

#### **National Defence**

National Defence Headquarters Ottawa, Ontario K1A 0K2

#### Défense nationale

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

# REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

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

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

Fax: 819-997-9776

### **Proposal To: National Defence Canada**

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

#### Proposition à : Défense nationale Canada

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

# Solicitation Closes – L'invitation prend fin

At - à: 14:00 EST

On - le: 16/12/2019

Title/Titre:   BEARING SLEEVE/COUSSINET	N/0402 405002/D
BEAKING SLEEVE/COUSSINET	W8482-195083/B
Date of Solicitation – Date de l'invitation 04 NOV 19	
Address Enquiries to – Adresser toutes question	ıs à
Sonja McFadyen	
Sonja.McFadyen2@forces.gc.ca	
Telephone No. – N° de téléphone	
religione No. 14 de telephone	
Destination	
See herein	

#### **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.

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



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CCC No./N° CCC - FMS No./N° VME

#### **PART 1 - GENERAL INFORMATION**

#### 1.1 Reissue of Bid Solicitation

This bid solicitation cancels and supersedes previous bid solicitation number W8482-195083/A dated January 10, 2019 with a closing of February 26, 2019 at 14:00 EST. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

#### 1.2 Requirement

The requirement is detailed in Annex "A", line Item Details and in the Design Data List, DDL-8482-195083 (31-May-19).

#### 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).

#### 1.5 Canadian Content

The requirement is subject to a preference for Canadian goods and /or services.

#### 1.6 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 E" 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.

### 1.7 Office of the Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent venue for Canadian bidders to raise complaints regarding the award of federal contracts under \$25,300 for goods and under \$101,100 for services.

Should you have any issues or concerns regarding the award of a federal contract below these dollar amounts, contact OPO by e-mail at <a href="mailto:boa.opo@boa-opo.gc.ca">boa.opo@boa-opo.gc.ca</a>, by telephone at 1-866-734-5169, or by web at <a href="mailto:www.opo-boa.gc.ca">www.opo-boa.gc.ca</a>. For more information about OPO, including the available services, please visit the OPO website.

### **PART 2 - BIDDER INSTRUCTIONS**

#### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-andguidelines/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 or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 20, Further Information is deleted in its entirety.

#### 2.1.1 SACC Manual Clauses

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

#### 2.2 Submission of Bids

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

### 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 Design Data List (DDL)

To order a copy of the DDL, drawings, and specifications, bidders must contact the Contracting Authority by email and provide their full mailing address. If bidders have not received the documents at least ten (10) calendar days prior to bid closing date, bidders should communicate with the Contracting Authority.

### 2.5 Applicable Laws

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

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

### **PART 3 - BID PREPARATION INSTRUCTIONS**

#### 3.1 Bid Preparation Instructions

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

Amd. No. - N° de la modif.

File No. - N° du dossier

Buyer ID - Id de l'acheteur 25C CCC No./N° CCC - FMS No./N° VME

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)

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.

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). 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
- use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

### Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

### Section III: Certifications

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

### 3.1.1 Electronic Payment of Invoices - Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "D" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "D" 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 <a href="PWGSC-TPSGC 450">PWGSC-TPSGC 450</a>, 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 <a href="PWGSC-TPSGC 450">PWGSC-TPSGC 450</a>, 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.

#### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

# 4.1.1 Technical Evaluation

### 4.1.1.1 Mandatory Technical Criteria

- a. Bidders must indicate the Part Number and the NSCM/NCAGE they are offering.
- b. Bidders proposing an equivalent or a Substitute Product must indicate the brand name and model and/or Part Number and the NSCN/NCAGE they are offering.

### 4.1.1.2 Equivalent Products - Bid

- a) This bid solicitation includes requirements to propose equipment (each, a Line Item) that has been specified by brand name, NATO Stock Number (NSN), and/or part number in order to ensure compatibility, interoperability and interchangeability with existing equipment owned by Canada.
- b) Where equipment has been described in this bid solicitation by NSN and/or part number, and more than one part number is listed as associated with a single NSN Line Item.

equivalency will be assessed against the first part number listed under the NSN. Other part numbers listed under that NSN will be considered to meet the requirement without requiring an assessment as an equivalent product, unless this bid solicitation specifies otherwise.

- c) Proposed equipment that is a replacement part number (superseded or obsolete) from the Original Equipment Manufacturer of a part number listed under a Line Item must be assessed as an equivalent product under this Article, in order to be considered to meet the requirement.
- d) Products that are equivalent in form, fit, function and quality that are fully compatible, interchangeable, and interoperable with the existing equipment owned by Canada as identified in the web links associated with each Line Item will be considered where the Bidder:
  - i. clearly designates in its bid the brand name, NATO Stock Number, and/or part number of the proposed equivalent product;
  - provides complete specifications and descriptive technical documentation for each equivalent item proposed;
  - iii. substantiates the compliance of its proposed equivalent by demonstrating that it meets all mandatory performance criteria that are specified in this bid solicitation;
  - iv. demonstrates that the equipment is fully compatible, interoperates with and is interchangeable with the corresponding Line Item(s) specified in this bid solicitation; and
  - v. clearly identifies those areas in the specifications and descriptive technical documentation that demonstrate the equivalence of the proposed equivalent product.
- e) If requested during evaluation, the Bidder must submit a sample of any proposed equivalent product to the Contracting Authority for testing.
- f) If requested during evaluation, the Bidder must provide a demonstration of its proposed equivalent product.
- g) Proposed equivalent products will be declared non-responsive if:
  - i. the bid fails to provide all the information (including Certifications) required to allow the Contracting Authority to evaluate the equivalency of the proposed equivalent, including additional information requested by the Contracting Authority during the evaluation to supplement the information submitted in the bid (Note: it is the responsibility of the Bidder to include all information required to evaluate equivalency as described above; however, all bidders acknowledge that Canada will have the right, but not the obligation, to request any additional information during the evaluation that it requires to make a determination regarding equivalency);
  - ii. the Contracting Authority determines that the proposed equivalent fails to meet or exceed the mandatory requirements specified in this bid solicitation; or
  - iii. the Contracting Authority determines that the proposed equivalent is not equivalent in form, fit, function or quality to the item(s) specified in this bid

solicitation or that the proposed equivalent is not fully compatible, interoperable and interchangeable with the existing equipment owned by Canada.

#### 4.1.2 Financial Evalution

SACC Manual clause A0222T (2014-06-26) - Evaluation of Price - Canadian / Foreign Bidders

Bidders must submit prices in Canadian dollars. Bids submitted in foreign currency will be rejected.

#### 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 NSN by NSN basis will be recommended for award of a contract.

4.2.1 More than one contract may be awarded in response to this solicitation.

#### PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

# 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

#### 5.1.2 Product Conformance

The Bidder certifies that all goods proposed conform, and will continue to conform throughout the duratic	٦C
of the contract, to the requirement detailed under the "Line Item Detail" and in the Design Data List,	
DDL-8482-195083 (31-May-19).	

Bidder's authorized representative signature	Date

#### 5.1.3 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

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

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

Bidders must clearly identify below which items meet the definition of Canadian good and complete the certification below.

The Bidder certifies that:

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

#### 5.1.3.1 SACC Manual clause

SACC Manual clause A3050T (2018-12-06) Canadian Content Definition

#### 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the <a href="Ineligibility and Suspension Policy">Ineligibility and Suspension Policy</a> (<a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html">http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</a>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 5.2.2 Integrity Provisions - List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide a list of names.

### 5.2.3 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the <a href="Employment and Social">Employment and Social</a> <a href="Development Canada (ESDC">Development Canada (ESDC)</a> - Labour's 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**

Buyer ID - Id de l'acheteur

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

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

### 6.2 Requirement

solicitation.

The requirement is detailed in Annex "A", Line Item details and in the Design Data List, DDL-8482-195083 (31-May-19).

#### 6.3 Standard Clauses and Conditions

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

#### 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:

Definition of Minister is modified as follows:

"Canada", "Crown", "Her Majesty" or "the Government"means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract to the end of the warranty period as described in Section 09 of 2010A(2018-06-21) General Conditions – Goods (Medium Complexity).

### 6.4.2 Delivery Date

All the deliverables must be received on or after April 1, 2020.

DND reserves the right to negotiate delivery date changes to before or after March 31, 2020.

### 6.4.3 Delivery Points

Delivery of the requirement will be made to delivery points specified at Annex "A" of the Contract.

#### 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Sonja McFadyen

Solicitation No. - N° de l'invitation W8482-195083/B Client Ref. No. - N° de réf. du client Amd. No. - N° de la modif. File No. - N° du dossier Buyer ID - Id de l'acheteur 25C CCC No./N° CCC - FMS No./N° VME

Title: Materiel Acquisition and Support Officer

Directorate: D MAR P 4-3-3-7 Address: 101 Colonel By Drive Ottawa, Ontario, K1A 0K2

E-mail address: Sonja.McFadyen2@forces.gc.ca

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

### 6.5.2 Technical Authority

The Technical Authority for the Contract is:
Name:
Title:
Organization:
Address:
Telephone:
Facsimile:
Telephone: Facsimile: E-mail address:
The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the
Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.
6.5.3 Contractor's Representative
The Contractor's Representative for the Contract is:
Name:
Title:
Title: Organization:
Address:
Telephone:
Facsimile: E-mail address:
E-mail address:
6.6 Payment

## 6.6.1 Basis of Payment - Firm Price

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 "B", Basis of Payment. Customs duties are excluded and Applicable Taxes are extra.

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

#### 6.6.2 **Limitation of Price**

SACC Manual clause C6000C (2017-08-17), Limitation of Price

#### 6.6.3 **SACC Manual Clauses**

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

SACC Manual clause C2000C (2007-11-30), Taxes - Foreign-based Contractor SACC Manual clause C2608C (2019-05-30), Canadian Customs Documentation SACC Manual clause C2605C (2008-05-12), Canadian Customs Duties and Sales Tax - Foreign-based Contractor

#### 6.6.4 **Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using 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**

Invoicing Instructions

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 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 4-3-4-4

c. One (1) copy must be forwarded to the consignee.

#### 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 Ontario.

### 6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) The general conditions 2010A (2018-06-21), General Conditions Goods (Medium Complexity);
- (c) Annex A. Line Item Details:
- (d) Annex B, Basis of Payment
- (e) Annex C, Technical Specifications
- (f) Annex D, Electronic Payment Instructions
- (g) Annex F, Questions and Answers
- (h) the Contractor's bid dated .

### 6.11 Defence Contract

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

### 6.12 Condition of Material-Contract

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

### 6.13 SACC Manual Clauses

Buyer ID - Id de l'acheteur 25C CCC No./N° CCC - FMS No./N° VME

A3060C (2008-05-12) Canadian Content Certification

B7500C (2006-06-16) Excess Goods

C2800C (2013-01-28) Priority Rating

C2801C (2017-08-17) Priority Rating: Canadian-based contractors

D2000C (2007-11-30) Marking

D2001C (2007-11-30) Labelling

D9002C (2007-11-30) Incomplete Assemblies

G1005C (2016-01-28) Insurance- No Specific Requirement

C3015C (2017-08-17), Exchange rate fluctuation adjustment

### 6.14 Equivalency of Equipment

#### **6.14.1 Equivalent Products – Contract**

- a) The Contractor guarantees that the equipment to be delivered under the Contract is:
  - i. equivalent in form, fit, function and quality to the equipment requested by Canada that was described in the bid solicitation that resulted in the Contract
  - ii. fully compatible, interchangeable and interoperable with the existing equipment owned by Canada.
- b) The Contractor also guarantees that any warranties with third parties concerning the existing equipment owned by Canada will not be adversely affected by Canada's use of the equipment delivered under the Contract (for example, by interconnecting the equipment) or by any other services provided by the Contractor under the Contract. If Canada determines in its sole discretion that any such warranty has been adversely affected, at Canada's sole option, the Contractor must:
  - i. pay to Canada the amount that Canada must pay to the original supplier (or an authorized reseller of that supplier) to re-certify Canada's existing equipment for warranty purposes and any other amounts paid by Canada to a third party in order to restore the equipment to full warranty status;
  - ii. perform all warranty work on Canada's existing equipment in place of the original supplier; or
  - iii. pay to Canada the amount that Canada must pay to the original supplier (or an authorized reseller of that supplier) to perform maintenance work on the equipment that otherwise would have been covered by the warranty.
- c) The Contractor agrees that, during the Contract Period, if Canada determines that any of the equipment is not equivalent in form, fit, function and quality to the existing equipment owned by Canada or is not fully compatible, interchangeable and interoperable with the existing equipment owned by Canada, the Contractor must immediately and entirely at its own expense take all steps necessary to ensure that the equipment satisfies these requirements (for example, by implementing any additional software or firmware), failing which Canada will have the immediate right to terminate the Contract for default. The Contractor agrees that, if Canada terminates the

Contract for this reason, the Contractor must pay to Canada the costs of reprocuring the equipment from a third party and the difference, if any, in price paid by Canada to the third party. The Contractor acknowledges that its failure to deliver equivalent equipment that satisfies the above requirements may result in the Contractor (as well as its affiliates and any other entities with whom the Contractor or its principals do not deal at arm's length) being unable to propose equivalent substitutes in response to future DND bid solicitations.

Note to Bidders: This article will only be included in a resulting contract if equivalent products have been proposed.

#### 6.15 **Quality Assurance**

D5545C (2019-05-30) ISO 9001:2015 - Quality Management Systems - Requirements (Quality Assurance Code C)

#### 6.16 **Asbestos**

The contractor shall not use asbestos in the equipment unless no feasible alternative is available, in which case rationale shall be provided. Any parts containing asbestos shall be properly labelled, and the part number and location be explicitly identified in technical documentations

#### 6.17 **Packaging**

#### 6.17.1 D3016C (2014-09-25) Packaging Requirement using Specification D-LM-008-037/SF-000

The Contractor must prepare item numbers 1-6 for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-037/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package item numbers 001 - 006 in quantities of 1 (ONE) by package.

### 6.17.2 D2025C (2017-08-17) Wood Packaging Materials

### 6.17.3 D6010C (2007-11-30) Palletization

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

#### OR

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

- Delivery will be FCA Free Carrier at \_\_\_\_\_\_ (insert the named place, e.g. Contractor's facility)
  Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department
  of National Defence (DND). Onward shipment from the delivery point to the consignee will be
  Canada's responsibility
- 2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.
  - a. Insert the following when the Contractor is located in the United States (U.S.): Inbound Logistics Coordination Center (ILCC):

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

OR

b. Insert the following when the Contractor is located in United Kingdom (UK) and Ireland: Inbound Logistics United Kingdom (ILUK):

Telephone: 011-44-1895-613023, or 011-44-1895-613024, or

Facsimile: 011-44-1895-613046

E-mail: CFSUEDetUKMovements@forces.gc.ca

In addition, the Contractor must send to ILUK the completed form "Shipping Advice and Export Certificate" by e-mail to: CFSUEDetUKMovements@forces.gc.ca.

Export Certificate" by e-mail to: <a href="CFSUEDetUKMovements@forces.gc.ca">CFSUEDetUKMovements@forces.gc.ca</a>.

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: <a href="LHQOttawa@forces.gc.ca">LLHQOttawa@forces.gc.ca</a> in carbon copy (cc).

OR

c. Insert the following when the Contractor is located in a country other than Canada, the U.S., the UK and Ireland:

Inbound Logistics Europe Area (ILEA):

Telephone: +49-(0)-2203-908-1807 or 2748 or 5304

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

Email: ILEA@forces.gc.ca

**Note:** To ensure you receive a reply on any contracting information such as Incoterms etc, always include the e-mail address: <a href="mailto:lLHQOttawa@forces.gc.ca">lLHQOttawa@forces.gc.ca</a> in carbon copy (cc).

- 3. The Contractor must provide the following information to the DND Inbound Logistics contact when arranging for shipment:
  - a. the Contract number;
  - b. consignee address (if multiple addresses, items must be packaged and labeled separately with each consignee address);
  - c. description of each item;
  - d. the number of pieces and type of packaging (e.g. carton, crate, drum, skid);
  - e. actual weight and dimensions of each piece type, including gross weight;

f. copy of the commercial invoice (in accordance with clause <u>C2608C</u>, section 4, of the <u>Standard Acquisition Clauses and Conditions Manual</u>) or a copy of the Canada Border Services Agency form CI1 <u>Canada Customs Invoice</u> (PDF 429KB) - (<u>Help on File</u> 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 <u>Dangerous Goods Shipping Regulations</u> and a copy of the safety data sheet.
- 4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, the marking of each piece with a Transportation Control Number and customs documentation.
- 5. The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.
- 6. If the Contractor delivers the goods at a place and time that are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
- 7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either 30 days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or 30 days following the delivery date specified in the Contract, whichever is later.

### 6.19 Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request of a party, provide a proposal for an alternative dispute resolution process to resolve any dispute arising between the parties respecting the interpretation or application of a term or condition of this contract. The parties may consent to participate in the proposed alternative dispute resolution process and to bear the cost of such process. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at <a href="mailto:boa.opo@boa.opo.gc.ca">boa.opo@boa.opo.gc.ca</a>.

#### 6.20 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the complainant respecting administration of this Contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by email at <a href="mailto:boa.opo@boa.opo.gc.ca">boa.opo@boa.opo.gc.ca</a>, by telephone at 1-866-734-5169 or by web at <a href="mailto:boa.opo@boa.opo.gc.ca">boa.opo@boa.opo.gc.ca</a>,

# **ANNEX A - LINE ITEM DETAILS**

Item	<b>Description</b> Further detail provided at  Annex C - Long Text Description	Unit of Issue	Quantity	Delivery and Invoice Codes  Definition can be found at Appendix 1 to Annex A	Security Requirement	Quality Assurance Code (QAC)	Controlled Goods (CTAT or ITAR)	Trade Agreement
	NSN: 3120-21-911-7814  Name: BEARING SLEEVE  PN Requested: DL-0068649-1			CFB Halifax Delivery Code				
001	NCAGE: 36219 Manufacturer: DGMEPM	EACH	3	007X	NO	С	NO	CFTA
	OR EQUIVALENT Equivalent offers must comply with RFP Equivalent Products clauses and specify:			Invoice Code				
	PN offered: NCAGE: Manufacturer:			W010B				
	NSN: 3120-21-911-7814  Name: BEARING SLEEVE  PN Requested: DL-0068649-1			CFB Esquimalt  Delivery Code				
002	NCAGE: 36219 Manufacturer: DGMEPM	EACH	3	002E	NO	С	NO	CFTA
002	OR EQUIVALENT Equivalent offers must comply with RFP Equivalent	EXCIT		Invoice Code			140	CITA
	Products clauses and specify: PN offered: NCAGE: Manufacturer:			W0103				

# **ANNEX A - LINE ITEM DETAILS**

Item	<b>Description</b> Further detail provided at  Annex C - Long Text Description	Unit of Issue	Quantity	Delivery and Invoice Codes  Definition can be found at Appendix 1 to Annex A	Security Requirement	Quality Assurance Code (QAC)	Controlled Goods (CTAT or ITAR)	Trade Agreement
	NSN: 3120-21-907-7149  Name: BEARING SLEEVE  PN Requested: DL-0068647-1			CFB Halifax Delivery Code				
003	NCAGE: 36219 Manufacturer: DGMEPM	EACH	3	007X	NO	С	NO	CFTA
003	OR EQUIVALENT Equivalent offers must comply with RFP Equivalent Products clauses and specify:	E/GIT	J	Invoice Code	0	, and the second	0	Ci iii
	PN offered: NCAGE: Manufacturer:			W010B				
	NSN: 3120-21-907-7149 Name: BEARING SLEEVE PN Requested: DL-0068647-1			CFB Esquimalt  Delivery Code				
004	NCAGE: 36219 Manufacturer: DGMEPM	EACH	3	002E	NO	С	NO	CFTA
004	OR EQUIVALENT Equivalent offers must comply with RFP Equivalent			Invoice Code				
	Products clauses and specify: PN offered: NCAGE: Manufacturer:			W0103				

# **ANNEX A - LINE ITEM DETAILS**

ltem	<b>Description</b> Further detail provided at  Annex C - Long Text Description	Unit of Issue	Quantity	Delivery and Invoice Codes  Definition can be found at Appendix 1 to Annex A	Security Requirement	Quality Assurance Code (QAC)	Controlled Goods (CTAT or ITAR)	Trade Agreement
	NSN: 3120-21-906-2249  Name: BEARING SLEEVE  PN Requested: DL-0068646-1			CFB Halifax Delivery Code				
005	NCAGE: 36219 Manufacturer: DGMEPM	EACH	3	007X	NO	С	NO	CFTA
	OR EQUIVALENT Equivalent offers must comply with RFP Equivalent			Invoice Code				
	Products clauses and specify: PN offered: NCAGE: Manufacturer:			W010B				
	NSN: 3120-21-906-2249 Name: PEADING GLEEN/E		3	CFB Esquimalt	NO	С	NO	CFTA
	PN Requested: DL-0068646-1			Delivery Code				
006	NCAGE: 36219 Manufacturer: DGMEPM	EACH		002E				
	OR EQUIVALENT Equivalent offers must comply with RFP Equivalent			Invoice Code				
	Products clauses and specify: PN offered: NCAGE: Manufacturer:			W0103				

Buyer ID - Id de l'acheteur 25C CCC No./N° CCC - FMS No./N° VME

### **APPENDIX 1 TO ANNEX A - DELIVERY AND INVOICE CODES**

Supply Depot	Delivery Code	Delivery Address	Invoice Code	Invoice Address
CFB HALIFAX	007X	Department of National Defence CFB Halifax Main Warehouse Bldg D206 Door 1 thru 13 HMC Dockyard Halifax, NS B3K 5X5 Canada	W010B	Department of National Defence Maritime Forces Atlantic Accts Payable Bldg. S90, Room 334 2686 Sextant Lane, Stadacona P.O. Box 99000, Stn Forces Halifax NS B3K 5X5 Canada
CFB ESQUIMALT	002E	Department. of National Defence CFB Esquimalt Attn: Receiving Bldg 66 Colwood Victoria, BC V9C 1B0 Canada	W0103	Department. of National Defence Base Logistics Officer CFB Esquimalt Stn Forces P.O. Box 17000 Victoria, BC V9A 7N2 Canada

# **ANNEX B-BASIS OF PAYMENT**

Item		Description	Unit of Issue	Quantity	Delivery and Invoice Codes  Definition can be found at Appendix 1 to Annex A	FIRM UNIT PRICE: Customs and duties excluded, applicable taxes extra	EXTENDED PRICE: Applicable taxes extra	Applicable taxes (%)
	NSN:	3120-21-911-7814			CFB Halifax			
	Name:	BEARING SLEEVE	FACIL	2	Delivery Code			
001			EACH	3	007X			
					Invoice Code			
					W010B			
	NSN:	3120-21-911-7814			CFB Esquimalt			
	Name:	BEARING SLEEVE	_		Delivery Code			
002			EACH	3	002E			
					Invoice Code			
					W0103			
	NSN:	3120-21-907-7149			CFB Halifax			
	Name:	BEARING SLEEVE			Delivery Code			
003			EACH	3	007X			
					Invoice Code			
					W010B			
	NSN:	3120-21-907-7149			CFB Esquimalt			
004	Name:	BEARING SLEEVE	EACH	2	Delivery Code 002E			
004			EACH	3	Invoice Code			
					W0103			
	NSN:	3120-21-906-2249			CFB Halifax			
	Name:	BEARING SLEEVE			Delivery Code			
005	ivairie.	BLAKING SLLLVL	EACH	3	007X			
003			Erteri	3	Invoice Code			
					W010B			
	NSN:	3120-21-906-2249			CFB Esquimalt			
	Name:	BEARING SLEEVE			Delivery Code			
006			EACH	3	002E			
				-	Invoice Code			
					W0103			

Buyer ID - Id de l'acheteur 25C CCC No./N° CCC - FMS No./N° VME

**ANNEX "C" TECHNICAL SPECIFICATION** 

ITEM	GENERAL CHARACTERISTICS		
	** Item Characteristic:		
NSN: 3120-21-911-7814 BEARING SLEEVE		OVERALL COPPER ALLOY  17C SOLID  625.0 MILLIMETERS MINIMUM AND 627.0 MILLIMETERS MAXIMUM  565.0 MILLIMETERS MINIMUM AND 567.0 MILLIMETERS MAXIMUM  493.0 MILLIMETERS MINIMUM AND 495.0 MILLIMETERS MAXIMUM ALL CORNERS SQUARE  The Design Data List (DDL), drawings, and ust contact the Contracting Authority by e-mail and address.	
NSN: 3120-21-907-7149 BEARING SLEEVE		OVERALL COPPER ALLOY 17C SOLID 1050.0 MILLIMETERS MINIMUM AND 1052.0 MILLIMETERS MAXIMUM 700.0 MILLIMETERS MINIMUM AND 702.0 MILLIMETERS MAXIMUM 636.0 MILLIMETERS MINIMUM AND 638.0 MILLIMETERS MAXIMUM ALL CORNERS SQUARE  the Design Data List (DDL), drawings, and cust contact the Contracting Authority by e-mail and	

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Buyer ID - Id de l'acheteur 25C CCC No./N° CCC - FMS No./N° VME

\*\* Item Characteristic:

MATERIAL OVERALL COPPER ALLOY

MATERIAL DOCUMENT AND OVERALL, COPPER ALLOY UNS-C96400,

**CLASSIFICATION** SPECIFICATION: ASTMB369

**STYLE DESIGNATOR** 17C SOLID

**OVERALL LENGTH** 245.0 MILLIMETERS MINIMUM AND 247.0

MILLIMETERS MAXIMUM

**BODY OUTSIDE DIAMETER** 700.0 MILLIMETERS MINIMUM AND 702.0

MILLIMETERS MAXIMUM

**BODY INSIDE DIAMETER** 636.0 MILLIMETERS MINIMUM AND 638.0

MILLIMETERS MAXIMUM

**CORNER SHAPE** ALL CORNERS SQUARE

NSN: 3120-21-906-2249

BEARING SLEEVE

Note: To order a copy of the Design Data List (DDL), drawings, and specifications, bidders must contact the Contracting Authority by e-mail and provide their full mailing address.

Amd. No. - N° de la modif.

File No. - N° du dossier

Buyer ID - Id de l'acheteur 25C CCC No./N° CCC - FMS No./N° VME

## ANNEX "D" to PART 3 OF THE BID SOLICITATION

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s	s):
<ul><li>( ) Direct Deposit (Domestic and International);</li><li>( ) Electronic Data Interchange (EDI);</li></ul>	
( ) Wire Transfer (International Only);	

Amd. No. - N° de la modif. File No. - N° du dossier Buyer ID - Id de l'acheteur 25C CCC No./N° CCC - FMS No./N° VME

#### **ANNEX "E" 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 bid solicitation **No. W8482-195083/B** 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 "F" QUESTIONS AND ANSWERS**

#### Question 1:

Note #2 on the drawings states that "casing shall be centrifugally cast in accordance with ASTM-B-271/B-27M". Will ASTM B369 be acceptable?

#### Answer 1:

The ASTM B369 can be an acceptable standard for the subject bearing sleeve fabrication

#### Question 2:

Could you please confirm the requested material for all 3 sleeve bearing is copper alloy UNS-C96400?

#### Answer 2:

Confirmed. Also please note the applicable ASTM standard in the drawing for the material requirement.

#### Question 3:

Could you please confirm end-user will accept substitute material zinc alloy ZA-12 (12% aluminum and the rest is zinc) is a good substitution for Bronze?

#### Answer 3:

The proposed substitute material zinc alloy ZA-12 is not acceptable

#### Question 4:

What is the application and operation parameters of using this sleeve bearing?

#### Answer 4:

The sleeve is for a ship rudder stock application, which is shrink-fitted to the stock and operates in marine environment.

#### Question 5:

In reference to Annex C for item characteristic there is a line item "Style Designator: 17C Solid". Please clarify about what is this style? We do need more descriptions.

#### Answer 5:

17C solid refers to the style of the bearing. It is a solid bearing with no grooves, flanges or wholes. Bearing to be manufactured as per drawing.