

National Defence

Défense nationale

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

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

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 cijointes, les biens et services énumérés ici et sur toute feuille ciannexée, au(x) prix indique(s).

Solicitation Closes – L'invitation prend fin	
At – à : 14 :00 EDT	
On - le: 13 / 04 / 2021	

	Title / Titre Solicitation No – N° de l'invitation							
VICTORIA-Class Spares/ Pièces De Rechange – Les Sous-Marins De La Classe VICTORIA W8482-218688/A								
	Date of Solicitation – Date de l'invitation 03-03-2021							
	Address Enquiries to – Adresser toutes que Cameron.Airth@forces.gc.ca	estions à						
	Telephone No. – N° de téléphone 819-939-3764							
	Destination Specified Herein / Précisé dans les présentes							

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 - Raiso	n sociale et adresse du fournisseur
	d to sign on behalf of vendor (type or autorisée à signer au nom du fournisseur
Name/Nom	Title/Titre
Signature	Date



$\begin{array}{c} \text{File No. - N}^{\circ} \text{ du dossier} \\ W8482\text{-}218688 \end{array}$

TABLE OF CONTENTS

PART	1 - GENERAL INFORMATION	2
1.1 1.2	STATEMENT OF REQUIREMENT	
1.3	TRADE AGREEMENTS	
1.4	EPOST CONNECT SERVICE	
PART	2 - BIDDER INSTRUCTIONS	2
2.1	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	2
2.2	SACC Manual Clauses	
2.3	SUBMISSION OF BIDS	
2.4	ENQUIRIES - BID SOLICITATION	
2.5	Applicable Laws	
	3 - BID PREPARATION INSTRUCTIONS	
3.1	BID PREPARATION INSTRUCTIONS	
PART	4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	8
4.1	EVALUATION PROCEDURES	
4.2	Basis of Selection	10
PART	5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	10
5.1	CERTIFICATIONS REQUIRED WITH THE BID	
5.2	CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	
PART	6 - RESULTING CONTRACT CLAUSES	11
6.1	SECURITY REQUIREMENTS	
6.2	STATEMENT OF REQUIREMENT	
6.3	STANDARD CLAUSES AND CONDITIONS	
6.4 6.5	AUTHORITIESQUALITY ASSURANCE	
6.6	ADDITIONAL MARKINGS	
6.7	Packaging	
6.8	Payment	
6.9	INVOICING INSTRUCTIONS	
6.10		
6.11		
	PRIORITY OF DOCUMENTS	
6.13		
6.14	SACC Manual Clauses	
	EXCHANGE RATE FLUCTUATION ADJUSTMENT	
	EQUIVALENT PRODUCTS - CONTRACT	
ANNE	X "A" - STATEMENT OF REQUIREMENT	23
ANNE	X "B" - ELECTRONIC PAYMENT INSTRUMENTS	24
ANNE	Y "C" _ TECHNICAL STATEMENT OF REQUIREMENT FOR LINE 1	25

Amd. No. - N° de la modif.

File No. - N° du dossier W8482-218688

Buyer ID - Id de l'acheteur 29M CCC No./N° CCC - FMS No./N° VME

PART 1 - GENERAL INFORMATION

1.1 Statement of Requirement

The requirement is detailed under Annex "A" of the resulting contract clauses.

1.2 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.

1.3 Trade Agreements

The requirement is subject to the provisions of:

Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)
The World Trade Organization Agreement on Government Procurement (WTO- AGP)
The Canada-European Union Comprehensive Economic and Trade Agreement (CETA)
Ukraine-Canada Free Trade Agreement
Peru-Canada Free Trade Agreement
Chile-Canada Free Trade Agreement
Colombia-Canada Free Trade Agreement
Honduras-Canada Free Trade Agreement
Panama-Canada Free Trade Agreement
Korea-Canada Free Trade Agreement
The Canadian Free Trade Agreement (CFTA)

1.4 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

The <u>2003</u> (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The 2003 standard instructions is amended as follows:

- Section 02, Procurement Business Number is deleted in its entirety.
- Subsection 5.4 of <u>2003</u>, Standard Instructions Goods or Services Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 90 days

- Section 08, entitled Transmission by facsimile or by epost Connect, is now as follows:
 - 1. Facsimile
 - a. Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile.
 - PWGSC, National Capital Region: The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the bid solicitation.
 - ii. PWGSC regional offices: The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
 - b. For bids transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed bid including, but not limited to, the following:
 - i. receipt of garbled, corrupted or incomplete bid;
 - ii. availability or condition of the receiving facsimile equipment;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid; or
 - vii. security of bid data.
 - c. A bid transmitted by facsimile constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.

2. epost Connect

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the <u>epost</u> <u>Connect service</u> provided by Canada Post Corporation.
 - i. PWGSC, National Capital Region: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC headquarters is: tpsgc.dgareceptiondessoumissions-abbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca, or, if applicable, the email address identified in the bid solicitation.
 - PWGSC regional offices: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
- b. To submit a bid using epost Connect service, the Bidder must either:
 - i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to

Amd. No. - N° de la modif.

File No. - N° du dossier W8482-218688

Buyer ID - Id de l'acheteur 29M CCC No./N° CCC - FMS No./N° VME

open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.

- c. If the Bidder sends an email requesting epost Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after the solicitation closing date and time
- e. The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
- g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled, corrupted or incomplete bid;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or,
 - viii. inability to create an electronic conversation through the epost Connect service.
- h. The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- i. Bidders must ensure that that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
- A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.
- Section 20, Further Information is deleted in its entirety.

Amd. No. - N° de la modif.

File No. - N° du dossier W8482-218688

Buyer ID - Id de l'acheteur 29M CCC No./N° CCC - FMS No./N° VME

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-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.

2.2 SACC Manual Clauses

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

2.3 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.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

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

2.4 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.

2.5 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.

Amd. No. - N° de la modif.

File No. - N° du dossier W8482-218688

Buyer ID - Id de l'acheteur 29M CCC No./N° CCC - FMS No./N° VME

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

Section IV: Additional Information

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

Section I: Technical Bid (1 hard copy)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

Section IV: Additional Information (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). 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

Amd. No. - N° de la modif.

File No. - N° du dossier W8482-218688

Buyer ID - Id de l'acheteur 29M CCC No./N° CCC - FMS No./N° VME

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.

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 "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

C3010T (2014-11-27) 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.

Buyer ID - Id de l'acheteur 29M CCC No./N° CCC - FMS No./N° VME

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.
- Bidders proposing an Equivalent or Substitute Product must indicate the brand name and model and/or Part Number and the NSCN/NCAGE.

4.1.1.2 Evaluation Procedures for Equivalent Products

- (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.

Amd. No. - N° de la modif.

File No. - N° du dossier W8482-218688

Buyer ID - Id de l'acheteur 29M CCC No./N° CCC - FMS No./N° VME

(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:
 - (a) if no specifications for the Item of Supply acceptable to Canada are available for the assessment above, or
 - (b) 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.
- (g) 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,

- (i) 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.
- (ii) 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.

B3010T (2010-01-11) Substitute Products - Samples (Department of National Defence)

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

The Bidder must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within 14 calendar days from the date of request. The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirements of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive.

4.1.2 Financial Evaluation

SACC Manual Clause A0220T (2014-06-26) Evaluation of Price - Bid

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

4.2 Basis of Selection

SACC Manual Clause A0272T (2010-08-16) Basis of Selection - Multiple Items

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

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the <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.

5.2 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 <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-

Amd. No. - N° de la modif.

File No. - N° du dossier W8482-218688

Buyer ID - Id de l'acheteur 29M CCC No./N° CCC - FMS No./N° VME

policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 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 lists of names.

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

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Requirement

The Contractor must provide the items detailed at **Annex "A"**.

Annex C – Technical Statement of Requirements, provides more information on the requirements associated with Item 001.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2010A (2020-05-28) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

Amd. No. - N° de la modif.

 $\begin{array}{l} \text{File No. - N}^{\circ} \; \text{du dossier} \\ W8482\text{-}218688 \end{array}$

Buyer ID - Id de l'acheteur 29M CCC No./N° CCC - FMS No./N° VME

"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.

6.3.2 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 (2020-05-28) General Conditions- Goods (Medium Complexity).

6.3.3 Delivery Date

All the deliverables must be received on or before ______.

DND reserves the right to negotiate the delivery date to before or after March 31st, 2022.

6.3.4 Delivery Points

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

6.4 Authorities

6.4.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Cameron Airth

Title: Material Acquisition and Support Officer

Department of National Defence

Maritime Equipment Program Management

Directorate: D Mar P 5-4-2-7

Address: 101 Colonel By Drive, Ottawa, Ontario, K1A 0K2

Email: Cameron.Airth@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.

6.4.2 Technical Authority

The Technical Authority for the Contract is:

Name:

Title: Technical Authority
Department of National Defence
Maritime Equipment Program Management
Address: 101 Colonel By Drive

Ottawa, Ontario, K1A 0K2

Email: _____@forces.gc.ca

Amd. No. - N° de la modif.

File No. - N° du dossier W8482-218688

Buyer ID - Id de l'acheteur 29M CCC No./N° CCC - FMS No./N° VME

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.

6.4.3 Contractor's Representative

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

6.5 Quality Assurance

A1009C (2008-05-12) Work Site Access

Authorized representatives of Canada must have access to any site where any part of the Work is being carried out at any time during working hours to make examinations and such tests of the Work as they may think fit.

For items 1 - 9, 11 - 14, 17, and 18:

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

For items 10, 15 and 16

<u>D5540C</u> (2019-05-30) ISO 9001:2015 Quality Management Systems - Requirements (Quality Assurance Code Q)

```
OR

D5510C (2017-08-17) Quality Assurance Authority (DND) - Canadian-based Contractor

D5515C (2010-01-11) Quality Assurance Authority (DND) - Foreign-based and United States Contractor

D5604C (2008-12-12) Release Documents (DND) - Foreign-based Contractor

OR

D5605C (2010-01-11) Release Documents (DND) - US based Contractor

OR

D5606C (2017-11-28) Release Documents (DND) - Canadian-based Contractor
```

D5620C (2012-07-16) Release Documents - Distribution

Manufacturer Certificate of Conformity: The contractor is advised that in order to have his deliveries accepted and properly receipted the manufacturer Certificate of Conformity must accompany the shipment and be signed by a duly authorized person as designated by the equipment manufacturer. In addition to the signature his or her name must be written in block letters next to or below the signature.

Amd. No. - N° de la modif.

File No. - N° du dossier W8482-218688

Buyer ID - Id de l'acheteur 29M CCC No./N° CCC - FMS No./N° VME

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 5-4-2-7

- 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: <u>ContractAdmin.DQA@forces.gc.ca</u> Copy to : <u>Cameron.Airth@forces.gc.ca</u>

6.6 Additional Markings

For Item 1:

Please see Annex C for additional markings.

For Items 2 - 18:

D2015C (2010-01-11) Additional Package Markings – Identical

- 1. The Contractor must ensure that in addition to the required interior and exterior package markings, the following information is provided:
- (a) Manufacturer's name;
- (b) drawing number/part number;
- 2. These markings must be applied and positioned in accordance with Canadian Forces Packaging Specification D-LM-008-002/SF-001.

Amd. No. - N° de la modif.

File No. - N° du dossier W8482-218688

Buyer ID - Id de l'acheteur 29M CCC No./N° CCC - FMS No./N° VME

6.7 Packaging

For Item 1:

Please see annex C for packaging requirements.

For Items 2 - 12:

If the items are coming from outside the UK:

D3018C (2014-09-25) Packaging Requirement using Specification D-LM-008-036/SF-000

The Contractor must prepare item numbers 2-12 for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification *D-LM-008-036/SF-000*, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package item numbers **individually**. Items 11 and 12 can be packaged in quantities up to 4 per package.

If the items are coming from the UK:

D3012C (2014-06-26) Preparation for Delivery - Canadian Forces Preservation, Packaging and Packing

Preservation, packaging and packing must be manufacturer's Trade Export Packaging or such packaging of a higher grade as recommended by the British Ministry.

For Items 13 and 14:

D3016C (2014-09-25) Preparation for Delivery - Canadian Forces Packaging Specifications

The Contractor must prepare items 13 and 14 for delivery in accordance with the latest issue of the Canadian Forces packaging specifications D-LM-008-035/SF-001, Electrostatic Discharge Protective Packaging - Electronic Parts, Assemblies and Equipment;

For Items 15 – 18:

D3013C (2007-11-30) Preparation for Delivery – Canadian-based Contractor

Preservation and packaging for items 15, 16, 17, and 18 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 Reqd must be in accordance with D-LM-008-011/SF-001.

Packaging data forms previously approved by Canadian authorities are acceptable.

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.

For all items:

SACC Manual D2025C (2017-08-17) Wood Packaging Materials

SACC Manual D6010C (2007-11-30) Palletization

6.8 Payment

Amd. No. - N° de la modif.

File No. - N° du dossier W8482-218688

Buyer ID - Id de l'acheteur 29M CCC No./N° CCC - FMS No./N° VME

6.8.1 Basis of Payment

SACC Manual Clause C0207C (2013-04-25) Basis of Payment - Firm Unit Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in contract. Customs duties are excluded and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

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

6.8.2 Limitation of Price

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

6.8.3 SACC Manual Clauses

C2000C (2007-11-30) Taxes - Foreign-based Contractor

C2605C (2008-05-12) Canadian Customs Duties and Sales Tax - Foreign-based Contractor

C2608C (2019-05-30) Canadian Customs Documentation

C2610C (2007-11-30) Customs Duties - Department of National Defence - Importer (+\$250,000.00)

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

6.8.4 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).

6.9 Invoicing Instructions

SACC Manual clause H5001C (2008-12-12) Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be submitted on the supplier's own invoice form and must be prepared to show:

- a) The date;
- b) Name and address of the consignee(s);
- c) Item number, quantity, part number, reference number and description;
- d) Contract numbers.

2. Invoices must be distributed as follows:

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

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

AND

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

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

Department of National Defence 101 Colonel By Drive Ottawa, Ontario K1A 0K2 Attention: D Mar P 5-4-2-7

6.10 Certifications and Additional Information

6.10.1 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.

6.11 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Ontario**.

6.12 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 DND Contract;
- (b) 2010A (2020-05-28) General conditions: Goods (medium complexity);
- (c) The contractor's bid dated _____.

File No. - N° du dossier W8482-218688

Buyer ID - Id de l'acheteur 29M CCC No./N° CCC - FMS No./N° VME

6.13 Defence Contract

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

6.14 SACC Manual Clauses

B7500C (2006-06-16) Excess Goods

D3010C (2016-01-28) Delivery of Dangerous Goods/Hazardous Products

D3015C (2014-09-25) Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance

D2001C (2007-11-30) Labelling

<u>D0050C</u> (2007-05-25) End User Certificate

A9062C (2011-05-16) Canadian Forces Site Regulations

A9068C (2010-01-11) Government Site Regulations

6.15 Shipping Instructions

D0037C (2016-01-28) Shipping Instructions (DND) 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.

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 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, the International Air Transport Association regulations or the applicable Canadian Dangerous Goods Shipping Regulations, and a copy of the material safety data sheet.

File No. - N° du dossier W8482-218688

Buyer ID - Id de l'acheteur 29M CCC No./N° CCC - FMS No./N° VME

W 0402-210000 W 0402-210000

- 4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labeling, and the marking of each piece with a Transportation Control Number.
- The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.
- 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 thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

OR

D0035C (2018-06-21) Shipping Instructions (DND) Foreign-Based Contractor

- 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.

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

Inbound Logistics United Kingdom (ILUK):

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

Facsimile: 011-44-1895-613047

E-mail: CFSUEDetUKMovements@forces.gc.ca

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

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

OR

Amd. No. - N° de la modif.

File No. - N° du dossier W8482-218688

Buyer ID - Id de l'acheteur 29M CCC No./N° CCC - FMS No./N° VME

Inbound Logistics Europe Area (ILEA): Telephone: +49-(0)-2451-717199 or 717200

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

- 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;
 - g) Schedule B codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
 - h) Canada-United States-Mexico Agreement Certification of Origin (in accordance with clause C2608C, section 2) for the U.S. and Mexico only;
 - i) full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transport Association regulations or the applicable Canadian Dangerous Goods Shipping Regulations and a copy of the material safety data sheet.
 - j) full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transport Association regulations or the applicable Canadian Dangerous Goods Shipping Regulations and a copy of the material safety data sheet.
- 4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labeling, the marking of each piece with a Transportation Control Number and customs documentation.
- 5. The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.
- 6. If the Contractor delivers the goods at a place and time that are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
- 7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

6.16 Exchange rate fluctuation adjustment

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

- 1. The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. 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.
- For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.
- 3. The total price paid by Canada on each invoice will be adjusted at the time of payment. The exchange rate adjustment amount will be calculated in accordance with the following formula: Exchange rate adjustment = FCC x Qty x (i₁ i₀) / i₀ where formula variables correspond to:

FCC

Foreign currency component (per unit)

Qty

quantity of units

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Initial exchange rate (CAN\$ per unit of foreign currency [for example US\$1]).

The initial exchange rate is set as the Bank of Canada rate on the solicitation closing date. The Bank of Canada publishes its rates each business day by 16:30 Eastern Time.

i₁

Exchange rate for adjustments (ERA) (CAN\$ per unit of foreign currency [for example US\$1]). The Bank of Canada publishes its rates each business day by 16:30 Eastern Time.

- a. The ERA for goods will be the Bank of Canada rate on the date the goods were delivered.
- b. The ERA for services will be the Bank of Canada rate on the last business day of the month for which the services were performed.
- c. The ERA for advance payments will be the Bank of Canada rate on the last business day prior to the payment. The last published business day rate will be used for non-business days.
- 4. The Contractor must indicate the total exchange rate adjustment amounts (whether they are upward, downward or present no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form <a href="https://www.pwgsc-tpsicolorgy.com/pwgsc-tp
- 5. The exchange rate adjustment will only impact the payment to be made by Canada where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form PWGSC-TPSGC 450 (that is [i₁ i₀) / i₀]).
- 6. Canada reserves the right to audit any revision to costs and prices under this clause.

Buyer ID - Id de l'acheteur 29M CCC No./N° CCC - FMS No./N° VME

6.17 Equivalent Products - Contract

- (a) 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 C05-005-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.
- (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.

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

Item / Article	Item Details/ Details de l'article	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 / Code de l'Assurance de la Qualité	SOQR Required / EDEDQ Requis	Controlled Goods (CTAT or ITAR) / Marchandises Contrôlées (ATTC ou ITAR)	Trade Agreements / Accords commerciaux	Part Offered / Pièce Offerte	Firm Unit Price (Taxes Extra) / Prix Unitaire Ferme (taxes applicable un sus)
1	NSN / NNO: 6810-20-0038352 Item / Article: ELECTROLYTE, ACID / ELECTROLYTE, ACIDE PN / N: SAP 49032773 NCAGE / EEPO: 1.2008 MANUFACTURER / FABRICANT: BRENNTAG CANADA INC Additional Technical requirements apply to Item 1. Please filind Annox C attached outlining additional requirements. / Des exigences techniques supplementaires s'appliquent au article 1. Veuillez trouver l'annexe C et-jointe décrivant les exigences supplémentaires. Or equivalent / Ou Equivalent:	ш/ц	60,000	FORMATION COMMANDER CFB Esquimalt Attr: Receiving Bidg 66 Colwood VICTORIA BC VSC 180 CANADA	DEPT. NATIONAL DEFENCE Department of National Defence Base Logistics Officer CFB Esquimalt STN Forces, P.O. Box 17000 VICTORIA, BC V9A 7N2 CANADA	NO / NON	c	No/Non	No/Non	Yes/Oui	PN / N: NCAGE / EEPO: MANUFACTURER / FABRICANT:	
2	NSN / NNO: 4820-01-0135867 Item / Article: VALVE,SAFETY RELIEF / SOUPAPE,DE SURETE ET DE DECHARGE PN / N: 14400005101 NCAGE / EEPO: F0555 MANUFACTURER / FABRICANT: MBDA FRANCE PN / N: 91727001 NCAGE / EEPO: F6481 MANUFACTURER / FABRICANT: BAE SYSTEMS MARINE LIMITED PN / N: 41070151 NCAGE / EEPO: F6481 MANUFACTURER / FABRICANT: BAE SYSTEMS MARINE LIMITED PN / N: 4070151 NCAGE / EEPO: F6481 MANUFACTURER / FABRICANT: BAE SYSTEMS MARINE LIMITED PN / N: V-66 NCAGE / EEPO: FAC91 NANUFACTURER / FABRICANT: ACTUANT FRANCE Or equivalent / Ou Equivalent:	EA/CH	8	FORMATION COMMANDER CFB Esquimalt Attr: Receiving Bidg 66 Cotwood VICTORIA BC V9C 1B0 CANADA	DEPT. NATIONAL DEFENCE Department of National Defence Base Logistics Officer CFB Esquimalt STN Forces, P.O. Box 17000 VICTORIA, BC V9A 7N2 CANADA	NO / NON	c	No/Non	No/Non	Yes/Oui	PN / N: NCAGE / EEPO: MANUFACTURER / FABRICANT:	
3	NSN / NNO: 4820-01-0135867 Item / Article: VALVE,SAFETY RELIEF / SOUPAPE,DE SURETE ET DE DECHARGE PN / N: 14400005101 NCAGE / EEPO: F0555 MANUFACTURER / FABRICANT: MBDA FRANCE PN / N: 917270001 NCAGE / EEPO: F6481 MANUFACTURER / FABRICANT: BAE SYSTEMS MARINE LIMITED PN / N: 41070151 NCAGE / EEPO: F6481 MANUFACTURER / FABRICANT: BAE SYSTEMS MARINE LIMITED PN / N: V-66 NCAGE / EEPO: FAC91 MANUFACTURER / FABRICANT: ACTUANT FRANCE Or equivalent / Ou Equivalent:	EA/CH	8	FORMATION COMMANDER HMC Dockyard Bidg D206 Door 1 thru 13 Hailfax, NS B3K 5X5 Canada	DEPT. NATIONAL DEFENCE Maritime Forces Atlantic Acts Payable Bidg. 5-90, Room 334 2666 Sextant Lane, Stadacona PO Box 99000 Stn Forces Halifax, NS B3K SX5 Canada	NO / NON	c	No/Non	No/Non	Yes/Oui	PN / N: NCAGE / EEPO: MANUFACTURER / FABRICANT:	

4	NSN / NNO: 3010-01-6511877 Item / Article: HUB.COUPLING FLEXIBLE / MOYEU, ACCOUPLEMENT ELASTIQUE PN / N: M20001604 NCAGE / EEPO: 14204 MANUFACTURER / FABRICANT: MAGNALOY COUPLING CO DIV OF DOUVILLE-JOHNSTON CORP Or equivalent / Ou Equivalent:	EA/CH	FORMATION COMMANDER CPB Esquimalt 7 Attn: Receiving Bidg 66 Colwood VICTORIA BC V9C 180 CANADA	DEPT. NATIONAL DEFENCE Department of National Defence Base Logistics Officer CFB Esquimalt STH Forces, P.O. Box 17000 VICTORIA, BC V9A 7N2 CANADA	NO / NON	С	No/Non	No/Non	Yes/Oui	PN / N: NCAGE / EEPO: MANUFACTURER / FABRICANT:
5	NSN / NNO: 3010-01-6511877 Item / Article: HUB, COUPLING, FLEXIBLE / MOYEU, ACCOUPLEMENT ELASTIQUE PN / N: M20001604 NCAGE / EEPO: 14204 MANUFACTURER / FABRICANT: MAGNALOY COUPLING CO DIV OF DOUVILLE-JOHNSTON CORP Or equivalent / Ou Equivalent:	EA/CH	FORMATION COMMANDER HMC Dockyard Bidg D206 Door 1 thru 8 13 Halifax, NS B3K SX5 Canada	DEPT. NATIONAL DEFENCE Maritime Forces Atlantic Accts Payable Bidg. 5-90, Room 334 2686 Sextant Lane, Stadacona PO Box 99900 Stir Forces Halifax, NS B3K 5X5 Canada	NO / NON	C	No/Non	No/Non	Yes/Qui	PN / N: NCAGE / EEPO: MANUFACTURER / FABRICANT:
6	NSN / NNO: 3010-01-6511878 Item / Article: INSERT,FLEXIBLE COUPLING / ELEMENT CENTRAL,ACCOUPLEMENT FLEXIBLE PN / N: M270H5 NCAGE / EEPD: 14:204 MANUFACTURER / FABRICANT: MAGNALOY COUPLING CO DIV OF DOUVILLE-JOHNSTON CORP Or equivalent / Ou Equivalent:	EA/CH	FORMATION COMMANDER CPB Esquimalt 7 Attn: Receiving Bidg 66 Colwood VICTORIA BC V9C 180 CANADA	DEPT. NATIONAL DEFENCE Department of National Defence Base Logistics Officer CFB Esquimalt STN Forces, P.O. Box 17000 VICTORIA, BC V9A 7N2 CANADA	NO / NON	c	No/Non	No/Non	Yes/Oui	PN / N: NCAGE / EEPO: MANUFACTURER / FABRICANT:
7	NSN / NNO: 3010-01-6511878 Item / Article: INSERT,FLEXIBLE COUPLING / ELEMENT CENTRAL,ACCOUPLEMENT FLEXIBLE PN / N: M270H5 NCAGE / EEPC: 14204 MANUFACTURER / FABRICANT: MAGNALOY COUPLING CO DIV OF DOUVILLE-JOHNSTON CORP Or equivalent / Ou Equivalent:	EA/CH	FORMATION COMMANDER HMC Dockyard Bldg D260 Boor 1 thru 8 13 Hallfax, NS B3K SX5 Canada	DEPT. NATIONAL DEFENCE Maritime Forces Atlantic Acts Payable Bidg. 5-90, Room 334 2686 Sextant Lane, Stadacona PO Box 99900 Stn Forces Halifax, NS B3K 5X5 Canada	NO / NON	С	No/Non	No/Non	Yes/Oui	PN / N: NCAGE / EEPO: MANUFACTURER / FABRICANT:

8	NSN / NNO: 3010-01-6517099 Item / Article: COUPLING, SHAFT, RIGID / ACCOUPLEMENT RIGIDE, ARBRE PN / N: M182472A NCAGE / EEPO: 14204	EA/CH	FORMATION COMMANDER CFB Esquimait 7 Attn: Receivalit	DEPT. NATIONAL DEFENCE Department of National Defence Base Logistics Officer CFB Esquimat	NO / NON	С	No/Non	No/Non	Yes/Oui	PN / N: NCAGE / EEPO:
•	MANUFACTURER / FABRICANT: MAGNALOY COUPLING CO DIV OF DOUVILLE-JOHNSTON CORP Or equivalent / Ou Equivalent:	247 (41)	Bidg 66 Colwood VICTORIA BC V9C 1 CANADA	STN Forces, P.O. Box 17000	NOT NOT	· ·	NUNUII	NONOI	Testoul	MANUFACTURER / FABRICANT:
9	NSN / NNO: 3010-01-6517099 Item / Article: COUPLING, SHAFT, RIGID / ACCOUPLEMENT RIGIDE, ARBRE PN / N: M182472A NCAGE / EEPO: 14204 MANUFACTURER / FABRICANT: MAGNALOY COUPLING: CO DIV OF DOUVILLE-JOHNSTON CORP Or equivalent / Ou Equivalent:	EA/CH	FORMATION COMMANDER HMC Dockyard Bidg D206 Door 1 th 13 Halifax, NS B3K SX5 Canada	DEPT. NATIONAL DEFENCE Maritime Forces Atlantic Acts Payable Bidg. S-90, Com 334 2666 Sextant Lane, Stadacona PO Box 99000 Stn Forces Halifax, NS B3K 5X5 Canada	NO / NON	С	No/Non	No/Non	Yes/Oui	PN / N: NCAGE / EEPO: MANUFACTURER / FABRICANT:
10	NSN / NNO: 4930-99-3062888 Item / Article: GUN,FLUID,DIRECT DELIVERY / SERINGUE A HUILE PN / N: SSKY/546/00/0613/000 NCAGE / EEPD: K6451 MANUFACTURER / FABRICANT: BAE SYSTEMS MARINE LIMITED Or equivalent / Ou Equivalent:	EA/CH	FORMATION COMMANDER CFB Esquimait Attr. Receiving Bidg 66 Colwood VICTORIA BC V9C 1 CANADA	DEPT. NATIONAL DEFENCE Department of National Defence Base Logistics Officer CPE Esquimat STN Forces, P.O. Box 17000 VICTORIA, BC V9A 7N2 CANADA	NO/NON	a	No/Non	No/Non	Yes/Oul	PN / N: NCAGE / EEPO: MANUFACTURER / FABRICANT:
11	NSN / NNO: 5977-99-7232914 Item / Article: BRUSH, ELECTRICAL CONTACT / BALAI, ELECTRIQUE PN / N: 513628660C NCAGE / EEPO: K1073 MANUFACTURER / FABRICANT: MORGANITE ELECTRICAL CARBON LIMITED PN / N: SK2UPT762A NCAGE / EEPO: K1522 MANUFACTURER / FABRICANT: BALS SYSTEMS (OPERATIONS) LTD Or equivalent / Ou Equivalent:	EA/CH	FORMATION COMMANDER CFB Esquimait Attr. Receiving Big 66 Colwood VICTORIA BC V9C 1 CANADA	DEPT. NATIONAL DEFENCE Department of National Defence Base Logistics Officer CFB Esquimatt STN Forces, P.O. Box 17000 VICTORIA, BC V9A 7N2 CANADA	NO/NON	С	No/Non	No/Non	No/Non	PN / N: NCAGE / EEPO: MANUFACTURER / FABRICANT:

					1							
12	NSN / NNO: 5977-99-7232914 Item / Article: BRUSH, ELECTRICAL CONTACT / BALAI, ELECTRIQUE PN / N: 513623661C NCAGE / EEPO: K1073 MANUFACTURER / FABRICANT: MORGANITE ELECTRICAL CARBON LIMITED PN / N: SC2UPT762A NCAGE / SE2	EA/CH	200	FORMATION COMMANDER HMC Dockyard Bldg D206 Door 1 thru 13 Halifax, NS B3K 5X5 Canada	DEPT. NATIONAL DEFENCE Maritime Forces Atlantic Accts Payable Bidg. S-90, Room 334 2866 Sextant Lane, Stadacona PO Box 99000 Stn Forces Halifax, NS B3K 5X5 Canada	NO / NON	С	No/Non	No/Non	No/Non	PN / N: NCAGE / EEPO: MANUFACTURER / FABRICANT:	
13	NSN / NNO: 6685-99-7346345 Item / Article: INDICATOR, TEMPERATURE, ELECTRICAL RESISTANCE / INDICATEUR, TEMPERATURE, A RESISTANCE ELECTRIQUE PN / N: 083-05V-2208008 NCAGE / EEPO: K6197 MANUFACTURER / FABRICANT: TYCO ELECTRONICS UK LTD PN / N: 087-11KD-FASS-FB NCAGE / EEPO: K6197 MANUFACTURER / FABRICANT: TYCO ELECTRONICS UK LTD PN / N: 25-39603-363 NCAGE / EEPO: U4602 MANUFACTURER / FABRICANT: TEODINGTON ELECTRONICS LTD Or equivalent / Ou Equivalent:	EA/CH	16	FORMATION COMMANDER CFB Esquimalt Attr: Receiving Bidg 66 Colwood VICTORIA BC V9C 180 CANADA	DEPT. NATIONAL DEFENCE Department of National Defence Base Logistics Officer CFB Esquimant STN Forces, P.O. Box 17000 VICTORIA, BC V9A 7N2 CANADA	NO / NON	C	No/Non	No/Non	Yes/Oui	PN / N: NCAGE / EEPO: MANUFACTURER / FABRICANT:	
14	NSN / NNO: 6685-99-7346345 Item / Article: INDICATOR, TEMPERATURE, ELECTRICAL RESISTANCE / NDICATEUR, TEMPERATURE, A RESISTANCE ELECTRIQUE PN / N: 083-05V-2208008 NCAGE / EEPO: K6197 MANUFACTURER / FABRICANT: TYCO ELECTRONICS UK LTD PN / N: 087-11KD-FASS-FB NCAGE / IEEPO: K6197 MANUFACTURER / FABRICANT: TYCO ELECTRONICS UK LTD PN / N: 25-39603-383 NCAGE / EEPO: 14602 MANUFACTURER / FABRICANT: TEODINGTON ELECTRONICS LTD Or equivalent / Ou Equivalent:	EA/CH	16	FORMATION COMMANDER HMC Dockyard Blidg D206 Door 1 thru 13 Hallfax, NS B3K 5X5 Canada	DEPT. NATIONAL DEFENCE Maritime Forces Atlantic Accts Payable Bidg. S-90, Roma 334 2866 Sextant Lane, Stadacona PO Box 99000 Stn Forces Halifax, NS B3K 5X5 Canada	NO / NON	С	No/Non	No/Non	Yes/Oui	PN / N: NCAGE / EEPO: MANUFACTURER / FABRICANT:	
	NSN / NNO: 5925-99-7633231 Item / Article: MECHANISM.OPERATING / MECANISME, FONCTIONNEMENT										PN / N:	

15	PN / N: A618-0114-0001 NCAGE / EEPO: K8865 MANUFACTURER / FABRICANT: ALSTOM AUTOMATION LTD (DEFENCE SYSTEMS) * Part Superseded. For Reference Only * / * Partie remplacé. Pour référence seulement * Or equivalent / Ou Equivalent:	EA/CH	FORMATION COMMANDER CFB Esquimalt 4 Attn: Receiving Bidg 66 Colwood VICTORIA BC V9C 1B0 CANADA	DEPT. NATIONAL DEFENCE Department of National Defence Base Logistics Officer CFB Esquimalt STH Forces, P.O. Box 17000 VICTORIA, BC V9A 7N2 CANADA	NO/NON	Q	No/Non	No/Non	No/Non	NCAGE / EEPO: MANUFACTURER / FABRICANT:
16	NSN / NNO: 5925-99-7833231 Item / Article: MECHANISM.OPERATING / MECANISME, FONCTIONNEMENT PN / N: A618-0114-0001 NCAGE / IEEPO: K8865 MANUFACTURER / FABRICANT: ALSTOM AUTOMATION LTD (DEFENCE SYSTEMS) * Part Superseded. For Reference Only * / * Partie remplacé. Pour référence seulement * Or equivalent / Ou Equivalent:	EA/CH	FORMATION COMMANDER HMC Dockyard Bidg D266 Boor 1 thru 2 Halifax, NS B3K SX5 Canada	DEPT. NATIONAL DEFENCE Maritime Forces Atlantic Accts Payable Bidg. S-90, Room 334 2686 Sextant Lane, Stadacona PO Box 93000 Stm Forces Hailfax, NS B3K SX5 Canada	NO / NON	Q	No/Non	No/Non	No/Non	PN / N: NCAGE / EEPO: MANUFACTURER / FABRICANT:
17	NSN / NNO: 4320-99-9939781 Item / Article: PUMP / POMPE PN / N: 2H3-003 PN / N: QH24-003R NCAGE / EEPO: K0274 MANUFACTURER / FABRICANT: PRIMARY FLUID POWER LTD PN / N: 2H3-003 PN / N: QH23 PN / N: QH23 PN / N: QH23 PN / N: QH24-003R NCAGE / EEPO: S\$836 MANUFACTURER / FABRICANT: TRUNINGER AG Or equivalent / Ou Equivalent:	EA/CH	FORMATION COMMANDER CFB Esquimait 4 Attn: Receiving Bidg 66 Colwood VICTORIA BC V9C 1B0 CANADA	DEPT. NATIONAL DEFENCE Department of National Defence Base Logistics Officer CFB Esquimalt STH Forces, P.O. Box 17000 VICTORIA, BC V9A 7N2 CANADA	NO / NON	С	No/Non	No/Non	Yes/Oui	PN / N: NCAGE / EEPO: MANUFACTURER / FABRICANT:
18	NSN / NNO: 4320-99-9939781 Item / Article: PUMP / POMPE PN /N: 2H3-003 PN /N: 0H24-003R NCAGE / EEPO: K0274 MANUFACTUKER / FABRICANT: PRIMARY FLUID POWER LTD PN / N: 2H3-003 PN / N: 0H23 PN / N: 0H23 PN / N: 0H23 NCAGE / EEPO: SS836 MANUFACTURER / FABRICANT: TRUNINGER AG Or equivalent / Ou Equivalent:	EA/CH	FORMATION COMMANDER HMC Dockyard Bidg D206 Door 1 thru 4 13 Hallfax, NS B3K SX5 Canada	DEPT. NATIONAL DEFENCE Maritime Forces Atlantic Accts Payable Bldg. 5-90, Room 334 2686 Sextant Lane, Stadacona PO Box 99000 Stin Forces Halifax, NS B3K 5X5 Canada	NO / NON	С	No/Non	No/Non	Yes/Oui	PN / N: NCAGE / EEPO: MANUFACTURER / FABRICANT:

 $\label{eq:solution} \begin{tabular}{ll} Solicitation No. - N^\circ \ de l'invitation \\ W8482-218688/A \\ \hbox{Client Ref. No. - N}^\circ \ de \ ref. \ du \ client \\ W8482-218688 \\ \end{tabular}$

Amd. No. - N° de la modif.

 $\begin{array}{c} \text{File No. - N}^{\circ} \text{ du dossier} \\ W8482\text{-}218688 \end{array}$

Buyer ID - Id de l'acheteur 29M CCC No./N° CCC - FMS No./N° VME

ANNEX "B" - ELECTRONIC PAYMENT INSTRUMENTS

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

ANNEX C - TECHNICAL STATEMENT OF REQUIREMENT FOR LINE 1 FOR VICTORIA CLASS SUBMARINE MAIN BATTERY ELECTROLYTE

1. INTRODUCTION

1.1 <u>Scope</u>. This Statement of Requirements specifies the requirements for the electrolyte (1.285 kg/l @ 15°C; 37% sulfuric acid) for a VICTORIA class submarine main battery.

2. ELECTROLYTE REQUIRMENTS

- 2.1 <u>Electrolyte Quantity</u>. The quantity of electrolyte delivered shall be sixty thousand (60,000) litres of sulfuric acid.
- 2.2 <u>Appearance.</u> A sample of electrolyte shall be clear and colourless when viewed through a 30cm deep column.
- 2.3 Specific gravity (SG)/Relative Density must be 1.283 1.286 kg/l @15°C (i.e. 36.0-38.0% w/w)
- 2.4 <u>Electrolyte Purity Requirements</u>. The maximum limit of impurities must not exceed those listed in table 1.
- 2.5 <u>Testing for Purity</u>. The impurities must be tested as listed in table 1 using the following methods: inductively coupled plasma optical emission spectrometry (ICP-OES), Inductively Coupled Plasma Mass Spectrometer (ICP-MS) or British Standard 3031: "Specification for sulfuric acid used in lead-acid Batteries":September 1996 (BS 3031:1996).

Impurity	Max limit PPM	Test method/ Document
	(mg/kg <u>)</u>	
1. Copper (Cu)	0.60	ICP-MS or ICP-OES
2. Arsenic (As)	0.05	ICP-MS or ICP-OES
3. Antimony (Sb)	1.0	ICP-MS or ICP-OES
4. Manganese (Mn)	0.40	ICP-MS or ICP-OES
5. Chromium (Cr)	0.40	ICP-MS or ICP-OES
6. Iron (Fe)	10.0	ICP-MS or ICP-OES
7. Nickel (Ni)	0.4	ICP-MS or ICP-OES
8. Lead (Pb)	1.0	ICP-MS or ICP-OES
9. Mercury (Hg)	0.03	ICP-MS or ICP-OES
10. Cadmium (Cd)	0.01	ICP-MS or ICP-OES

11. Selenium (Se)	0.4	ICP-MS or ICP-OES
12. Chlorides (as HCl)	5.0	BS 3031:1996
13. Nitrogen as ammonium (as NH3)	5.0	BS 3031:1996
14. Nitrogen Oxides (as HNO3)	5.0	BS 3031:1996
15. Volatile organic acids	20.0	BS 3031:1996
16. Oxidizable organic substances	30.0	BS 3031:1996
17. Residue on ignition	50.0	BS 3031:1996

Table 1. Electrolyte impurity limits for 36.0-38.0% sulfuric acid.

3. ELECTROLYTE SHIPMENT

- 3.1 <u>Environment and Safety Regulations</u>. The shipping method for the electrolyte and all product test samples must comply with the applicable Federal and Provincial environmental and safety regulations regarding the identification, transportation and handling of sulfuric acid.
- 3.2 The electrolyte shall be delivered by bulk road transport that is capable of discharging the product into the Canadian Forces Base (CFB) Esquimalt Corrosive Fluids Facility (CFF).
 - 3.2.1 Fiberglass Resin tankers have proven to eliminate nuisance contamination of heavy metals.
- 3.3 The full quantity of electrolyte must be shipped to its delivery destination in para 5.1 in <u>no</u> more than three (3) bulk tanker loads.
- 3.4 Each tanker must be capable of being detached from its delivery vehicle and be capable of fitting in the CFF with bay doors closed.
 - 3.4.1 CFF has a pull through entry and exit. The bay doors are 4 meters wide by 4.4 meters high with 12.5 meters of linear floor space for the tanker.
- 3.5 Only one tanker will be permitted on CFB Esquimalt premise at any given time.
- 3.6 Each tanker must have air type pumping capability.
- 3.7 Hook up specifications to tanker must be provided one (1) month prior to delivery of the first tanker to the personnel in para 5.3 to allow CFF to provide the connection interfaces between the tanker and the bulk holding tanks.

4. ELECTROLYTE PURITY TESTING

4.1 Testing must be conducted to verify the purity requirements listed in Section 2, Table 1 by a lab service provider contracted by the Contractor.

- 4.2 All testing equipment must have valid calibration certificates.
- 4.3 Preliminary Electrolyte Sample Quantities. Individual electrolyte samples shall contain at least one (1) litre of product. If the product is manufactured in batches, one (1) randomly selected electrolyte samples per batch of product shall be delivered for preliminary tests. Alternatively, if the product is manufactured continuously, one (1) randomly selected electrolyte sample per bulk electrolyte tanker shall be delivered. Sample must be taken from low, middle and top portion tanker.
- 4.4 <u>Pre-shipping Testing</u>. Electrolyte must pass testing prior to shipping. Samples must be tested no more than 9 calendar days before shipping.
- 4.5 <u>Delivery Acceptance Testing</u>. Following the arrival of each tanker load of electrolyte at CFB Esquimalt, the contractor must obtain samples from the tanker and have the samples tested to ensure conformance with section 2 table 1. These final tests must be completed in not more than 9 calendar days from the date of tanker arrival. The tanker will remain in the CFB Esquimalt CFF during this period.
- 4.6 <u>Final Test Results</u>. If the final test results meet the requirements listed in section 2, the electrolyte shall be pumped into the CFF receiving tanks. Should the electrolyte be unacceptable, the contractor must dispose of the unacceptable batch as per local and federal environmental guidelines and provide new electrolyte at no additional cost to the Crown.
- 4.7 <u>Test Results Reporting:</u> All testing results must be reported to the Contracting Authority and Technical Authority as identified in the Contract, complete with copies of test equipment calibration certificates.

5. DELIVERY

- 5.1 <u>Delivery Destination</u>. The electrolyte shall be delivered to the CFF Building SH596, CFB Esquimalt Dockyard, Esquimalt, British Columbia, Canada.
- 5.2 <u>Delivery Schedule</u>. The first delivery of the bulk electrolyte must be no later than 14 May 2021. The last delivery of the bulk electrolyte must be no later than 01 September 2021.
- 5.3 <u>Delivery Notification:</u> The Contractor must notify the following personnel of the pending shipment of the product at least two weeks prior to the actual delivery of the electrolyte, by e-mail:
 - 1. FMF CB, Electrical Work Centre Manager.
 - 2. Contracting Authority and Technical Authority as outlined by the contract

6. MATERIAL SAFETY DATA SHEET

- 6.1 The Contractor shall supply one copy of Material Safety Data Sheets (MSDS) to each of the above listed personnel in para 5.3 at least two weeks prior to the actual delivery of the electrolyte. Two copies of the MSDS must also be shipped along with the product to the above listed Delivery Destination in para 5.1. More information on MSDS can be found at <a href="https://www.canada.ca/en/health-canada/services/environmental-workplace-health/occupational-health-safety/workplace-hazardous-materials-information-system/whmis-2015/labelling-chemicals-workplace-chemicals/new-hazardous-products-regulations-requirements.html.
- 6.2 <u>MSDS Content</u>. The MSDS shall contain at least a description of the product, handling and storage instructions, cautionary notes, instructions in the event of accident, and a list of the required safety gear required for handling the product.