



National Defence

Défense nationale

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Quartier général de la Défense nationale
Ottawa (Ontario)
K1A 0K2

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

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

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

Or By/Ou par Fax To/A: (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 indiqué(s).

Title/Titre MARINE LIFE SAVING AND DIVING EQUIPMENT/EQUIPEMENT MARINS DE PLONGEE ET DE SAUVETAGE	Solicitation No – N° de l’invitation W8485-195535/B
Date of Solicitation – Date de l’invitation 18/07/2019	
Address Enquiries to – Adresser toutes questions à National Defence Headquarters 101 Colonel By Drive Ottawa ON K1A 0K2 Attn: Jason M. Larose, DAP 2-2-7 jason.larose@forces.gc.ca	
Telephone No. – N° de téléphone 819-939-0825	FAX No – N° de fax
Destination	

Instructions:

Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

**Solicitation Closes –
L’invitation prend fin**

At – à :

14 :00 / 2 :00 PM

On - le :

12/08/2019

Delivery required - Livraison exigée ON/OR BEFORE LE/OU AVANT 06/11/2019	Delivery offered - Livraison proposée
Vendor Name and Address - Raison sociale et adresse du fournisseur	
Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)	
Name/Nom _____	Title/Titre _____
Signature _____	Date _____

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

1.2 Requirement

The requirement is detailed under "Line Item Detail" at **Annex A**.

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 North American Free Trade Agreement (NAFTA) and 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>) 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 (2019-03-04) Standard Instructions – Goods and Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 05, Submission of Bids – Subsection 4 is amended as follows:

Delete: 60 days
Insert: 90 days
- c) Section 20, Further information – Subsection 2 is deleted in its entirety.

2.1.1 SACC Manual Clauses

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

B3000T (2006-06-16) Equivalent Products/ Substitutes (Form, Fit and Function)

2.1.2 Reissue of Bid Solicitation

This bid solicitation cancels and supersedes previous bid solicitation number **W8485-195535/A** dated **May 8th, 2019** with a closing of **June 17th, 2019 at 2:00 PM**. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous 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 on page 1 of the bid solicitation.

2.3 Enquiries - Bid Solicitation

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

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

2.4 Applicable Laws

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

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

2.5 Military aviation replacement parts: Condition and certification of deliverables end items

The following categories do not apply to standard and commercial parts. Standard parts consist of common hardware parts and raw materials, not necessarily designed for aviation use, produced to recognized industry or government specifications, which are available without proprietary limitations (such as Society of Automotive Engineers (SAE), National Aerospace Standard (NAS), Army-Navy Aeronautical Standard (AN), and Military Standard (MS) hardware items). Commercial parts consist of common non-aeronautical parts produced to recognized industry specifications and available on the commercial market. Deliverable standard and commercial parts must be in a new condition.

1. Category #1 - New Materiel

Deliverable end items to be manufactured or which have been manufactured but not used, which are supplied by:

- a. the owner of the design or manufacturing rights to the items; or,
- b. the authorized manufacturer or agent/distributor of the owner of the design or manufacturing rights to the items; or
- c. distributors approved by Transport Canada (TC) or accredited by the Aviation Suppliers Association, for parts that have an application to a civilian type certified aircraft; or
- d. maintenance organizations approved/accredited by TC, the Department of National Defence (DND)/Canadian Forces Technical Airworthiness Authority or repair stations certified by the Federal Aviation Administration (FAA).

2. Category #2 - New Surplus Materiel

Deliverable end items, unused and supplied by an entity other than Category #1 sources. Full traceability documentation back to the owner of the design or manufacturing rights to the items or their authorized manufacturer or agent/distributor is required.

3. Category #3 - Other Condition

Any deliverable end item condition other than Category # 1 or Category #2. Should the Bidder be offering deliverable end items in Category #3, a complete description of the item's condition and all available traceability documentation is required with the bid. Bids containing parts identified in this category are subject to evaluation by Canada.

Deliverable End Item Grid

Bidders must indicate the NATO Supply Code for Manufacturers or Commercial and Government Entity (NSCM/CAGE) code of the manufacturing entity under the appropriate category of the grid. For example, if a Bidder is offering a Category #1 item(s), it must indicate the NSCM number under that category as per the example below. Bidders may use additional pages to provide the complete description called up under Category #3 if necessary.

Item	Category 1 New Materiel	Category 2 New Surplus Materiel	Category 3 Other Condition
For example	NSCM: ABC12 Name: PWGSC	_____	_____
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____

Requirements for Airworthiness Certification

The requirements for airworthiness certification do not apply to the provision of standard and commercial parts. Standard and commercial parts must be accompanied by a packing slip that identifies the name and address of the supplier, the NATO stock number, identification of the manufacturing standard (e.g. SAE, NAS, AN, MS) and manufacturer's part number and model number as applicable; quantity, identification of the lot or batch number if applicable; and the cure date/shelf life if applicable.

Bidders are advised that the Contractor must provide the following airworthiness documentation, for each unit of issue, within the interior packaging or attached to the good(s) supplied under the resulting contract. Note that this requirement is in addition to documentation required in support of invoice payment or other documentation requirements identified within the Contract:

1. Category #1 and #2 military unique aviation replacement parts must have an Original Equipment Manufacturer (OEM) or an OEM's approved manufacturer's Certificate of Conformance, which includes all the following information:
 - a. positive identification of the item by type, class, style, grade, model, part number, description, nomenclature and/or serial number, as applicable;
 - b. either the following certification, or a similarly worded statement, signed by an authorized inspector, that satisfies the intent of the following:
I certify that the aeronautical product described here conforms to the applicable design data and is in a condition for safe operations.
 - c. identification of both the authorized signatory and the organization.
2. Category #1 and #2 items, which have an application to a civilian type certified aircraft, must be supplied with a Certificate of Conformance, namely:
 - a. form TCCA Form One, Authorized Release Certificate, signed by a TC authorized inspector, within the two (2) years before contract award;
 - b. FAA Form 8130-3, Airworthiness Approval Tag, or a FAA Form 8130-4, Export Certificate of Airworthiness, signed by a FAA authorized inspector, within the two (2) years before contract award;
 - c. European Aviation Safety Agency (EASA) Form One, Authorized Release Certificate, signed by an EASA authorized inspector, within the two (2) years before contract award;
or
 - d. OEM's or OEM's approved manufacturer's Certificate of Conformance; which includes:
 - i. positive identification of the item by type, class style, grade, model, part number, description, nomenclature, and/or serial number, as applicable;
 - ii. either the following certification, or a similarly worded statement, signed by an authorized inspector, that satisfies the intent of the following:
I certify that the aeronautical product described here conforms to the applicable design data and is in a condition for safe operations.
 - iii. identification of both the authorized signatory and organization.
3. Bidders must specify which one of the documents identified above will be provided for each item required to be supplied in response to the bid solicitation.

2.5.1 Military aviation replacement parts – Substitutes and Traceability

The Part Number and NATO Supply Code for Manufacturers (NSCM(s), or the Commercial And Government Entity (CAGE) code indicated in the bid solicitation are the only ones known to the Department of National Defence that meet the form, fit and function requirements of the Original Equipment Manufacturer (OEM) approved type design of the aircraft in which they will be installed.

If the Bidder proposes to supply any part with an alternative Part Number or NSCM/CAGE code, the Bidder must provide, with its bid, all the technical information (e.g. drawings, specifications, engineering reports, and/or test reports) necessary to clearly demonstrate that the part proposed has the form, fit and function characteristics equivalent to the Part Number(s) and NSCM/CAGE code(s) specified in the bid solicitation.

Failure to provide the required technical information will result in the bid being declared non-responsive with respect to any part for which such information was requested.

If a part is not manufactured by the OEM of the aircraft, then it must be manufactured by an authorized supplier to the OEM or by the original manufacturer of the part chosen for use by the OEM of the aircraft (or the successor of or licensed by that original manufacturer). Canada reserves the right to verify with the OEM of the aircraft that the manufacturer of a part proposed is in fact authorized by the OEM to produce that part or supplies that part to the OEM.

If the Bidder proposes to supply any part with an alternative Part Number or NSCM/CAGE code, the Bidder must provide the following substitution notice fully completed.

Substitution Notice

1. Item Number: _____

2. Original Technical Data (as referenced below):
 - a. Part Number: _____
 - b. NSCM/CAGE code: _____
 - c. Other: _____

3. Proposed Change(s)
 - a. Part Number: _____
 - b. NSCM/CAGE code: _____
 - c. Other: _____

4. Reason for Change/Supporting Data:

The Bidder is advised that availability and retention of records of the manufacturer sufficient to constitute proof of origin will be a condition of the resulting Contract.

2.6 Substitute Products – Samples (Department of National Defence)

If the Bidder offers a substitute product, Canada reserves the right to request a sample from the Bidder in order to determine its equivalency in form, fit, function, quality and performance to the item specified in the bid solicitation.

The Bidder must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within **“7 Calendar Days”** from the date of request. The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet

the requirements of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive

2.7 Technical Data Package

In order to receive the Technical Data Packages for this solicitation, bidders must provide the following details with their request:

- Company Name
- Complete mailing & physical address (P.O. Box numbers are not acceptable)
- Area code and telephone number
- Requestor's name
- E-mail address
- Solicitation Number & Closing Date

Please send your request electronically to: jason.larose@forces.gc.ca

2.8 Confidential Information for Bidding

In order to prepare a bid in response to the bid solicitation, suppliers must have access to information that is confidential or proprietary to Canada or a third party. It is a condition of the bid solicitation that bidders sign a Confidentiality Agreement substantially in the form set out in **Annex B** before being given access to such information at a facility identified in the bid solicitation or before it is provided to them as part of the bid solicitation.

Please refer to Annex "B" of the Bid Solicitation. The Confidentiality Agreement must be filled out by the Vendor and return to:

Jason.Larose@forces.gc.ca

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (1 hard copy)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

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. The total amount of Applicable Taxes must be shown separately.

Bidders should include the following information in their financial bid:

1. Their legal name;
2. The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to:
 - their bid; and any contract that may result from their bid.

PLEASE NOTE: IF APPLICABLE, IT IS MANDATORY FOR THE BIDDER TO BID ON IDENTICAL LINE ITEMS (I.E. IDENTICAL NATO STOCK NUMBER), AS ONLY THE DELIVERY LOCATION DIFFERS.

Section III: Certifications

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

3.1.1 Exchange Rate Fluctuation

C3011T (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.

4.1.1 Technical Evaluation

Bidders must explain and demonstrate how they propose to meet the mandatory technical requirements as outlined at **Annex A – Requirement**.

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

A0031T (2010-08-16), Basis of Selection – Mandatory Technical Criteria

4.2.1 Identical Low Bids – Best Value

If identical low bids are received, the Treasury Board Contracting Policy (subsection 10.8.17) provides that the contract should be awarded on the basis of best value. Our evaluation method, of identical low bids, will be conducted by evaluating the following terms provided by the bidder, in the order provided below, to identify the most favorable option for Canada:

- a. Delivery date offered by the bidder
- b. Time the bid was received by the bidder
- c. Track record of the bidder (after-sales service)

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 otherwise specified, 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 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 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>), 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.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

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 Requirement

The Contractor must provide the items detailed under the "Line Item Detail" at Annex "A".

6.2.1 Condition of Material – Contract

Option 1

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.

OR

Option 2

If the material is not new production of current manufacture, or is from a source other than the principal manufacturer or its accredited agent, it must be unused and in new condition, provided by an approved contractor with the latest approved modifications incorporated as applicable, and include the release notes.

Name of manufacturer: _____

Date of manufacture: _____

Cure date if the item contains elastomeric material: _____

(NOTE TO BIDDER: To be inserted at contract award).

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2010A (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 Contract Period

The contract period is from award to _____. (**NOTE TO BIDDER:** *To be inserted at contract award*).

6.4.2 Delivery Date

All the deliverables must be received on or before _____. (**NOTE TO BIDDER:** *To be inserted at contract award*).

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jason M. Larose
Title: Senior Materiel Acquisition and Support Officer
DGAEPM/DAP/DAP 2-2-7
Department of National Defence
Directorate Aerospace Procurement
Address: 101 Colonel By Drive
Ottawa, ON
K1A 0K2
DAP 2-2-7
E-mail address: jason.larose@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 *to be determined*. (**NOTE TO BIDDER:** *To be provided at contract award*).

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 (*NOTE TO BIDDER: must be filled out and submitted by the Vendor with their bids*)

The person responsible for:

General enquiries:

Name: _____
Telephone No.: _____
Facsimile No.: _____
E-mail address: _____

Delivery follow-up:

Name: _____
Telephone No.: _____
Facsimile 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 unit price**, as specified in **Annex A**, for a cost of \$_____ **for Line Item no.____**. Customs duties are excluded and Applicable Taxes are extra. (*NOTE TO BIDDER: To be inserted at contract award*).

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 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);

6.6.3 Single Payment

H1000C (2008-05-12) Single Payment

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.
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.

W1941

Department of National Defence
25 CFSD Montreal
P.O. Box 4000 Stn K
Montreal, QC H1N 3R9
Attention: Accounts Payable Section

AND

W2481

Department of National Defence
7 Canadian Forces Supply Depot
PO Box 10500 Station Forces
Edmonton, AB T5J 4J5
ATT: Invoice Section

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

6.8 Certifications and Additional Information

6.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

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 wordings 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 2003 (2019-03-04) Standard Instructions – Goods and Services – Competitive Requirements
- (c) The general conditions 2010A (2018-06-21), General Conditions - Goods (Medium Complexity);
- (d) Annex A, Requirement;
- (e) The Contractor's bid dated _____. (**NOTE TO BIDDER: To be inserted at contract award**).

6.11 Defence Contract

A9006C (2012-07-16) Defence Contract

6.12 SACC Manual Clauses

A0301C (2007-05-25) Military Aviation Replacement Parts- Maintenance of Records
B1202C (2007-05-25) Age Control of Elastomeric Materials
B7500C (2006-06-16) Excess Goods
C2000C (2007-11-30) Taxes - **Foreign-based Contractor**
C2605C (2008-05-12) Canadian Customs Duties and Sales Tax - **Foreign-based Contractor**
C2608C (2019-05-30) Canadian Customs Documentation - **Foreign-based Contractor**
D0050C (2007-05-25) End User Certificate
D6010C (2007-11-30) Palletization
D9002C (2007-11-30) Incomplete Assemblies
G1005C (2016-01-28) Insurance – No Specific Requirement

6.13 Packaging Requirement

The Contractor must prepare all item numbers for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification *D-LM-008-036/SF-000*, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package item numbers in quantities of one (1) per package, and **must package** all item numbers, as located under description on **Annex A**.

D2000C (2007-11-30), Markings
D2001C (2007-11-30), Labelling
D2025C (2017-08-17), Wood Packing Materials

6.14 Quality Assurance

D5510C (2017-08-17) Quality Assurance Authority (Department of National Defence) - Canadian based Contractor

OR

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

D5540C (2019-05-30), ISO 9001:2008 – Quality Management Systems - Requirements (**Quality Assurance Code Q**)

6.15 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. Serial number; and/or
 - b. 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*.

6.16 Military Aviation Replacement Parts- Airworthiness Documentation

The Contractor must provide Airworthiness Documentation, for each item, within the interior packaging or attached to the good(s) supplied:

- a. Certificate of compliance.

6.17 Shipping Instructions – Department of National Defence

6.17.1 Shipping Instructions (Department of National Defence) - Canadian-based Contractor

1. Delivery will be FCA Free Carrier at the _____ (***Please provide the name of the location, i.e. contractor's location***), Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.
2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.
Inbound Logistics Co-ordination Center (ILCC)
Telephone: 1-877-877-7423 (toll free)
Facsimile: 1-877-877-7409 (toll free)
E-mail: ILHQOttawa@forces.gc.ca
3. The Contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:
 - a. the Contract number;
 - b. consignee address (for multiple addresses, items must be packaged and labelled separately with each consignee address);
 - c. description of each item;
 - d. the number of pieces and type of packaging (i.e., carton, crate, drum, skid);
 - e. actual weight and dimensions of each piece type, including gross weight;
 - f. full details of dangerous goods/hazardous products, as required for the applicable mode of transportation, signed certificates for dangerous goods/hazardous products as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable Canadian Transportation of Dangerous Goods Regulations, and a copy of the safety data sheet in English and French.
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, and the marking of each piece with a Transportation Control Number.
5. The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.
6. If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either 30 days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or 30 days following the delivery date specified in the Contract, whichever is later.

OR

6.17.1 Shipping Instructions (Department of National Defence) - Foreign-based Contractors

1. Delivery will be FCA Free Carrier at the _____ (***Please provide the name of the location, i.e. contractor's location***), 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), and delete the unused options and this instruction.

- a. *Insert the following when the Contractor is located in the United States (U.S.):*

Inbound Logistics Coordination Center (ILCC):
Telephone: 1-877-447-7701 (toll free)
Facsimile: 1-877-877-7409 (toll free)
E-mail: ILHQOttawa@forces.gc.ca

OR

- b. *Insert the following when the Contractor is located in United Kingdom (UK) and Ireland:*

Inbound Logistics United Kingdom (ILUK):
Telephone: 011-44-1895-613023, or 011-44-1895-613024, or
Facsimile: 011-44-1895-613047
E-mail: CFSUEDetUKMovements@forces.gc.ca

In addition, the Contractor must send to ILUK the completed form "Shipping Advice and Export Certificate" by e-mail to: CFSUEDetUKMovements@forces.gc.ca. The shipment of any items above the value of 600 GBP (pound sterling) being exported from the United Kingdom and Ireland will be cleared by DND using Her Majesty's Customs & Excise (HMCE) New Export Systems (NES). The Contractor must comply with HMCE requirements by registering with HMCE or by having a freight forwarder complete the entry. A printed copy of the NES entry Export Declaration clearly displaying the Declaration Unique Consignment Reference Number must be provided by the Contractor and attached to the consignment. The Contractor must ensure that this procedure is carried out for all stores whether they be initial purchase or repair and overhaul export items. HMCE will authorize Canadian Forces Support Unit (Europe) to ship the goods only if the procedure has been adhered to completely and properly by the Contractor.

OR

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

OR

- d. Insert the following for U.S. Foreign Military Sales (FMS):
Inbound Logistics Coordination Center (ILCC):
Telephone: 1-877-447-7701 (toll free)
Facsimile: 1-877-877-7409 (toll free)
Email: ILHQOttawa@forces.gc.ca
Canada is responsible for the carrier selection for shipments of the goods supplied under this FMS contract. Instructions on how to obtain carrier selection from Canada are contained in U.S. Department of Defense 4000.25-8-M, Military Assistance Program Address Directory, and Canadian Special Instructions Indicator (SII). The Contractor must not ship the goods until the SII has been complied with.
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 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.

6.18 Release Documents, Quality Assurance Code Q

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

OR

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

OR

D5606C (2017-11-28) Release Documents (Department of National Defence) - Canadian-based Contractor

D5620C (2012-07-16) Release Documents - Distribution – (For QAC: Q)

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:

National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
Attention: Jason M. Larose, DAP 2-2-7

- d. One (1) copy to the Quality Assurance Representative;
- e. One (1) copy to the Contractor; and
- f. For all non-Canadian contractors, one (1) copy to:

DQA/Contract Administration
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca.

6.19 Pre-production Sample

1. Pre-production Samples: The Contractor must provide **one (1) pre-production samples**, accompanied by the sealed sample(s) if applicable, to the Technical Authority for acceptance within **thirty (30) calendar days** from **date of contract award**.

Government Available Material: The Contractor must purchase, within **seven (7) calendar days** following the date of contract award, sufficient materials from Canada to make up pre-production sample(s) and submit for approval before commencing production.

2. If the first sample(s) are rejected, the Contractor must submit the second sample(s) within fifteen (15) calendar days of notification of rejection from the Technical Authority.

3. The Contractor must carry out all required inspection and tests to verify conformance to the technical requirements of the Contract.
4. The Contractor must provide the sample(s), and a copy of the inspection and test report(s), to the Technical Authority, transportation charges prepaid, and without charge to Canada. The sample(s) submitted by the Contractor will remain the property of Canada.
5. The Technical Authority will notify the Contractor, in writing, of the conditional acceptance, acceptance or rejection of the sample(s). A copy of this notification will be provided by the Technical Authority to the Contracting Authority. The notice of conditional acceptance or acceptance does not relieve the Contractor from complying with all requirements of the specification(s) and all other conditions of the Contract.
6. The Contractor must not commence or continue with production of the items and must not make any deliveries until the Contractor has received notification from the Technical Authority that the sample(s) are acceptable. Any production of items before sample acceptance will be at the sole risk of the Contractor.
7. Rejection by the Technical Authority of the second sample(s) submitted by the Contractor for failing to meet the contract requirements, will be grounds for termination of the Contract for default.
8. The sample(s) may not be required if the Contractor is currently in production. The request for waiver of sample(s) must be made by the Contractor in writing to the Technical Authority. The waiving of this requirement will be at the discretion of the Technical Authority. If the Technical Authority agrees to the Contractor's request, the Contracting Authority will issue an amendment to incorporate the waiving of this requirement in the Contract.

ANNEX "A"

REQUIREMENT – Line item details

Item	Description	Unit of Issue	Quantity	Destination Address	Invoice Address	Quality Assurance Control	Controlled Goods	Firm Unit Price, Applicable Taxes Extra	Applicable Taxes	Delivery Lead Time	Extended Price	
1	NSN: 4220-20-009-4370 LIFE RAFT,INFLATABLE P/N: 1527547-1 NCAGE: 36376 (DGAEPM)	EA	15	25 CF Supply Depot Montreal, Quebec 6363 Notre Dame St. E. Montreal, QC H1N 1V9	Department of National Defence 25 DAFC Montréal C.P. 4000 Succ K Montreal, QC H1N 3R9 Canada Attn: 25 CFSD Comptes payables	Q	NO	\$	\$		\$	
2	NSN: 4220-20-009-4370 LIFE RAFT,INFLATABLE P/N: 1527547-1 NCAGE: 36376 (DGAEPM)	EA	10	7 CF Supply Depot Lancaster Park 195 Ave & 82 nd St., Bldg 236 Edmonton, Alberta T5J 4J5	Department of National Defence 7 CFSD Edmonton P.O. Box 10500 Edmonton, Alberta T5J 4J5 Canada ATTN : Accounts payable	Q	NO	\$	\$		\$	
SUB TOTAL										\$		
APPLICABLE TAXES		INSERT AMOUNT AS							GST:	\$		
									HST:	\$		
									PST:	\$		
TOTAL										\$		

ATTACHMENT 1 TO PART 3 OF THE - BID SOLICITATION

ALTERNATE – Line item details

Item	Description	Unit of Issue	Quantity	Destination Address	Invoice Address	Quality Assurance Control	Controlled Goods	Firm Unit Price, Applicable Taxes Extra	Applicable Taxes	Delivery Lead Time	Extended Price	
1		EA	15	25 CF Supply Depot Montreal, Quebec 6363 Notre Dame St. E. Montreal, QC H1N 1V9	Department of National Defence 25 DAFC Montréal C.P. 4000 Succ K Montreal, QC H1N 3R9 Canada Attn: 25 CFSD Comptes payables	Q	NO	\$	\$		\$	
2		EA	10	7 CF Supply Depot Lancaster Park 195 Ave & 82 nd St., Bldg 236 Edmonton, Alberta T5J 4J5	Department of National Defence 7 CFSD Edmonton P.O. Box 10500 Edmonton, Alberta T5J 4J5 Canada ATTN : Accounts payable	Q	NO	\$	\$		\$	
SUB TOTAL											\$	
APPLICABLE TAXES									INSERT AMOUNT AS	GST:	\$	
										HST:	\$	
										PST:	\$	
TOTAL											\$	

ANNEX "B" to PART 2 OF THE - BID SOLICITATION

CONFIDENTIALITY AGREEMENT

Confidentiality Agreement

TO: HER MAJESTY THE QUEEN IN RIGHT OF CANADA ("CANADA"), AS REPRESENTED BY THE MINISTER OF NATIONAL DEFENCE

The description of the requirement of this bid solicitation contains information that is confidential or proprietary to Canada or to a third party (the Confidential Information) that is not to be disclosed or used in any way other than as set out below.

1. The Supplier agrees that:
 - a. it must not, without first obtaining the written permission of the Contracting Authority, disclose to anyone, other than an employee or a proposed subcontractor with a need to know, the Confidential Information;
 - b. it must not make copies of the Confidential Information or use it for any purpose other than for the preparation of a bid in response to the bid solicitation identified above;
 - c. at close or early termination of the bid period, it must immediately deliver the Confidential Information to the Contracting Authority as well as every draft, working paper and note that contains any information related to the Confidential Information.
2. The Supplier must require any proposed subcontractor referred to in (a) above to execute a Confidentiality Agreement on the same conditions as those contained in this agreement.
3. The Supplier acknowledges and agrees that it will be liable for any and all claims, loss, damages, costs, or expenses incurred or suffered by Canada caused by the failure of the Supplier, or by anyone to whom the Supplier discloses the Confidential Information to comply with these conditions.
4. Nothing in this Confidentiality Agreement should be construed as limiting the Supplier's right to disclose any information to the extent that such information:
 - a. is or becomes in the public domain through no fault of the Supplier or any proposed subcontractor;
 - b. is or becomes known to the Supplier from a source other than Canada, except any source that is known to the Supplier to be under an obligation to Canada not to disclose the information;
 - c. is independently developed by the Supplier; or
 - d. is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

Name of Supplier

Signed by its authorized representative

Date

ANNEX “C” to PART 3 OF THE - BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

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