agreement.

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) (<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 1, 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) (<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 2, Procurement Business Number is deleted in its entirety.

- c) Section 5, Submission of Bids – Subsection 2(d) is deleted and replaced by:

It is the Bidder's responsibility to:

- (d) 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 5, Submission of Bids – Subsection 4 is amended as follows:

Delete: 60 days
Insert: 90 days

- e) Section 20, Further Information is deleted in its entirety.

2.1.1 SACC Manual Clauses

B1000T (2014-06-26) Condition of Material – Bid

B3000T (2006-06-16) Equivalent Products

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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.

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

- 1. Bidders must submit their financial bid in accordance with the Basis of Payment and “*Annex A – Line Item Details*”. The total amount of Applicable Taxes must be shown separately.
- 2. Bidders must provide individual prices for each destination.

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

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

4.1.1.1 Mandatory Technical Criteria

Acceptable part number, NCAGE, and quantity are listed below:

Item 1 and 2, GSIN: 4820, NSN: 01-482-9825, Valve, Regulating, Fluid Pressure

Part No.: 7383858-A338, NCAGE: 53711
Part No.: 7383858-A338D7, NCAGE: 03950
Part No.: H547-0001-A338, NCAGE: 96169
Part No.: H547-0001-A338D7, NCAGE: 03950

Quantity: 10

Item 3 and 4, GSIN: 4820, NSN: 99-512-1446, Valve, Relief, Pressure and Temperature

Part No.: SA174MK12, NCAGE: K0207
Part No.: NB52713, NCAGE: K0207
Part No.: NB52713D7, NCAGE: 03950
Part No.: 7383858-A331, NCAGE: 53711
Part No.: H547-0001-A331, NCAGE: 96169

Quantity: 10

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 item(s) specified in the bid solicitation and will be considered where the bidder provides:

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

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

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

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. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price on an 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 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.

5.2 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 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 a 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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement applicable to this Contract.

6.2 Requirement

The Contractor must provide the items detailed under the "Requirement" at "*Annex A – 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>) 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, 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 _____ (*insert the date*).

6.4.2 Delivery Points

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Solicitation No. - N° de l'invitation
W8482-194090/A
Client Ref. No. - N° de réf. du client
W8482-194090

Amd. No. - N° de la modif.
File No. - N° du dossier
008vci.W8482-194090

Buyer ID - Id de l'acheteur
008vci
CCC No./N° CCC - FMS No./N° VME

Name: Robert Di Niro
Title: Intern Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Marine Sustainement Directorate, Marine Services and Small Vessels
Address: 2-SC21, 455 Boulevard de la Carrière, Gatineau, QC, J9Y 6V7
Telephone: 819-939-3009
E-mail address: robert.diniro@tpsgc-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 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 address: _____

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in "Annex A – Line Item Details" for a cost of \$ _____ (CAD). 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)

H1001C (2008-05-12) Multiple Payments

6.6.3 SACC Manual Clauses

C2605C (2008-05-12) Canadian Customs Duties and Sales Tax - Foreign-based Contractor

C2608C (2015-02-25) Canadian Customs Documentation

C2610C (2007-11-30) Customs Duties - Department of National Defence – Importer

C3015C (2017-08-17) Exchange Rate Fluctuation Adjustment

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

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. The name and address of the consignee(s)
- c. The item number, quantity, part number, reference number and description;
- d. The contract numbers

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 5-4-2-7

- 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, P.O. Box 17000
Victoria, BC V9A 7N2
Canada

And

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

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.

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

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

6.9 Applicable Laws

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

6.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010A (2016-04-04) General Conditions - Goods (Medium Complexity);
- (c) Annex A – Line Item Details;
- (d) Annex B – Electronic Payment Instruments;
- (e) Annex C – Federal Contractors Program for Employment Equity – Certification
- (f) Annex D – Material Identification Data Set (MIDS);
- (g) 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

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

6.12 SACC Manual Clauses

B7500C (2006-06-16) Excess Goods
D2000C (2007-11-30) Marking
D2001C (2007-11-30) Labelling
D2025C (2017-08-17) Wood packaging materials
D6010C (2007-11-30) Palletization
D9002C (2007-11-30) Incomplete Assemblies

6.13 Serialized material

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

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.

The MIDS shall be electronically submitted as an XLS file.

6.14 Preparation for Delivery

6.14.1 Preparation for delivery – Canadian forces specification (Commercial packing)

The Contractor must prepare item numbers 001 to 004 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 item numbers 001 to 004 in quantities of 1 by package.

6.14.2 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
 - (g) Serial number
2. These markings must be applied and positioned in accordance with Canadian Forces Packaging Specification *D-LM-008-002/SF-001*.

6.14.3 Shelf Life

The Contractor must ensure that items 001 to 004 will contain 75 percent of the authorized shelf life as listed in *ISO 2230* at date of delivery to the Department of National Defence.

DND approved shelf life for items 001 to 004 is currently listed as 60 months.

6.15 Quality Assurance codes

A1009C (2008-05-12) Work Site Access

D5510C (2017-08-17) Quality assurance authority (Department of National Defence): Canadian-based contractor

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

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

6.16 Release documents

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 (2017-11-28) Release documents (Department of National Defence): Canadian-based contractor

6.16.1 Release Documents – Distribution

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

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

*National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
Attention: 5-4-2-7*

- 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.

Manufacturer Certificate of Conformity: The Contractor is advised that in order to have his deliveries accepted and properly receipted the Manufacturer Certificate of Conformity must accompany the shipment and be signed by a duly authorized person as designated by the equipment manufacturer. In addition to the signature his or her name must be written in block letters next to or below the signature.

6.17 Shipping Instructions

6.17.1 Shipping instructions (Department of National Defence): Foreign-based contractors

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), 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
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: 011-44-1895-613046
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. **Note:** To ensure you receive a reply on any contracting information such as Incoterms etc, always include the e-mail address: ILHQOttawa@forces.gc.ca in carbon copy (cc).

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)-2203-908-1807 or 2748 or 5304

Facsimile: +49-(0)-2203-908-2746

Email: ILEA@forces.gc.ca

Note: To ensure you receive a reply on any contracting information such as Incoterms etc, always include the e-mail address: ILHQOttawa@forces.gc.ca in carbon copy (cc).

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

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.

3. The Contractor must provide the following information to the DND Inbound Logistics contact when arranging for shipment:
- the Contract number;
 - consignee address (if multiple addresses, items must be packaged and labeled separately with each consignee address);
 - description of each item;
 - the number of pieces and type of packaging (e.g. carton, crate, drum, skid);
 - actual weight and dimensions of each piece type, including gross weight;
 - 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](#));
 - [Schedule B](#) codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
 - North American Free Trade Agreement Certificate of Origin (in accordance with clause [C2608C](#), section 2) for the U.S. and Mexico only;
 - 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 safety data sheet.

4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, the marking of each piece with a Transportation Control Number and customs documentation.
5. The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.
6. If the Contractor delivers the goods at a place and time that are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either 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.

6.17.2 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.

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
- 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
- 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
- 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

- 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

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.

Solicitation No. - N° de l'invitation
W8482-194090/A
Client Ref. No. - N° de réf. du client
W8482-194090

Amd. No. - N° de la modif.
File No. - N° du dossier
008vci.W8482-194090

Buyer ID - Id de l'acheteur
008vci
CCC No./N° CCC - FMS No./N° VME

ANNEX “A” REQUIREMENT

Please see attached Excel spreadsheet “*Annex A – Line Item Details*”.

Solicitation No. - N° de l'invitation
W8482-194090/A
Client Ref. No. - N° de réf. du client
W8482-194090

Amd. No. - N° de la modif.
File No. - N° du dossier
008vci.W8482-194090

Buyer ID - Id de l'acheteur
008vci
CCC No./N° CCC - FMS No./N° VME

ANNEX “B” 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);

ANNEX "C" to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

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

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

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

OR

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

B. Check only one of the following:

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

OR

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

Solicitation No. - N° de l'invitation
W8482-194090/A
Client Ref. No. - N° de réf. du client
W8482-194090

Amd. No. - N° de la modif.
File No. - N° du dossier
008vci.W8482-194090

Buyer ID - Id de l'acheteur
008vci
CCC No./N° CCC - FMS No./N° VME

ANNEX “D” MATERIAL IDENTIFICATION DATA SET (MIDS)

Please see the attached pdf document.

Annex "C" to W8482-194090 Material Identification Data Set Spreadsheet

[illegible]