



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

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**

**11 Laurier St. / 11, rue Laurier  
Place du Portage, Phase III**

**Core 0B2 / Noyau 0B2**

**Gatineau**

**Quebec**

**K1A0S5**

**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services 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, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux 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, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> Submarine spares	
<b>Solicitation No. - N° de l'invitation</b> W8482-205917/B	<b>Date</b> 2021-02-18
<b>Client Reference No. - N° de référence du client</b> W8482-205917	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$VCI-008-28104	
<b>File No. - N° de dossier</b> 008vci.W8482-205917	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Daylight Saving Time EDT <b>on - le 2021-03-30</b> Heure Avancée de l'Est HAE	
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Walsh, Patrick	<b>Buyer Id - Id de l'acheteur</b> 008vci
<b>Telephone No. - N° de téléphone</b> (000) 000-0000 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Victoria Class Integrated Contract Support/Class de Victoria  
soutien de contrat integre

455 De la Carriere Blvd - 2-SC06

Gatineau

Quebec

K1A0S5

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

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## **PART 1 - GENERAL INFORMATION**

This bid solicitation cancels and supersedes previous bid solicitation number W8482-205917/A (with respect to line item 002 only) dated March 17, 2020 with a closing of September 30, 2020 at 2:00pm EDT.

### **1.1 Security Requirement**

There are no security requirements applicable to this requirement.

### **1.2 Requirement**

The requirement is detailed under the Annex "A" – Line Item Details.

### **1.3 Trade Agreements**

#### **For line item 002 – Switch, Cam Operated (N2010-99-7956955)**

Only subject to the provisions of the Canadian Free Trade Agreement (CFTA).

### **1.4 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.

### **1.5 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.

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## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

- a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- b) 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.
- c) The [2003](#) (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.
- d) Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 90 days

#### **2.1.1 SACC Manual Clauses**

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

[SACC Manual Clause B3000T \(2006-06-16\) Equivalent Products](#)

### **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](mailto: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.

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

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

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

### **2.4 Applicable Laws**

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

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

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

### **3.1 Bid Preparation Instructions**

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

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

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

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies)  
Section II: Financial Bid (1 hard copy)  
Section III: Certifications (1 hard copy)

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

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

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Bid**

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

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment and Annex "A" - Line Item Details.

#### **Section III: Certifications**

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

#### **3.1.1 Electronic Payment of Invoices – Bid**



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

If Annex "B" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### 3.1.2 Exchange Rate Fluctuation Risk Mitigation

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

### 3.1.3 SACC Manual Clauses

#### Section III: Certifications

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

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

### **4.1 Evaluation Procedures**

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

Bidders must indicate the Part Number and NSCM/NCAGE they are offering in accordance with the Requirement at Annex "A" – Line Item Details.

#### **4.1.2 Financial Evaluation**

a) The price of the bid will be evaluated as follows:

- i. Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
  - ii. Foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.
- b) Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
- c) Although Canada reserves the right to award the Contract either on an FCA plant or FCA destination basis, Canada requests that bidders provide prices FCA their plant or shipping point. Bids will be assessed on an FCA plant basis.
- d) For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

### **4.2 Basis of Selection – Multiple Items**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price on an item by item basis will be recommended for award of a contract.

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## **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 property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

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

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract. The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.



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## **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 "Requirement" at Annex "A" – Line Item Details.

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

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

#### **6.3.1 General Conditions**

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

### **6.4 Term of Contract**

#### **6.4.1 Delivery Date**

All the deliverables must be received on or before \_\_\_\_\_.

#### **6.4.2 Delivery Points**

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

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Patrick Walsh  
Title: Supply Officer  
Public Services and Procurement Canada  
Acquisitions Branch, Marine Sustainment Directorate,  
Directorate: Marine Services and Small Vessels Sector  
Address: 2-SC06, 455 Boulevard de la Carrière, Gatineau, QC, J8Y-6V7  
Email: [Patrick.Walsh@tpsgc-pwgsc.gc.ca](mailto:Patrick.Walsh@tpsgc-pwgsc.gc.ca)

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

#### **6.5.2 Technical Authority**

The Technical Authority for the Contract is: **(To be completed at contract award)**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email address: \_\_\_\_\_

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### **6.5.3 Procurement Authority:**

The Procurement Authority for the Contract is: **(To be completed at contract award)**

Solicitation No. - N° de l'invitation  
**W8482-205917/A**  
Client Ref. No. - N° de réf. du client  
**W8482-205917**

Amd. No. - N° de la modif.  
File No. - N° du dossier  
**007vci.W8482-205917**

Buyer ID - Id de l'acheteur  
**007vci.**  
CCC No./N° CCC - FMS No./N° VME

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Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email address: \_\_\_\_\_

#### **6.5.4 Contractor's Representative**

The Contractor's Representative for the Contract is: **(To be completed at contract award)**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No: \_\_\_\_\_  
Email address: \_\_\_\_\_

#### Delivery Follow-Up:

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

### **6.6 Payment**

#### **6.6.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), as specified in Annex "A" – Line Item Details for a cost of \$ \_\_\_\_\_ (*insert the amount at contract award*). Customs duties are \_\_\_\_\_ (*insert "included", "excluded" OR "subject to exemption"*) and Applicable Taxes are extra.

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

#### **6.6.2 Milestone Payments**

[SACC Manual clause H3010C \(2016-01-28\), Milestone Payments - Not subject to holdback](#)

### 6.6.2.1 Schedule of Milestones

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Milestone No.	Description and Deliverable	Contract Price %	Firm Amount	Delivery Date
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

### 6.6.2.2 Invoicing Instructions – Progress Payment Claim – Supporting Documentation required

1. The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment.

Each claim must show:

- a) all information required on form PWGSC-TPSGC 1111;
- b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions; and
- c) the description and value of the milestone claimed as detailed in the Contract

Each claim must be supported by:

- a) a copy of the invoices, receipts, vouchers for all direct expenses;
2. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
  3. The Contractor must prepare and certify one original and two (2) copies of the claim on form [PWGSC-TPSGC 1111](#), and forward it to the Procurement Authority and the Contracting Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.  
  
The Procurement Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
  4. The Contractor must not submit claims until all work identified in the claim is completed.

### 6.6.3 SACC Manual Clauses

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

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

[SACC Manual Clause C2608C \(2019-05-30\) Canadian Customs Documentation](#)

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

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

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

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI);
- c. Wire Transfer (International Only);

#### **6.7 Certifications and Additional Information**

##### **6.7.1 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.

##### **6.7.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

#### **6.8 Applicable Laws**

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

#### **6.9 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", Electronic Payment Instruments;
- (e) Annex "C", Federal Contractors Program For Employment Equity – Certification;
- (f) Annex "D", Material Identification Data Set (MIDS);
- (g) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: " , as clarified on \_\_\_\_\_ " or " , as amended on \_\_\_\_\_ " and insert date(s) of clarification(s) or amendment(s)*)

#### **6.10 Defence Contract**

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

#### **6.11 SACC Manual Clauses**

*SACC Manual* clause [B7500C](#) (2006-06-16) Excess Goods

*SACC Manual* clause [D2000C](#) (2007-11-30) – Marking

*SACC Manual* clause [D2001C](#) (2007-11-30) – Labelling

*SACC Manual* clause [D2025C](#) (2017-08-17) – Wood packaging materials

*SACC Manual* clause [D6010C](#) (2007-11-30) – Palletization

#### **6.12 Preparation for Delivery - Canadian-based Contractor**

1. Preservation and packaging for line item 002 must be in accordance with the Canadian Forces packaging specification *D-LM-008-001/SF-001*, and must be marked to *D-LM-008-002/SF-001*. Form Level B **Pkg Data Form Req'd** must be in accordance with *D-LM-008-011/SF-001*.

2. Packaging data forms previously approved by Canadian authorities are acceptable.
3. Approved coded packaging data is shown immediately below the description of the item to which it applies. Where no data is shown, the Contractor must submit a packaging data form for approval.

### **6.13 Quality Assurance Codes**

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

[SACC Manual clause D5510C \(2007-08-17\) – Quality assurance authority \(Department of National Defence\): Canadian-based contractor](#)

[SACC Manual clause D5515C \(2010-01-11\) – Quality Assurance Authority \(Department of National Defence\) - Foreign-based and United States Contractor](#)

#### **For line item 002:**

[SACC Manual clause D5540C \(2019-05-30\) – ISO 9001:2015 Quality Management Systems - Requirements \(Quality Assurance Code Q\)](#)

#### **6.13.1 Release Documents**

[SACC Manual clause D5604C \(2008-12-12\) – Release Documents \(Department of National Defence\) - Foreign-based Contractor](#)

[SACC Manual clause D5605C \(2010-01-11\) – Release Documents \(Department of National Defence\) - United States-based Contractor](#)

[SACC Manual clause D5606C \(2017-11-28\) – Release documents \(Department of National Defence\): Canadian-based contractor](#)

#### **6.13.2 Release Documents – Distribution**

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

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

National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A OK2  
Attention: D Mar P 5-4-2-9

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

DQA/Contract Administration  
National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A OK2

E-mail: [ContractAdmin.DQA@forces.gc.ca](mailto:ContractAdmin.DQA@forces.gc.ca).

#### **6.14 Shipping instructions**

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#### 6.14.1 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)
  - b. *Insert the following for all repair and overhaul contracts where the Contractor is located between Kingston inclusive and westward to the Ontario/Manitoba border:*  
Inbound Logistics Central Area (ILCA)  
Telephone: 1-866-371-5420 (toll free)  
Facsimile: 1-866-419-1627 (toll free)  
E-mail: [ILCA@forces.gc.ca](mailto:ILCA@forces.gc.ca)
  - c. *Insert the following for all repair and overhaul contracts where the Contractor is located in Manitoba, Saskatchewan, Alberta, British Columbia, and the National Capital Region inclusive to east of Kingston:*  
Inbound Logistics Coordination Center (ILCC)  
Telephone: 1-877-877-7423 (toll free)  
Facsimile: 1-877-877-7409 (toll free)  
E-mail: [ILHQOttawa@forces.gc.ca](mailto:ILHQOttawa@forces.gc.ca)
  - d. *Insert the following for all repair and overhaul contracts where the Contractor is located in Quebec:*  
Inbound Logistics Quebec Area (ILQA)  
Telephone: 1-866-935-8673 (toll free), or  
1-514-252-2777, ext. 4673, 2852  
Facsimile: 1-866-939-8673 (toll free), or  
1-514-252-2911  
E-mail: [25DAFCTrafficQM@forces.gc.ca](mailto:25DAFCTrafficQM@forces.gc.ca)
  - e. *Insert the following for all repair and overhaul contracts where the Contractor is located in Atlantic (New Brunswick, Prince Edward Island, Nova Scotia, Newfoundland and Labrador):*  
Inbound Logistics Atlantic Area (ILAA)  
Telephone: 1-902-427-1438  
Facsimile: 1-902-427-6237  
E-mail: [BlogILAA@forces.gc.ca](mailto:BlogILAA@forces.gc.ca)
3. The Contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:
  - 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.

If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either 30 days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or 30 days following the delivery date specified in the Contract, whichever is later.

Solicitation No. - N° de l'invitation  
**W8482-205917/A**  
Client Ref. No. - N° de réf. du client  
**W8482-205917**

Amd. No. - N° de la modif.  
File No. - N° du dossier  
**007vci.W8482-205917**

Buyer ID - Id de l'acheteur  
**007vci.**  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "A" - REQUIREMENT**

See attached spreadsheet Annex "A" – Line Item Details



Solicitation No. - N° de l'invitation  
**W8482-205917/A**  
Client Ref. No. - N° de réf. du client  
**W8482-205917**

Amd. No. - N° de la modif.  
File No. - N° du dossier  
**007vci.W8482-205917**

Buyer ID - Id de l'acheteur  
**007vci.**  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "B" - ELECTRONIC PAYMENT INSTRUMENTS**

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

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

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## ANNEX "C" - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

- B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

**ANNEX A - LINE ITEMS DETAILS / ANNEXE A - DÉTAILS DES ARTICLES**

Item/ Article	Part Number/ Numéro de pièce	Description / Description	Unit of Issue/ Unité de distribution	Quantity/ Quantité	Destination Address/ Adresse de la destination	Invoice Address/ Adresse de facturation	Security Requirement/ Besoin de Sécurité	Quality Assurance Code (QAC) / Code de l'Assurance de la Qualité	Controlled Goods (CIT or ITAR) / Marchandises Contrôlées (ATTC ou ITAR)	Trade Agreements / Accords commerciaux	Delivery Date/ Date de Livraison	FIRM UNIT PRICE: Applicable taxes extra/ PRIX UNITAIRE FERME: Taxes applicables en sus	EXTENDED PRICE: Applicable taxes extra/ PRIX UNITAIRE FERME: Taxes applicables en sus	TOTAL PRICE: Applicable taxes included/ PRIX COMPRIS: Taxes applicables inclus
2	A618 0200 1101 OR D618 0200 1102	ISSN/IND: N2010097956955 SWITCH, CAM OPERATED N20GE/EP0-K395 OR EQUIVALENT / OU EQUIVALENT If offering an equivalent, specify/ Si l'offre un équivalent préciser Equivalent Part # / Numéro de pièce équivalente: Supplier # / Numéro de fournisseur: _____	EACH	10	FORMATION COMMANDER CFE Esquimalt Attn: Receiving Bldg 66 Colwood VICTORIA, BC V9C 3B0 CANADA	Department of National Defence Base Logistics Officer CFE Esquimalt 57N Forbes, P.O Box 17000 Victoria, BC V9A 7N2 Canada	NO	Q	NO	YES	Please specify/ Indiquez s'il vous plaît	TBD	TBD	TBD
												TOTAL	TBD	

Notes:  
- No specs or drawings will be provided

Remarques:  
- Aucune spécification ou dessin ne sera fourni