

Solicitation No. - N° de l'invitation  
W8482-207344/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  
27E  
CCC No./N° CCC - FMS No./N° VME

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION</b>	<b>4</b>
1.1 SECURITY REQUIREMENT	4
1.2 REQUIREMENT – BID	4
1.4 TRADE AGREEMENTS	4
1.5 OFFICE OF THE PROCUREMENT OMBUDSMAN	4
1.6 EPOST CONNECT SERVICE	4
<b>PART 2 - BIDDER INSTRUCTIONS</b>	<b>4</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	4
2.2 SUBMISSION OF BIDS	5
2.3 ENQUIRIES - BID SOLICITATION	5
2.4 APPLICABLE LAWS	5
<b>PART 3 - BID PREPARATION INSTRUCTIONS</b>	<b>6</b>
3.1 BID PREPARATION INSTRUCTIONS	6
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION</b>	<b>7</b>
4.1 EVALUATION PROCEDURES	7
4.2 BASIS OF SELECTION	8
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION</b>	<b>9</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID	9
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	9
<b>PART 6 - RESULTING CONTRACT CLAUSES</b>	<b>10</b>
6.1 SECURITY REQUIREMENTS	10
6.2 REQUIREMENT	10
6.3 STANDARD CLAUSES AND CONDITIONS	10
6.4 TERM OF CONTRACT	10
6.5 AUTHORITIES	11
6.6 PAYMENT	12
6.7 INVOICING INSTRUCTIONS	12
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION	13
6.9 APPLICABLE LAWS - CONTRACT	13
6.10 PRIORITY OF DOCUMENTS	13
6.11 DEFENCE CONTRACT	13
6.12 SACC MANUAL CLAUSES	13
6.13 ASBESTOS	14
6.14 PACKAGING REQUIREMENTS	14
6.15 QUALITY ASSURANCE	14
6.16 SHELF LIFE	14
6.17 EQUIVALENCY OF EQUIPMENT	14
6.18 SHIPPING INSTRUCTIONS (DEPARTMENT OF NATIONAL DEFENCE)	15
6.19 EXCHANGE RATE FLUCTUATION ADJUSTMENT	18
6.20 DISPUTE RESOLUTION SERVICES	18
6.21 CONTRACT ADMINISTRATION	19
<b>ANNEX "A" LINE ITEM DETAILS</b>	<b>20</b>
<b>APPENDIX 1 TO ANNEX "A" - INVOICE AND DELIVERY CODES</b>	<b>21</b>

Solicitation No. - N° de l'invitation  
W8482-207344/B  
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.  
File No. - N° du dossier

Buy er ID - Id de l'acheteur  
27E  
CCC No./N° CCC - FMS No./N° VME

**ANNEX "B" BASIS OF PAYMENT .....22**  
**ANNEX "C" LONG TEXT DESCRIPTION .....24**  
**ANNEX "D" TO PART 3 OF THE BID SOLICITATION.....25**

## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirement**

There is no security requirement applicable to the Bid

### **1.2 Requirement – Bid**

The requirement is detailed in Annex "A", Line Item Details

#### **1.2.1 Reissue of Bid Solicitation**

SACC Manual Clause A9043T Reissue of Bid Solicitation

### **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 World Trade Organization Agreement on Government Procurement (WTO-AGP), the Comprehensive Economic and Trade Agreement (CETA), the North American Free Trade Agreement (NAFTA), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP) and the Canadian Free Trade Agreement (CFTA)."

### **1.5 Office of the Procurement Ombudsman**

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for Canadian bidders to raise complaints regarding the award of 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 [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca), by telephone at 1-866-734-5169 or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca). For more information about OPO, including the available services, please visit the OPO website.

### **1.6 ePost Connect Service**

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information."

## **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 or 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.

### **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 in the bid solicitation.

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

tpsgc.dgareceptiondessomissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

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

Due to the nature of the current situation, bids sent by traditional mail to PWGSC will not be accepted.

## **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 4 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## **2.4 Applicable Laws**

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

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

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

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

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

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

- (a) Use a numbering system that corresponds to the bid solicitation

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

## **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**

##### **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 Substitute Product must indicate the brand name and model and/or Part Number and the NSCM/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 a 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 part number and more than one part number is listed as associated with a single Line Item, equivalency will be assessed against the first part number, referred to as the Item of Supply. Other part numbers listed under that Line Item will be considered to meet the requirement without requiring an assessment as an equivalent product.
- (c) Proposed equipment that is a replacement part number (superseded or obsolete) from the Original Equipment Manufacturer of the Item of Supply 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) If a bidder intends to propose a part as an equivalent to a required Item of Supply, and it has or is able to obtain complete specifications for the Item of Supply, it must provide to Canada in its bid this Item of Supply specification, along with the specification established for its proposed equivalent. Canada may instruct the bidder to use the provided Item of Supply specification, or another specification provided by Canada, for the purposes of demonstrating equivalency. If the Item of Supply specification is provided by Canada to the bidder, it will be made available to all bidders at the same time. During the evaluation period, the bidder must provide to Canada an analysis within seven business days of the request to do so, showing a comparison of the specification of its proposed equivalent part with the Item of Supply specification. The analysis must demonstrate that the proposed equivalent part is equivalent in fit, form, function, quality and performance to the required Item of Supply, that it meets any mandatory performance criteria identified in the solicitation, and that the proposed equivalent is fully compatible, interoperable and interchangeable with existing equipment identified in the bid solicitation. If the analysis submitted by the bidder does not demonstrate to the satisfaction of Canada such requirements, the bid will either be declared non-responsive, or will be subject to further evaluation if sampling is requested by Canada.
- (e) It is the responsibility of the Bidder to include all information required to evaluate the proposed equivalent product 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 the product proposed.

- (f) The bidder must provide the number of samples of its proposed equivalent part requested by Canada, transportation charges prepaid, and without charge to Canada, within three business days from the date of a request by the Contracting Authority:
  - (g)
    - (i) if no specifications for the Item of Supply acceptable to Canada are available for the assessment above, or
    - (ii) if, in addition to the evaluation of the analysis submitted under paragraph 1, Canada wishes to perform testing on the proposed equivalent part to make its determination regarding whether the part is equivalent in form, fit, function, quality and performance. Canada also reserves the right to conduct testing regarding other aspects of equivalency, such as durability and interoperability, as compared to the Item of Supply. All tests will be documented by Canada. A sample submitted by a Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the testing does not demonstrate equivalency with respect to the aspects tested by Canada, the bid will be declared non-responsive.
  - (h) If:
    - (i) at least one bid is received proposing an equivalent part,
    - (ii) no acceptable specifications of the requested Item of supply are provided by the bidder proposing the equivalent,
    - (iii) no acceptable specifications of the requested Item of Supply are available to Canada, and
    - (iv) Canada is unable to test a sample for any reason (including that the Item of Supply being procured is new to use, or its interoperable parts are not available for use in testing),
- then
- (v) if there are two (2) or more responsive bids in respect of the Item of Supply (not an equivalent), the evaluation process will be limited to those responsive bids.
  - (vi) if there are fewer than two (2) responsive bids, Canada will cancel the bid solicitation and then determine next steps, including whether specifications can reasonably be developed for the Item of Supply required by Canada.

#### 4.1.2 Financial Evaluation

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

SACC Manual Clause [A0031T](#) (2010-08-16), Basis of Selection - Mandatory Technical Criteria

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Bid**

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

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

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

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

#### **5.2.1 Integrity Provisions – Required Documentation**

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

#### **5.2.2 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 [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](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

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

## **PART 6 - RESULTING CONTRACT CLAUSES**

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

### **6.1 Security Requirements**

There is no security requirement applicable to the Contract.

### **6.2 Requirement**

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

### **6.3 Standard Clauses and Conditions**

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

#### **6.3.1 General Conditions**

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

a. Definition of Minister is modified as follows:

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

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The period of the Contract is from date of Contract award 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 before -----.

**DND reserves the right to negotiate delivery date changes to before or after March 31, 2021.**

#### **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: Jeff Hodgins  
Title: Material Acquisition and Support Officer, Intermediate  
Directorate: D Mar P 4-3-6-3  
Address: 101 Colonel By Drive  
E-mail address: [Jeffrey.Hodgins@forces.gc.ca](mailto:Jeffrey.Hodgins@forces.gc.ca)

Please contact Karen Black if you cannot reach the contracting authority. See below.

Name: Karen Black  
Title: Material Acquisition and Support Officer, Senior  
Directorate: D Mar P 4-3-6  
Address: 101 Colonel By Drive  
E-mail address: [Karen.black@forces.gc.ca](mailto:Karen.black@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: \_\_\_\_-\_\_\_\_-\_\_\_\_  
E-mail: \_\_\_\_\_

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

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_  
E-mail: \_\_\_\_\_

## 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 included 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.

### 6.6.3 Terms of Payment

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

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

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

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

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 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 4-3-6-6

## 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 - Contract

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) Appendix 1 to Annex A – Delivery and Invoice codes;
- e) Annex B, Basis of Payment;
- f) Annex C, Long text description;
- g) the Contractor's bid dated \_\_\_\_\_.

## 6.11 Defence Contract

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

## 6.12 SACC *Manual* Clauses

[B7500C](#) (2006-06-16), Excess Goods  
[D2001C](#) (2007-11-30), Labelling  
[D2000C](#) (2007-11-30), Marking  
[D2025C](#) (2017-08-17), Wood Packaging Materials  
[D6010C](#) (2007-11-30), Palletization  
[G1005C](#) (2016-01-28), Insurance - No Specific Requirement  
[C2800C](#) (2013-01-28), Priority Rating  
[C2801C](#) (2011-05-16), Priority Rating – Canadian Contractors  
[D9002C](#) (2007-11-30), Incomplete Assembly

### 6.13 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.

### 6.14 Packaging Requirements

The Contractor must prepare line item numbers 001 and 002 for delivery in accordance with the reference clauses below:

SACC Manual Clause [D3010C](#) - Delivery of Dangerous Goods/Hazardous Products

SACC Manual Clause [D3015C](#) - Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance.

The Contractor must package line item numbers 001 and 002 in quantities of 1 by package.

#### 6.14.1 Additional Package Markings – Identical

For line items 001 and 002

1. The Contractor must ensure that in addition to the required interior and exterior package markings, the following information is provided:
  - a. specification number;
  - b. manufacturer's name;
  - c. cure date of rubber components; and
  - d. date of manufacture;
2. These markings must be applied and positioned in accordance with in accordance with the reference clauses below:

SACC Manual Clause [D3010C](#) - Delivery of Dangerous Goods/Hazardous Products

SACC Manual Clause [D3015C](#) - Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance.

### 6.15 Quality Assurance

SACC Manual clause [D5545C](#) (2010-08-16) ISO 9001:2008 - Quality Management Systems - Requirements. (Quality Assurance Code C)

### 6.16 Shelf Life

The Contractor must ensure that items 001 and 002 will contain 75 percent of the authorized shelf life as listed in CFTO D-05-001-001/SF-000 at date of delivery to the Department of National Defence.

Maximum shelf life for items 001 and 002 is 60 months.

### 6.17 Equivalency of Equipment

The Contractor guarantees that the equipment to be delivered under the Contract is:

- (i) equivalent in form, fit, function, quality and performance to the equipment requested by Canada that was described in the bid solicitation that resulted in the Contract;
  - (ii) if required by DND in the documentation submitted by the Contractor to obtain this Contract, Technical Airworthiness Cleared through the Technical Airworthiness Certification process, and that the original equipment manufacturer of such equipment has been certified as an Acceptable Manufacturing Organization, all in accordance with the DND C-05-005-001/AG-001 Technical Airworthiness Manual, and the DND C-05-005-P12/AM-001 AEPM Division Engineering Process Manual; and
  - (iii) fully compatible, interchangeable and interoperable with the existing equipment owned by Canada identified in the bid solicitation that resulted in this Contract.
- (a) The Contractor also guarantees that any warranties with third parties concerning the existing equipment owned by Canada identified in the bid solicitation 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:
- (iv) 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;
  - (v) perform all warranty work on Canada's existing equipment in place of the original supplier; or
  - (vi) 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.
- (b) The Contractor agrees that, during the Contract Period, if Canada determines that any of the equipment is not equivalent in form, fit, function, quality and performance to the existing equipment owned by Canada that was identified in the bid solicitation, or is not fully compatible, interchangeable and interoperable with the existing equipment owned by Canada that was identified in the bid solicitation, 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 reprocurring 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, on the basis that Canada has satisfactory evidence that based on this past behaviour, such entity is unsuitable and its equivalent bid should be rejected pursuant to Canada's standard instructions for competitive requirements.

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

## **6.18 Shipping Instructions (Department of National Defence)**

### **6.18.1 Shipping Instructions (Department of National Defence) - Canadian-based Contractor**

1. Delivery will be FCA Free Carrier at \_\_\_\_\_ Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.
2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.
  - a. *Insert the following for all sole source contracts, except repair and overhaul, where the Contractor is located in Canada:*  
Inbound Logistics Co-ordination Center (ILCC)  
Telephone: 1-877-877-7423 (toll free)  
Facsimile: 1-877-877-7409 (toll free)  
E-mail: [ILHQOttawa@forces.gc.ca](mailto:ILHQOttawa@forces.gc.ca)
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**

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

1. Delivery will be FCA Free Carrier at \_\_\_\_\_ 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](mailto:ILHQOttawa@forces.gc.ca)

OR

- b. Insert the following when the Contractor is located in United Kingdom (UK) and Ireland:  
Inbound Logistics United Kingdom (ILUK):  
Telephone: 011-44-1895-613023, or 011-44-1895-613024, or  
Facsimile: 011-44-1895-613046  
E-mail: [CFSUEDetUKMovements@forces.gc.ca](mailto:CFSUEDetUKMovements@forces.gc.ca)  
In addition, the Contractor must send to ILUK the completed form "Shipping Advice and Export Certificate" by e-mail to: [CFSUEDetUKMovements@forces.gc.ca](mailto:CFSUEDetUKMovements@forces.gc.ca).  
The shipment of any items above the value of 600 GBP (pound sterling) being exported from the United Kingdom and Ireland will be cleared by DND using Her Majesty's Customs & Excise (HMCE) New Export Systems (NES). The Contractor must comply with HMCE requirements by registering with HMCE or by having a freight forwarder complete the entry. A printed copy of the NES entry Export Declaration clearly displaying the Declaration Unique Consignment Reference Number must be provided by the Contractor and attached to the consignment. The Contractor must ensure that this procedure is carried out for all stores whether they be initial purchase or repair and overhaul export items. HMCE will authorize Canadian Forces Support Unit (Europe) to ship the goods only if the procedure has been adhered to completely and properly by the Contractor. **Note:** To ensure you receive a reply on any contracting information such as Incoterms etc, always include the e-mail address: [ILHQOttawa@forces.gc.ca](mailto:ILHQOttawa@forces.gc.ca) in carbon copy (cc).

OR

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

Inbound Logistics Europe Area (ILEA):  
Telephone: +49-(0)-2203-908-1807 or 2748 or 5304  
Facsimile: +49-(0)-2203-908-2746  
Email: [ILEA@forces.gc.ca](mailto:ILEA@forces.gc.ca)

**Note:** To ensure you receive a reply on any contracting information such as Incoterms etc, always include the e-mail address: [ILHQOttawa@forces.gc.ca](mailto:ILHQOttawa@forces.gc.ca) 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 [C2608C](#), section 4, of the [Standard Acquisition Clauses and Conditions Manual](#)) or a copy of the Canada Border Services Agency form CI1 [Canada Customs Invoice](#) (PDF 429KB) - ([Help on File Formats](#));
  - g. [Schedule B](#) codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
  - h. North American Free Trade Agreement Certificate of Origin (in accordance with clause C2608C, section 2) for the U.S. and Mexico only;
  - i. full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transport Association regulations or the applicable Canadian [Dangerous Goods Shipping Regulations](#) and a copy of the safety data sheet.
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, the marking of each piece with a Transportation Control Number and customs documentation.
  5. The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.
  6. If the Contractor delivers the goods at a place and time that are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
  7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either 30 days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or 30 days following the delivery date specified in the Contract, whichever is later.

## 6.19 Exchange Rate Fluctuation Adjustment

SACC Manual clause [C3015C](#) (2017-08-17) – Exchange rate fluctuation adjustment

## 6.20 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 email at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169 or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

## **6.21 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 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 [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca), by telephone at 1-866-734-5169 or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

**ANNEX "A" LINE ITEM DETAILS**

Item	Description <i>Further detail provided at Annex C - Long Text Description</i>	Unit of Issue	Quantity	Delivery and Invoice Codes <i>Definition can be found at Appendix 1 to Annex A</i>	Security Requirement	Quality Assurance Code (QAC)	Controlled Goods (CTAT or ITAR)	Trade Agreement
001	NSN: 6135-20-A0U-2601 Item Name: BATTERY, RECHARGEABLE  P/N requested: 771-1682/04 NCAGE: 38200 Name of Manufacturer: DRS TECHNOLOGIES CANADA LTD  OR EQUIVALENT  Equivalent offers must comply with RFP Equivalent Products clauses and specify: PN offered: _____ NCAGE: _____ Manufacturer: _____	EA	329	CFB Halifax  Delivery Code  007X  Invoice Code  W010B	NO	C	NO	NAFTA CFTA WTO CETA CPTPP
002	NSN: 6135-20-A0U-2601 Item Name: BATTERY, RECHARGEABLE  P/N requested: 771-1682/04 NCAGE: 38200 Name of Manufacturer: DRS TECHNOLOGIES CANADA LTD  OR EQUIVALENT  Equivalent offers must comply with RFP Equivalent Products clauses and specify: PN offered: _____ NCAGE: _____ Manufacturer: _____	EA	235	CFB Esquimalt  Delivery Code  002E  Invoice Code  W0103	NO	C	NO	NAFTA CFTA WTO CETA CPTPP

**APPENDIX 1 TO ANNEX "A" - INVOICE AND DELIVERY 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 <i>Definition can be found at Appendix 1 to Annex A</i>	FIRM UNIT PRICE: Customs and duties excluded, applicable taxes extra	EXTENDED PRICE: Applicable taxes extra	Applicable taxes
001	NSN: 6135-20-AOU-2601 ITEM NAME: BATTERY, RECHARGEABLE	EA	329	CFB Halifax Delivery Code 007X Invoice Code W010B			
002	NSN: 6135-20-AOU-2601 ITEM NAME: BATTERY, RECHARGEABLE	EA	235	CFB Esquimalt Delivery Code 002E Invoice Code W0103			

**ANNEX "B" BASIS OF PAYMENT**

	<b>Extended Price</b>	<b>Applicable Taxes</b>	<b>Taxes</b>	<b>Price with Taxes</b>
<b>CFB Halifax</b>				
<b>CFB Esquimalt</b>				

<b>Subtotal</b>	
<b>Total Taxes</b>	
<b>Total</b>	

**ANNEX "C" LONG TEXT DESCRIPTION**

**Line 001 and 002**

**NSN: 5820-20-008-5945**

**ITEM NAME:** BATTERY,RECHARGEABLE

**Narrative Description**

LI-ION BATTERY, RECHARGEABLE, 2300 MAH, USE FOR PUMA T3 PLUS 2 EX HAND PORTABLE RADIO, PN: 902328-1, NSN: 5820-20-008-5945

ICTRS RADIO EQUIPMENT (Halifax Class Frigates)

**ANNEX "D" 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);
- Wire Transfer (International Only);