



**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

**SOLICITATION AMENDMENT  
MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

**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

<b>Title - Sujet</b> CONTROL UNIT	
<b>Solicitation No. - N° de l'invitation</b> W8482-195448/A	<b>Amendment No. - N° modif.</b> 001
<b>Client Reference No. - N° de référence du client</b> W8482-195448	<b>Date</b> 2019-03-26
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$VCI-010-27249	
<b>File No. - N° de dossier</b> 010vci.W8482-195448	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2019-05-06</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Leboeuf, Thomas	<b>Buyer Id - Id de l'acheteur</b> 010vci
<b>Telephone No. - N° de téléphone</b> (613) 294-5122 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

Instructions: See Herein

Instructions: Voir aux présentes

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

---

## AMENDMENT 001

This amendment is raised to make the following changes:

1. At page 3 of 21 of the Request for Proposal document, **2.1 Standard Instructions, Clauses and Conditions:**

**Delete:** In its entirety

**Insert:**

### **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](#) (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

- a) Section 05, Subsection 4 is amended as follows:

Delete: 60 days

Insert: 90 days

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL EFFECT.**

---

## TABLE OF CONTENTS.

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>2</b>
1.1 SECURITY REQUIREMENTS .....	2
1.2 REQUIREMENT .....	2
1.3 DEBRIEFINGS .....	2
1.4 TRADE AGREEMENTS .....	2
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>3</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	3
2.2 SUBMISSION OF BIDS.....	3
2.3 ENQUIRIES - BID SOLICITATION.....	4
2.4 APPLICABLE LAWS.....	4
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>5</b>
3.1 BID PREPARATION INSTRUCTIONS .....	5
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>7</b>
4.1 EVALUATION PROCEDURES.....	7
4.2 BASIS OF SELECTION - MULTIPLE ITEMS .....	7
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>8</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	8
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	8
<b>PART 6 - RESULTING CONTRACT CLAUSES .....</b>	<b>9</b>
6.1 SECURITY REQUIREMENTS .....	9
6.2 REQUIREMENT .....	9
6.3 STANDARD CLAUSES AND CONDITIONS.....	9
6.4 TERM OF CONTRACT .....	9
6.5 AUTHORITIES .....	9
6.6 PAYMENT .....	10
6.7 INVOICING INSTRUCTIONS .....	11
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	12
6.9 APPLICABLE LAWS.....	12
6.10 PRIORITY OF DOCUMENTS .....	12
6.11 DEFENCE CONTRACT .....	12
6.12 SACC <i>MANUAL</i> CLAUSES.....	12
6.13 SERIALIZED MATERIAL.....	12
6.14 PACKAGING.....	13
6.15 QUALITY ASSURANCE.....	13
6.16 RELEASE DOCUMENTS - DISTRIBUTION .....	13
6.17 SHIPPING INSTRUCTIONS .....	14
<b>ANNEX "A" – LINE ITEMS DETAILS.....</b>	<b>18</b>
<b>ANNEX "B" - ELECTRONIC PAYMENT INSTRUMENTS .....</b>	<b>19</b>
<b>ANNEX "C" - ADDITIONAL ITEM DETAILS .....</b>	<b>20</b>
<b>ANNEX "D" – MATERIEL IDENTIFICATION DATA SET (MIDS) .....</b>	<b>21</b>

Solicitation No. - N° de l'invitation  
W8482-195448/A  
Client Ref. No. - N° de réf. du client  
W8482-195448

Amd. No. - N° de la modif.  
File No. - N° du dossier  
010VCI.W8482-195448

Buyer ID - Id de l'acheteur  
010VCI  
CCC No./N° CCC - FMS No./N° VME

---

## **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 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 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 [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](#) (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

- a) Section 05, Subsection 4 is amended as follows:

Delete: 60 days  
Insert: 90 days

#### 2.1.1 SACC Manual Clauses

SACC Manual Clause [B1000T](#) (2014-06-26) Condition of Materiel - Bid

SACC Manual Clause [A9130T](#) (2014-11-27) Controlled Goods Program – Bid (for item 01)

#### 2.1.2 Equivalent Products

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
  - a. designates the brand name, model and/or part number of the substitute product;
  - b. states that the substitute product is fully interchangeable with the item specified;
  - c. provides complete specifications and descriptive literature for each substitute product;
  - d. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
  - e. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
2. Products offered as equivalent in form, fit, function and quality will not be considered if:
  - a. the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
  - b. the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. 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 bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

### 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 in the bid solicitation.

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

Solicitation No. - N° de l'invitation  
W8482-195448/A  
Client Ref. No. - N° de réf. du client  
W8482-195448

Amd. No. - N° de la modif.  
File No. - N° du dossier  
010VCI.W8482-195448

Buyer ID - Id de l'acheteur  
010VCI  
CCC No./N° CCC - FMS No./N° VME

---

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### **2.4 Applicable Laws**

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its 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)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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 [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://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

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 do not have to quote a price for every line item in the bid solicitation in order to be evaluated.
3. Bidders must provide individual prices for each destination.
4. More than one contract may be awarded in response to this solicitation.



### 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 Risk Mitigation

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form [PWGSC-TPSGC 450](#) , Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
4. At time of bidding, the Bidder must complete columns (1) to (4) on form [PWGSC-TPSGC 450](#) , for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

## Section III: Certifications

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



---

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

Bidders must indicate the Part Number and the NSCM/NCAGE they are offering in Annex "A" - Line Items Details.

#### 4.1.2 Financial Evaluation

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

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 foreign-based bidders.

### 4.2 Basis of Selection - Multiple Items

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 item by item 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 Federal Contractors Program for Employment Equity - Bid Certification

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

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

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

There is no security requirement applicable to the Contract.

### 6.2 Requirement

The Contractor must provide the items detailed in the Annex "A" – Line Items Details.

### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

[2010A](#) (2018-06-21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Delivery Date

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

#### 6.4.2 Delivery Points

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

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Thomas Leboeuf  
Title: Intern Officer  
Public Works and Government Services Canada  
Acquisitions Branch, Marine Sustainment Directorate,  
Directorate: Marine Services & Small Vessels Sector  
Address: 2-SC21, 455, Boulevard de la Carrière, Gatineau, QC, J8Y 6V7  
Telephone: 613-294-5122  
E-mail address: thomas.leboeuf@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: **(To be completed at contract award)**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_

Solicitation No. - N° de l'invitation  
W8482-195448/A  
Client Ref. No. - N° de réf. du client  
W8482-195448

Amd. No. - N° de la modif.  
File No. - N° du dossier  
010VCI.W8482-195448

Buyer ID - Id de l'acheteur  
010VCI  
CCC No./N° CCC - FMS No./N° VME

Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
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: **(To be completed at contract award)**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

#### Delivery Follow-Up:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone No: \_\_\_\_\_  
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 Items Details for a cost of \$ \_\_\_\_\_ (*insert the amount at contract award*). Customs duties are \_\_\_\_\_ (*insert "included", "excluded" OR "subject to exemption"*) 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

SACC Manual clause [H1001C](#) (2008-05-12) Multiple Payments

### 6.6.3 SACC Manual Clauses

SACC Manual Clause [C2000C](#) (2007-11-30) Taxes - Foreign-based Contractor

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

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

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

SACC Manual Clause [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) Name and address of the consignee(s);
- c) Item number, quantity, part number, reference number and description;
- d) Contract numbers.

2. Invoices must be distributed as follows:

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

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

**AND**

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

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

Department of National Defence  
101 Colonel By Drive  
Ottawa, Ontario K1A 0K2  
Attention: D Mar P 5-4-2-8

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

## 6.8 Certifications and Additional Information

### 6.8.1 Compliance

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

### 6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (**To be completed at contract award**)

### 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](#) (2018-06-21), General Conditions - Goods (Medium Complexity)
- c. Annex A – Line Items Details;
- d. Annex B – Electronic Payment Instruments;
- e. Annex C – Additional Item Details;
- f. Annex D – Materiel Identification Data Set;
- 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

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

### 6.12 SACC Manual Clauses

SACC Manual Clause [A9062C](#) (2011-05-16) Canadian Forces Site Regulations

SACC Manual Clause [A9068C](#) (2010-01-11) Government Site Regulations

SACC Manual Clause [A9131C](#) (2014-11-27) Controlled Goods Program – Contract (For line item 01)

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

SACC Manual Clause [D2000C](#) (2007-11-30) Marking

SACC Manual Clause [D2001C](#) (2007-11-30) Labelling

SACC Manual Clause [D0050C](#) (2007-05-25) End User Certificate

SACC Manual Clause [D2025C](#) (2013-11-06) Wood Packaging Materials

SACC Manual Clause [D6010C](#) (2007-11-30) Palletization

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

### 6.13 Serialized Material

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

- NSN 2030-99-909-6504

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 Packaging**

The Contractor must prepare line items 01-02 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 line items 01-02 in quantities of one (1) by package.

##### **6.14.1 Additional Package Markings - Identical**

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

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

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

#### **6.15 Quality Assurance**

*SACC Manual* clause [A1009C](#) (2008-05-12) Work Site Access

*SACC Manual* clause [D5510C](#) (2017-08-17) Quality Assurance Authority (DND) - Canadian-based Contractor

*SACC Manual* clause [D5515C](#) (2010-01-11) Quality Assurance Authority (DND) - Foreign-based and United States Contractor

*SACC Manual* clause [D5540C](#) (2010-08-16) ISO 9001:2008 Quality Management Systems - Requirements (Quality Assurance Code Q) for line item 01.

*SACC Manual* Clause [D5545C](#) (2010-08-16) ISO 9001:2008 - Quality Management Systems - Requirements (Quality Assurance Code C) for line item 02.

#### **6.16 Release Documents - Distribution**

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

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

National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2  
Attention: D Mar P 5-4-2-8

- 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

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.

#### 6.16.1 Release Documents

SACC Manual clause [D5604C](#) (2008-12-12) Release Documents (DND) - Foreign-based Contractor

SACC Manual clause [D5605C](#) (2010-01-11) Release Documents (DND) - US based Contractor

SACC Manual clause [D5606C](#) (2017-11-28) Release Documents (DND) - Canadian-based Contractor

#### 6.17 Shipping Instructions

##### 6.17.1 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.
  - a. *Insert the following for all sole source contracts, except repair and overhaul, where the Contractor is located in Canada:*  
Inbound Logistics Co-ordination Center (ILCC)  
Telephone: 1-877-877-7423 (toll free)  
Facsimile: 1-877-877-7409 (toll free)  
E-mail: [ILHQOttawa@forces.gc.ca](mailto:ILHQOttawa@forces.gc.ca)
  - b. *Insert the following for all repair and overhaul contracts where the Contractor is located between Kingston inclusive and westward to the Ontario/Manitoba border:*  
Inbound Logistics Central Area (ILCA)  
Telephone: 1-866-371-5420 (toll free)  
Facsimile: 1-866-419-1627 (toll free)  
E-mail: [ILCA@forces.gc.ca](mailto:ILCA@forces.gc.ca)
  - c. *Insert the following for all repair and overhaul contracts where the Contractor is located in Manitoba, Saskatchewan, Alberta, British Columbia, and the National Capital Region inclusive to east of Kingston:*  
Inbound Logistics Coordination Center (ILCC)  
Telephone: 1-877-877-7423 (toll free)  
Facsimile: 1-877-877-7409 (toll free)  
E-mail: [ILHQOttawa@forces.gc.ca](mailto:ILHQOttawa@forces.gc.ca)
  - d. *Insert the following for all repair and overhaul contracts where the Contractor is located in Quebec:*



Inbound Logistics Quebec Area (ILQA)  
Telephone: 1-866-935-8673 (toll free), or  
1-514-252-2777, ext. 4673, 2852  
Facsimile: 1-866-939-8673 (toll free), or  
1-514-252-2911  
E-mail: [25DAFCTrafficQM@forces.gc.ca](mailto:25DAFCTrafficQM@forces.gc.ca)

- e. Insert the following for all repair and overhaul contracts where the Contractor is located in Atlantic (New Brunswick, Prince Edward Island, Nova Scotia, Newfoundland and Labrador):

Inbound Logistics Atlantic Area (ILAA)  
Telephone: 1-902-427-1438  
Facsimile: 1-902-427-6237  
E-mail: [BlogILAA@forces.gc.ca](mailto:BlogILAA@forces.gc.ca)

3. The Contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:
- the Contract number;
  - consignee address (for multiple addresses, items must be packaged and labelled separately with each consignee address);
  - description of each item;
  - the number of pieces and type of packaging (i.e., carton, crate, drum, skid);
  - actual weight and dimensions of each piece type, including gross weight;
  - full details of dangerous goods/hazardous products, as required for the applicable mode of transportation, signed certificates for dangerous goods/hazardous products as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable Canadian [Transportation of Dangerous Goods Regulations](#), and a copy of the safety data sheet in English and French.
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, and the marking of each piece with a Transportation Control Number.
5. The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.
6. If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either 30 days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or 30 days following the delivery date specified in the Contract, whichever is later.

**6.17.2 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
- 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: [ILHQOttawa@forces.gc.ca](mailto:ILHQOttawa@forces.gc.ca)  
OR
  - b. Insert the following when the Contractor is located in United Kingdom (UK) and Ireland:  
Inbound Logistics United Kingdom (ILUK):  
Telephone: 011-44-1895-613023, or 011-44-1895-613024, or  
Facsimile: 011-44-1895-613046  
E-mail: [CFSUEDetUKMovements@forces.gc.ca](mailto:CFSUEDetUKMovements@forces.gc.ca)  
In addition, the Contractor must send to ILUK the completed form "Shipping Advice and Export Certificate" by e-mail to: [CFSUEDetUKMovements@forces.gc.ca](mailto:CFSUEDetUKMovements@forces.gc.ca).  
The shipment of any items above the value of 600 GBP (pound sterling) being exported from the United Kingdom and Ireland will be cleared by DND using Her Majesty's Customs & Excise (HMCE) New Export Systems (NES). The Contractor must comply with HMCE requirements by registering with HMCE or by having a freight forwarder complete the entry. A printed copy of the NES entry Export Declaration clearly displaying the Declaration Unique Consignment Reference Number must be provided by the Contractor and attached to the consignment. The Contractor must ensure that this procedure is carried out for all stores whether they be initial purchase or repair and overhaul export items. HMCE will authorize Canadian Forces Support Unit (Europe) to ship the goods only if the procedure has been adhered to completely and properly by the Contractor. **Note:** To ensure you receive a reply on any contracting information such as Incoterms etc, always include the e-mail address: [ILHQcontract-ILHQcontrat@forces.gc.ca](mailto:ILHQcontract-ILHQcontrat@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](mailto: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: [ILHQcontract-ILHQcontrat@forces.gc.ca](mailto:ILHQcontract-ILHQcontrat@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](mailto:ILHQOttawa@forces.gc.ca)  
Canada is responsible for the carrier selection for shipments of the goods supplied under this FMS contract. Instructions on how to obtain carrier selection from Canada are contained in U.S. Department of Defense 4000.25-8-M, Military Assistance Program Address Directory, and Canadian Special Instructions Indicator (SII). The Contractor must not ship the goods until the SII has been complied with.
3. The Contractor must provide the following information to the DND Inbound Logistics contact when arranging for shipment:
- a. the Contract number;

- 
- b. consignee address (if multiple addresses, items must be packaged and labeled separately with each consignee address);
    - c. description of each item;
    - d. the number of pieces and type of packaging (e.g. carton, crate, drum, skid);
    - e. actual weight and dimensions of each piece type, including gross weight;
    - f. copy of the commercial invoice (in accordance with clause [C2608C](#), section 4, of the [Standard Acquisition Clauses and Conditions Manual](#)) or a copy of the Canada Border Services Agency form CI1 [Canada Customs Invoice](#) (PDF 429KB) - ([Help on File Formats](#));
    - g. [Schedule B](#) codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
    - h. North American Free Trade Agreement Certificate of Origin (in accordance with clause C2608C, section 2) for the U.S. and Mexico only;
    - i. full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transport Association regulations or the applicable Canadian [Dangerous Goods Shipping Regulations](#) and a copy of the 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.

Solicitation No. - N° de l'invitation  
W8482-195448/A  
Client Ref. No. - N° de réf. du client  
W8482-195448

Amd. No. - N° de la modif.  
File No. - N° du dossier  
010VCI.W8482-195448

Buyer ID - Id de l'acheteur  
010VCI  
CCC No./N° CCC - FMS No./N° VME

---

## **ANNEX "A" – Line Items Details**

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

Solicitation No. - N° de l'invitation  
W8482-195448/A  
Client Ref. No. - N° de réf. du client  
W8482-195448

Amd. No. - N° de la modif.  
File No. - N° du dossier  
010VCI.W8482-195448

Buyer ID - Id de l'acheteur  
010VCI  
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);

Solicitation No. - N° de l'invitation  
W8482-195448/A  
Client Ref. No. - N° de réf. du client  
W8482-195448

Amd. No. - N° de la modif.  
File No. - N° du dossier  
010VCI.W8482-195448

Buyer ID - Id de l'acheteur  
010VCI  
CCC No./N° CCC - FMS No./N° VME

## ANNEX "C" - ADDITIONAL ITEM DETAILS

Please see below the additional item details for the NSN 5985-99-853-6205.

NSN	DESCRIPTION				
2030-99-909-6504	N/A				
5985-99-853-6205	<table><tr><th>Characteristic</th><th>Reply</th></tr><tr><td><b>GENERAL CHARACTERISTICS</b> <b>ITEM DESCRIPTION</b></td><td>STEEL PLATE,1090 MM LG,550 MM W: 2 RAISED CIRCULAR STEEL PLATES ONE END,1 RAISED TRIANGULAR STEEL PLATE WITH 4 HOLES: 125 MM O/A H:SUPPLIED WITH 18 OFF PACKERS,M16 BOLTS,M16 NUTS AND 36 WASHERS</td></tr></table>	Characteristic	Reply	<b>GENERAL CHARACTERISTICS</b> <b>ITEM DESCRIPTION</b>	STEEL PLATE,1090 MM LG,550 MM W: 2 RAISED CIRCULAR STEEL PLATES ONE END,1 RAISED TRIANGULAR STEEL PLATE WITH 4 HOLES: 125 MM O/A H:SUPPLIED WITH 18 OFF PACKERS,M16 BOLTS,M16 NUTS AND 36 WASHERS
Characteristic	Reply				
<b>GENERAL CHARACTERISTICS</b> <b>ITEM DESCRIPTION</b>	STEEL PLATE,1090 MM LG,550 MM W: 2 RAISED CIRCULAR STEEL PLATES ONE END,1 RAISED TRIANGULAR STEEL PLATE WITH 4 HOLES: 125 MM O/A H:SUPPLIED WITH 18 OFF PACKERS,M16 BOLTS,M16 NUTS AND 36 WASHERS				

Solicitation No. - N° de l'invitation  
W8482-195448/A  
Client Ref. No. - N° de réf. du client  
W8482-195448

Amd. No. - N° de la modif.  
File No. - N° du dossier  
010VCI.W8482-195448

Buyer ID - Id de l'acheteur  
010VCI  
CCC No./N° CCC - FMS No./N° VME

---

## **ANNEX “D” – MATERIEL IDENTIFICATION DATA SET (MIDS)**

Please see attached Excel spreadsheet “*Annex D – Materiel Identification Data Set*”.