

National Defence National Defence Headquarters Ottawa, Ontario K1A 0K2 Défense nationale Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

#### REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

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

Attn: Ron Coutu DAP 5-2-7 Solicitation No/ No de l'invitation: **W8485-195181/A** 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 No – No de 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 ciannexée, au(x) prix indique(s).

#### Sollicitation Closes – L'invitation prend fin

At - à : 14 :00 PM EDT - HAE

On - le : 02 October 2018

Title/Titre	Solicitation No – Nº de l'invitation		
VALVE SEAL - MASTER BRAKE CYLINDER	W8485-195181/A		
Date of Solicitation – Date de l'invitation			
17 September 2018			
Address Enquiries to – Adresser toutes questions à ronald.coutu@forces.gc.ca			
Telephone No. – N° de FAX No – N° de fax   téléphone FAX No – N° de fax			
N/A	N/A		
Destination			
25 CFSD Montreal, FCA Free Carrier			
Specified Herein Voir les présentes			

### Instructions: See herein.

#### **Instructions:** Voir les présentes

Delivery required - Livraison exigée	Delivery offered - Livraison proposée			
ASAP				
Vendor Name and Address - Raison	n 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			

# TABLE OF CONTENTS

PART 1	- GENERAL INFORMATION	.3
1.1	SECURITY REQUIREMENTS	3
1.2	REQUIREMENT	
1.3		
1.4 1.5	TRADE AGREEMENTS	-
PART 2	- BIDDER INSTRUCTIONS	.3
2.1	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	
2.2	SUBMISSION OF BIDS	
2.3	ENQUIRIES - BID SOLICITATION	
2.4	APPLICABLE LAWS	
PART 3	- BID PREPARATION INSTRUCTIONS	.4
3.1	BID PREPARATION INSTRUCTIONS	4
PART 4	- EVALUATION PROCEDURES AND BASIS OF SELECTION	. 5
4.1	Evaluation Procedures	5
4.2	BASIS OF SELECTION.	
PART 5	- CERTIFICATIONS AND ADDITIONAL INFORMATION	.6
5.1	CERTIFICATIONS REQUIRED WITH THE BID	
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	
6.3	STANDARD CLAUSES AND CONDITIONS	
6.4		
6.5	AUTHORITIES Payment	
6.6 6.7	PAYMENT	
6.8	Certifications and Additional Information	
6.9	APPLICABLE LAWS	-
6.10	PRIORITY OF DOCUMENTS	10
6.11	DEFENCE CONTRACT	
6.12	SACC MANUAL CLAUSES	
6.13	CONDITION OF MATERIAL - CONTRACT	11
6.14 6.15	PACKAGING REQUIREMENT USING SPECIFICATION D-LM-008-037/SF-000 SHIPPING INSTRUCTIONS/DELIVERY APPOINTMENTS	
ANNEX	"A" - LINE ITEM DETAILS	15

# PART 1 - GENERAL INFORMATION

# 1.1 Security Requirements

There is no security requirement associated with the requirement.

# 1.2 Requirement

The requirement is detailed under Article 6.2 of the resulting contract clauses.

# 1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 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).

# 1.5 Canadian Content

The requirement is subject to a preference for Canadian goods.

# PART 2 - BIDDER INSTRUCTIONS

# 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <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 2003 (2016-04-04) Standard Instructions – Goods and Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 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.

Bid Receiving – PWGSC 11 Laurier St. Place du Portage, Phase III Core 0B2 / Noyau 0B2 Gatineau, Québec K1A 0S5 Facsimile: 819-997-9776

# 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:

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 hard copy 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.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). 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.

# Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

# 3.1.1 Exchange Rate Fluctuation

SACC *Manual* Clause <u>C3011T</u> (2013-11-06), Exchange Rate Fluctuation.

# 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.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

### 4.1.1 Mandatory Technical Evaluation

The Contractor must provide the items detailed at Annex "A" - Line Item Details.

### 4.1.2 Financial Evaluation

SACC Manual Clause A0066T (2007-05-25), Prices Items

Bidders must submit firm prices for all items listed in Annex "A" - Line Item Details.

### 4.2 Basis of Selection

4.2.1 SACC Manual Clause A0031T (2010-08-16), Basis of Selection – Mandatory Technical Criteria

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 will be recommended for award of a contract.

# 4.2.2

In the event of responsive bids not having lowest evaluated price but having the shortest delivery time for a specific line item, the basis of selection will be based on the shortest delivery time for the component in question. The responsive bid with the shortest delivery time 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 <u>Forms for the Integrity Regime</u> website (<u>http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html</u>), to be given further consideration in the procurement process.

### 5.1.2.1 Canadian Content Certification

SACC Manual Clause A3061T (2010-01-11), Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause <u>A3050T</u>, may be considered.

Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.

The Bidder certifies that:

() the good(s) offered are Canadian goods as defined in paragraph 1 of clause <u>A3050T</u>.

# 5.1.2.1.1 Canadian Content Definition

SACC Manual clause A3050T (2014-11-27), Canadian Content Definition

# 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</u> Policy (<u>http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</u>), 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 Employment and Social Development Canada (ESDC) - Labour's website (http://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 the 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 <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. the definition of Minister is modified in the:

"Canada", "Crown", "Her Majesty" or "the Government" paragraph in the Interpretation section by replacing "the Minister of Public Works and Government Services" with "the Minister of National Defence". The amended paragraph reads as follows:

The terms "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 as soon as possible.

# 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:

Name: Ron Coutu Title: Contracting Officer Department of National Defence (DND) Directorate: DGAEPM Address: 101 Colonel By Drive, Ottawa ON K1A 0K2.

Telephone: \_\_\_\_ \_\_\_ \_\_\_ Facsimile: E-mail address: ronald.coutu@forces.gc.ca

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

# 6.5.2 Technical Authority

The Technical Authority for the Contract is:

Name:	
Title:	_
Department of N	lational Defence
Directorate:	
Address:	
Telephone:	
Facsimile:	
E-mail address:	

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the 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

Name:	
Title:	
Address:	
Talanhan	o.

relephone
Facsimile:
E-mail:

### 6.6 Payment

### 6.6.1 Basis of Payment

SACC Manual Clause (C0207C) (2013-04-25), Basis of Payment – Firm Price, Firm Unit Prices(s) or Firm Lot Price(s).

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex "A" for a cost of \$ \_\_\_\_\_. Customs duties are excluded and Applicable Taxes are extra.

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

## 6.6.2 Single Payments

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

### 6.6.3 SACC Manual Payment Clauses

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

SACC *Manual* Clause <u>C2605C</u> (2008-05-12), Canadian Customs Duties and Sales Tax - Foreign-based Contractor.

### 6.6.4 Electronic Payment of Invoices – Contract

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

Electronic Data Interchange (EDI);

### 6.7 Invoicing Instructions

SACC Manual Clause H5001C (2008-12-12), Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following addresses for certification and payment.

Department of National Defence 25 CFSD Montreal Box 4000 STN K Attn: 25 CFSD Invoices Section Montreal, Quebec H1N 3R9 Canada

b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

c. UPON DELIVERY, one (1) copy with shipping details must be sent via email to:

Department of National Defence Attn: xxxxx.xxxx@forces.gc.ca DGAEPM / DAP-5, 101 Colonel By Drive, Ottawa ON K1A 0K2

# 6.8 Certifications and Additional Information

# 6.8 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### 6.9 Applicable Laws

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

# 6.10 **Priority of Documents**

If there is a discrepancy between the 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) DND contract number (W8485-195181);
- (b) the general conditions 2010A (2018-06-21), General Conditions Goods (Medium Complexity);
- (c) Annex "A" Line Item Details; and
- (d) the Contractor's bid dated \_\_\_\_\_

# 6.11 Defence Contract

SACC Manual Clause A9006C (2012-07-16) Defence Contract

# 6.12 SACC *Manual* Clauses

SACC *Manual* Clause <u>A0300T</u> (2015-07-03), Military Aviation Replacement Parts – Condition and Certification of Deliverables End Items

SACC *Manual* Clause <u>A0301C</u> (2007-05-25), Military Aviation Replacement Parts - Maintenance of Records

SACC Manual Clause A3060C (2008-05-12), Canadian Content Certification

SACC *Manual* Clause <u>A0301T</u> (2007-05-25), Military Aviation Replacement Parts – Substitutes and Traceability

SACC Manual Clause B7500C (2006-06-16), Excess Goods

SACC Manual Clause C2608C (2015-02-25), Canadian Customs Documentation

SACC Manual Clause D0050C (2007-05-25), End User Certificate

SACC Manual Clause D2000C (2007-11-30), Marking

SACC Manual Clause D2001C (2007-11-30), Labelling

SACC *Manual* clause D5545C (2010-08-16) ISO 9001:2008 Quality Management Systems - Requirements (QAC C) applies to Item 1

SACC Manual Clause G1005C (2016-01-28), Insurance - No Specific Requirement

# 6.12.1 Military Aviation Replacement Parts – Airworthiness Documentation

SACC Manual Clause D9010C (2015-02-25)

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

### 6.13 Condition of Material – Contract

SACC Manual Clause B1006C (2014-06-26), Condition of Material - Contract

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.

### 6.14 Packaging Requirement using Specification D-LM-008-036/SF-000

6.14.1 SACC Manual Clause D3018C (2014-09-25)

The Contractor must prepare Item 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 Number (1) in quantities of one (1) each by package.

6.14.2 SACC Manual Clause D2025C (2017-08-17), Wood packaging materials

All wood packaging materials used in shipping must conform to the <u>International Standards for</u> <u>Phytosanitary Measures No. 15: Regulation of Wood Packaging Material in International Trade (ISPM 15)</u>.

Pertinent additional information on Canada's import and export programs is provided in the following Canadian Food Inspection Agency policy directives:

D-98-08 - Entry Requirements for Wood Packaging Materials Produced in All Areas Other Than the Continental United States

D-13-01 – Canadian Heat Treated Wood Products Certification Program (HT Program)

# 6.15 Shipping Instructions/Delivery Appointments

- **6.15.1** SACC *Manual* Clause <u>D0035C</u> (2018-06-21), Shipping Instructions (Department of National Defence) Foreign-based Contractors
  - Delivery will be FCA Free Carrier at \_\_\_\_\_\_ (insert the named place, e.g. Contractor's facility) Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.
  - 2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

Inbound Logistics 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 Cl1 <u>Canada Customs Invoice</u> (PDF 429KB) (<u>Help on File 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;
  - 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 material safety data sheet.

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

- **6.15.2** SACC *Manual* Clause <u>D0037C</u> (2016-01-28), Shipping Instructions (Department of National Defence) Canadian-based Contractor
  - Delivery will be FCA Free Carrier at \_\_\_\_\_\_ (Insert the named place, e.g. Contractor's <u>facility</u>) 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: <u>ILHQOttawa@forces.gc.ca</u>

- 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</u> <u>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.

# ANNEX "A" - Line Item Details

Item	Requirement	Bidder's Proposed Delivery Date	Destination	Unit of Issue	Firm Quantity	All- Inclusive Firm Unit Price, FCA Free Carrier	Total Item Cost
1	VALVE SEAL - MASTER BRAKE CYLINDER NSN: 1630-20-A0T- 0931 Part No: 59923 NSCM/CAGE: 81982 ( <i>if applicable</i> ) Please review the notes at the bottom of ANNEX "A"		Department of National Defence 25 CFSD Montreal 6363 Notre Dame St. E. Montreal, QC H1N 3V9 CANADA Attn: 25 CFSD Receipts Section	EA	20		
Sub-T	otal						\$
Applic	cable Taxes			Ins	ert amount a	F	ST: \$ IST: \$ ST: \$
Total						\$	

NOTE: