

National Defence

#### Défense nationale

Ottawa (Ontario)

K1A 0K2

Quartier général de la Défense nationale

National Defence Headquarters Ottawa, Ontario K1A 0K2

# **REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION**

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

Bid Receiving – PWGSC / Réception des soumissions - TPSGC 11 Laurier St. / 11 rue Laurier Place du Portage, Phase III Core 0B2 / Noyau 0B2 Gatineau, Québec Canada K1A 0S5

# Or by Fax – ou par télécopieur: (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 PM,

Eastern Daylight Time (EDT)- Heure avancée de l'Est (HAE)

On - le : 10-August/août -2018

<b>Title/Titre</b> Kevlar Night Vision Goggle (NVG) helmet mounts for Aviator's Night Vision Imaging System (ANVIS) / Fixations pour dispositif de vision nocturne Kevlar pour le système de vision nocturne pour aviateur (ANVIS)		Solicitation No – Nº de l'invitation W8485-195176	
Date of Solicitation – Date de l'invita 27-July/juillet-2018	ation		
Address Enquiries to – Adresser tout			
1	ecified Herein dans les prése	ntes	
1			
Précisé Telephone No. – Nº de téléphone	dans les prése		

Instructions: Specified Herein

# Instructions:

Précisé dans les présentes.

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Vendor Name and Address - Raison soc	iale et adresse du fournisseur
Name and title of person authorized to s print) - Nom et titre de la personne autor d'imprimerie)	ign on behalf of vendor (type or risée à signer au nom du fournisseur (caractère
Name/Nom	Title/Titre
Signature	Date



# TABLE OF CONTENTS

PART 1 -	GENERAL INFORMATION	4
1.1 1.2 1.3 1.4	SECURITY REQUIREMENTS STATEMENT OF REQUIREMENT DEBRIEFINGS TRADE AGREEMENTS	4 4
	BIDDER INSTRUCTIONS	
2.1 2.1.1 2.2 2.3 2.4	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS SACC MANUAL CLAUSES SUBMISSION OF BIDS ENQUIRIES - BID SOLICITATION APPLICABLE LAWS	4 4 5
PART 3 -	BID PREPARATION INSTRUCTIONS	5
3.1 3.2 3.3 3.3.1 3.4 3.5 3.5.1 3.5.2	BID PREPARATION INSTRUCTIONS	6 6 6 6 6
PART 4 -	EVALUATION PROCEDURES AND BASIS OF SELECTION	7
4.1 4.2 4.2.1 4.3 4.3.1 4.4 4.5	EVALUATION PROCEDURES TECHNICAL EVALUATION MANDATORY TECHNICAL CRITERIA FINANCIAL EVALUATION EVALUATION OF PRICE – CANADIAN / FOREIGN BIDDERS – A0222T (2014-06-26) BASIS OF SELECTION - MANDATORY TECHNICAL CRITERIA - A0031T (2010-08-16) TIE BREAKER	7 7 7 7 8
PART 5 –	CERTIFICATIONS AND ADDITIONAL INFORMATION	8
5.1 5.1.1 5.2 5.2.1 5.2.2	CERTIFICATIONS REQUIRED WITH THE BID INTEGRITY PROVISIONS - DECLARATION OF CONVICTED OFFENCES CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION INTEGRITY PROVISIONS – REQUIRED DOCUMENTATION FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - BID CERTIFICATION	8 8 8
PART 6 -	RESULTING CONTRACT CLAUSES	9
6.1 6.2 6.3 6.3.1 6.4 6.4.1 6.4.2	SECURITY REQUIREMENTS STATEMENT OF REQUIREMENT STANDARD CLAUSES AND CONDITIONS GENERAL CONDITIONS TERM OF CONTRACT PERIOD OF CONTRACT - A9022C (2007-05-25) DELIVERY DATE	9 9 9 9
6.5	AUTHORITIES	10
6.5.1 6.5.2	CONTRACTING AUTHORITY	

6.16 6.17	CONDITION OF MATERIAL - CONTRACT - B1006C (2014-06-26) ADDITIONAL SACC MANUAL CLAUSES	
6.15	QUALITY ASSURANCE	
6.14.4	D0035C (2018-06-21) CANADIAN CUSTOMS DOCUMENTATION- C2608C (2015-02-25)	15
6.14.3	SHIPPING INSTRUCTIONS (DEPARTMENT OF NATIONAL DEFENCE): FOREIGN-BASED CON	NTRACTORS-
6.14.2	(2014-09-25) Shipping Instructions (Department of National Defence) - Canadian-based C D0037C (2016-01-28)	ONTRACTOR -
6.14.1	PACKAGING REQUIREMENT USING SPECIFICATION D-LM-008-036/SF-000 - D3018C	10
6.14	PREPARATION FOR DELIVERY	
6.13	END USE CERTIFICATE – D0050C (2007-05-25)	
6.12	DEFENCE CONTRACT - A9006C (2012-07-16)	
6.10 6.11	APPLICABLE LAWS PRIORITY OF DOCUMENTS	
6.9.1		
6.9	CERTIFICATIONS AND ADDITIONAL INFORMATION	
6.8	INVOICING INSTRUCTIONS – H5001C (2008-12-12)	
6.7	ELECTRONIC PAYMENT OF INVOICES - CONTRACT - H3027C (2016-01-28)	11
6.6.2	SACC MANUAL CLAUSES	
6.6.1	BASIS OF PAYMENT – FIRM PRICE - C0207C (2013-04-25)	
6.6	BASIS OF PAYMENT	10

# PART 1 - GENERAL INFORMATION

## 1.1 Security Requirements

There is no security requirement associated with the requirement.

### 1.2 Statement of Requirement

This bid solicitation is being issued to satisfy the requirement of the Department of National Defence (DND) for the provision of Kevlar Night Vision Goggle (NVG) helmet mounts for Aviator's Night Vision Imaging System (ANVIS).

The requirement is detailed in 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 Canadian Free Trade Agreement (CFTA).

# PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The <u>2003</u> (2018-05-22) Standard Instructions - Goods and Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) The text under subsection 8.2 Transmission by facsimile or by epost Connect is deleted in its entirety.
- b) The text under subsection 20.2 Further Information is deleted in its entirety.

### 2.1.1 SACC Manual Clauses

SACC Manual Clause B1000T (2014-06-26), Condition of Material - Bid

### 2.2 Submission of Bids

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

Bidders must indicate the bid solicitation number on the packaging when submitting their bids.

# 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

# 2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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

Due to the nature of the bid solicitation, bids transmitted by epost Connect service will not be accepted.

Canada requests that bidders provide their bid in separately bound sections as follows:

First page of the Request for Proposal signed by the Bidder or an authorized representative of the Bidder (1 signed copy).

- Section I: Technical Bid (one (1) hard copy)
- Section II: Financial Bid (one (1) hard copy)
- Section III: Certifications (one (1) hard copy)
- Section IV: Additional Information (one (1) hard copy)

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

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process <u>Policy on Green</u> <u>Procurement</u> (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.

# 3.2 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.

# 3.3 Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment specified in Part 6, section 6.6.1.

Bidder must submit firm unit prices in Annex "A", Line Item Details, FCA Free Carrier at facility, Canadian customs duties and excise taxes as applicable, and applicable taxes extra. Prices should not be indicated in any other section of the bid.

Conditional prices will not be accepted.

# 3.3.1 SACC Manual Clause

SACC Manual Clause C3011T (2013-11-06), Exchange Rate Fluctuation

SACC Manual Clause C9000T (2010-08-16), Pricing

## 3.4 Section III: Certifications

Bidders must submit the certifications required under Part 5.

### 3.5 Section IV: Additional Information

Canada requests that Bidders submit the information identified at Annex "B", Additional Information:

### 3.5.1 Electronic Payment of Invoices - Bid

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

If Annex "B", Additional Information, 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.

### 3.5.2 Bidder's Representatives

Canada requests that Bidders complete the Bidder's Representatives section in Annex "B", Additional Information.

# 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.

#### 4.2 Technical Evaluation

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

### 4.2.1 Mandatory Technical Criteria

The following mandatory factors will be taken into consideration in the evaluation of each bid:

- M1. Comply with all details described at Annex "A", Line Item Details. Bidders must clearly indicate the Part Number and the NSCM/CAGE they are offering;
- M2. Provide all required technical information as detailed in Part 3, section I, inclusive of all subsections;
- M3. Provide, if required, manufacture and Parts Traceability for all items;
- M4. Accept all terms and conditions as outlined in the bid solicitation and resulting Contract document; and
- M5. Delivery must be made as follows, (1) quantity 55 must be delivered to the location specified in Annex "A" Line Item Details, prior to 30 days after contract award; (2) quantity 55 must be delivered to the location specified in Annex "A" Line Item Details, prior to 60 days after contract award.

### 4.3 Financial Evaluation

For bid evaluation and contractor selection purposes only, the evaluation of price will be determined in accordance with Annex "A", Line Item Details.

## 4.3.1 Evaluation of Price – Canadian / Foreign Bidders – A0222T (2014-06-26)

- 1) The price of the bid will be evaluated as follows:
  - a. Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
  - b. foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.
- 2) Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. 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, will be applied as a conversion factor to the bids submitted in foreign currency.
- 3) Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.

4) 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 foreignbased bidders

# 4.4 Basis of Selection - Mandatory Technical Criteria - A0031T (2010-08-16)

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

## 4.5 Tie Breaker

In the event of multiple responsive bids having the same lowest evaluated price for a specific line item or items, the responsive Bidder providing the earliest Delivery Offered for the respective line item will be recommended for the 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. 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 <u>Forms for the Integrity Regime</u> 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 <u>Ineligibility and Suspension Policy</u> (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 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 <u>Employment and Social</u> <u>Development Canada (ESDC) - Labour's</u> 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

There is no security requirement applicable to this Contract.

#### 6.2 Statement of Requirement

The Contractor must provide the items detailed under the 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 <u>Standard</u> <u>Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standardacquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

#### 6.3.1 General Conditions

<u>2010A</u> (2018-06-21), 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 Period of Contract - A9022C (2007-05-25)

The period of the Contract is from date of Contract to \_\_\_\_\_ inclusive.

#### 6.4.2 Delivery Date

The Contractor must make the delivery as specified under Annex "A", Line Item Details.

# 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name:	Miguel Flores
Title:	Contract Authority, DAP 8-2-3
Organization:	Department of National Defence (DND)
Address:	101 Colonel By Drive, Ottawa, ON, K1A 0K2
Telephone:	(819) 939-4338
E-mail:	Miguel.Flores@forces.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

#### 6.5.2 Technical Authority

### To be inserted by the Contracting Authority

The Technical Authority for the Contract is:

Name:	
Title:	
Organization: Address:	Department of National Defence
Telephone:	
E-mail:	

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 6.5.3 Contractor's Representative

To be inserted by the Contracting Authority

General Enquiries					
Name:					
Telephone:					
Facsimile:	· · · · · · · · · · · · · · · · · · ·				
E-mail:					

#### 6.6 Basis of Payment

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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex "A", Line Item Details, for a cost of (*To be inserted by the Contracting Authority*). Customs duties are \_\_\_\_\_\_ (*included/excluded*) and Applicable Taxes are extra. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

# 6.6.2 SACC Manual Clauses

SACC Manual Clause C2000C (2007-11-30), Taxes - Foreign-based Contractor

SACC Manual Clause C2605C (2008-05-12), Canadian Customs Duties and Sales Tax – Foreign-based

SACC Manual Clause H1000C (2008-05-12), Single Payment

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

# 6.7 Electronic Payment of Invoices - Contract - H3027C (2016-01-28)

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

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

# 6.8 Invoicing Instructions – H5001C (2008-12-12)

- The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 2) Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the following address for certification and payment:

Department of National Defence 25 CF Supply Depot P.O. BOX 4000, STN "K" Montreal, QC, H1N 3R9 CANADA ATTN: Invoice Section W1941

b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract. The Contractor is requested to provide invoices in electronic format to the Contracting Authority unless otherwise specified by the Contracting Authority, thereby reducing printed material.

### 6.9 Certifications and Additional Information

### 6.9.1 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.

# 6.10 Applicable Laws

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

### 6.11 **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) 2010A (2018-06-21) General Conditions Goods (Medium Complexity);
- (c) Annex "A", Line Item Details;
- (d) The Contractor's bid dated to be inserted by the Contracting Authority, as amended to be inserted by the Contracting Authority.

# 6.12 Defence Contract - A9006C (2012-07-16)

The Contract is a defence contract within the meaning of the Defence Production Act, R.S.C. 1985, c. D-1, and must be governed accordingly.

Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the Defence Production Act.

# 6.13 End Use Certificate – D0050C (2007-05-25)

Canada certifies that the goods, services or both ordered under the Contract are purchased by Canada for the exclusive use of the Canadian Armed Forces.

### 6.14 **Preparation for Delivery**

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

The Contractor must prepare the item(s) marked "Packaging: D-LM-008-036/SF-000" in Annex "A", Line Item Details, 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 items in quantities of one (1) by package.

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

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

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

# 6.14.3 Shipping instructions (Department of National Defence): Foreign-based contractors-D0035C (2018-06-21)

- 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.
  - 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: <u>ILHQOttawa@forces.gc.ca</u>
- 3. The Contractor must provide the following information to the DND Inbound Logistics contact when arranging for shipment:
  - a. the Contract number;
  - b. consignee address (if multiple addresses, items must be packaged and labeled separately with each consignee address);
  - c. description of each item;
  - d. the number of pieces and type of packaging (e.g. carton, crate, drum, skid);
  - e. actual weight and dimensions of each piece type, including gross weight;
  - f. copy of the commercial invoice (in accordance with clause <u>C2608C</u>, section 4, of the <u>Standard Acquisition Clauses and Conditions Manual</u>) or a copy of the Canada Border Services Agency form CI1 <u>Canada Customs Invoice</u> (PDF 429KB) - (<u>Help on File</u> <u>Formats</u>);
  - g. <u>Schedule B</u> codes (for exports) and the Harmonized Tariff Schedule codes (for imports);

- h. North American Free Trade Agreement Certificate of Origin (in accordance with clause C2608C, section 2) for the U.S. and Mexico only;
- i. full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transport Association regulations or the applicable Canadian <u>Dangerous Goods Shipping Regulations</u> and a copy of the 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.

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

#### General

- 1. The Contractor must provide two (2) copies of the Canada Customs Invoice (CCI) or two (2) copies of the commercial invoice marked "For Customs Purposes Only".
- 2. For shipments from the United States and Mexico that are of American, Mexican or Canadian origin, as defined by the North American Free Trade Agreement (NAFTA), and for shipments from Israel that are Israeli in origin, as defined by the Canada-Israel Free Trade Agreement (CIFTA), the Contractor must provide proof of origin of the goods. This proof must be in the form of a NAFTA or CIFTA Certificate of Origin for goods valued at C\$1,600 or more, or a simple statement on the invoice for goods valued at C\$1,600 or less. In either case, the document must include an original signature and must reference the contract number. For contracts valued at C\$250,000 or more, the proof of origin will not be required.
- The Contractor must not employ commercial customs brokers to custom clear the goods provided under the Contract, unless authorized by the Canadian Material Support Group / Customs, at National Defence Headquarters, telephone: 1-855-210-5149, facsimile: 1-800-306-1811 or 613-971-7333.

### Completion of Documents

The CCI or commercial invoice must include the following information:

- a. complete description of the goods being shipped, including the applicable United States "<u>Schedule B</u>" codes or United States Harmonized Tariff Schedule codes;
- b. value and terms of sale for each item (e.g. sale, loan, warranty, Incoterms 2000), including value of repairs, warranty repairs or replacement costs;

- c. the Contract number and financial codes (use Field 3 on the CCI form);
- d. country of origin of goods;
- e. when a NAFTA/CIFTA Certificate of Origin has been prepared, the "Description" field of the CCI or commercial invoice must include a statement confirming that it has been completed and is attached to that invoice.

# Distribution of Documents

- 1. The Contractor must attach the following to shipping container No. 1 of all shipments using a waterproof envelope marked "Canada Customs Documentation":
  - a. one (1) copy of the CCI or one (1) copy of the commercial invoice as applicable, and;
  - b. one (1) copy of the NAFTA Certificate of Origin (if applicable).
- 2. The second copy of each of the above-mentioned forms must be attached to the shipping documents.
- 3. A copy of the CIFTA Certificate of Origin must be faxed to 1-800-306-1811 or emailed to <u>DCBSCustoms@forces.gc.ca</u>.

# 6.15 Quality Assurance

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

# 6.16 Condition of Material - Contract - B1006C (2014-06-26)

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

# 6.17 Additional SACC Manual Clauses

B7500C	Excess Goods	2006-06-16
C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating - Canadian-based Contractors	2017-08-17
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D2025C	Wood Packaging Materials	2017-08-17
D6010C	Palletization	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30
G1005C	Insurance - No Specific Requirement	2016-01-28

# ANNEX "A" Line Item Details

- Bidders must complete all mandatory information under the columns identified as "**REQUIRED**" for each line item(s) proposed by the Bidder. Failure to provide the mandatory information, can result in the bid being declared non-responsive for the respective line item.
- Conditional prices will not be accepted.

Item	DESCRIPTION Must clearly indicate part number and N/CAGE offered *REQUIRED*	DESTINATION ADDRESS	U. of I.	Qty	DELIVERY REQUIRED BY	DELIVERY OFFERED *REQUIRED*	FIRM UNIT PRICE (as per section 4.3.1) *REQUIRED*	EXTENDED PRICE: Applicable taxes extra
1	MOUNT, VIEWER Part No.: 271248-1, NSCM/CAGE: 13567  P/N offered; NSCM/CAGE; Cert. of Conformance from the Original	Department of National Defence 25 CFSD Montreal Receipts Section 6363 NOTRE DAME ST E. MONTREAL, QC, H1N 3V9 CANADA	ea	55	30 Days ARO		\$	\$
2	MOUNT, VIEWER Part No.: 271248-1, NSCM/CAGE: 13567  P/N offered; NSCM/CAGE; Cert. of Conformance from the Original	Department of National Defence 25 CFSD Montreal Receipts Section 6363 NOTRE DAME ST E. MONTREAL, QC, H1N 3V9 CANADA	ea	55	60 Days ARO		\$	\$
						TOTAL	BID PRICE (currency)	\$

# ANNEX "B" TO PART 3 OF THE BID SOLICITATION Additional information

# 1. Electronic Payment of invoices - Bid H3027T (2016-01-28)

Canada requests that Bidders complete option 1 or 2 below:

- 1. () Electronic Payment Instruments will be accepted for payment of invoices. The following Electronic Payment Instrument(s) are accepted:
  - () Direct Deposit (Domestic and International);
  - o () Electronic Data Interchange (EDI);
  - () Wire Transfer (International Only);
- 2. () Electronic Payment Instruments will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by Electronic Payment Instruments. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion

# 2. Bidder's Representatives

Canada requests that Bidders provide information for the contact person responsible for:

General Enquiries		
Name:	 	 
Telephone:	 	 
Facsimile:	 	 
E-mail address:	 	 