



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  
Fax / Télécopieur: (819) 997-9776  
50 Victoria Street, PDP I, Mailroom C114  
Gatineau, Québec, K1A 0C9

#### Proposal To: National Defence Canada

We hereby offer to sell to His Majesty the King 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 le Roi du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

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

At – à : 14 :00 EDT/HAE

On - le : 2024 / 05 / 08

|   |   |
|---|---|
| <b>Title/Titre</b><br>Multiple <i>Victoria</i> -Class Spares : Kits<br>/ Plusieurs Pièces de Rechange de<br>Classe- <i>Victoria</i> : Rechanges | <b>Solicitation No – N° de l’invitation</b><br>W8482-242529/A |
| <b>Date of Solicitation – Date de l’invitation</b><br>2024 / 03 / 20  |   |
| <b>Address Enquiries to – Adresser toutes questions à</b><br><br>Darrell.Hill@forces.gc.ca  |   |
| <b>Telephone No. – N° de téléphone</b><br>N/A   | <b>FAX No – N° de fax</b><br>N/A                              |
| <b>Destination</b><br><br>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 FCA- Free Carrier. 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 FCA franco transporteur. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.**

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

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Solicitation No. - N° de l'invitation  
W8482-242529/A  
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.  
File No. - N° du dossier  
W8482-242529/A

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Statement of Requirement**

The requirement is detailed under the "Line Item Details".

### **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 Canada Post Corporation's (CPC) Connect service**

This bid solicitation allows bidders to use the CPC 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.

### **1.4 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)

## **PART 2 - BIDDER INSTRUCTIONS**

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

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2023-06-08) 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.

### 2.1.1 Technical Difficulties of Bid Transmission

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- (i) The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR
- (ii) The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

### 2.1.2 Completeness of the Bid

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

1. That certifications and securities required at bid closing are included.
2. That bids are properly signed, that the bidder is properly identified.
3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.
4. That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
5. All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

### 2.1.3 SACC Manual Clauses

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

## 2.2 Submission of Bids

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

Note: For bidders choosing to submit using Canada Post Corporation's (CPC) Connect service for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.pareceptiondessomissions-apbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.pareceptiondessomissions-apbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

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

### 2.3 Enquiries - Bid Solicitation

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

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

### 2.4 Applicable Laws

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

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

### 2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## 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 CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that the Bidder submits its bid in separately bound sections as follows:

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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 CPC Connect service, the wording of the electronic copy provided through CPC Connect service will have priority over the wording of the other copies.

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

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

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

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

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

- 1) Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3) Unless otherwise noted, bidders are encouraged to submit bids electronically. If hard copies are required, bidders should:
  - a. 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
  - b. 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.

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### **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.

#### **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

### **Section III: Certifications**

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

## **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 technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

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



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Item will be considered to meet the requirement without requiring an assessment as an equivalent product.

- (c) Proposed equipment that is a replacement part number (superseded or obsolete) from the Original Equipment Manufacturer of the Item of Supply listed under a Line Item must be assessed as an equivalent product under this Article, in order to be considered to meet the requirement.
- (d) If a bidder intends to propose a part as an equivalent to a required Item of Supply, and it has or is able to obtain complete specifications for the Item of Supply, it must provide to Canada in its bid this Item of Supply specification, along with the specification established for its proposed equivalent. Canada may instruct the bidder to use the provided Item of Supply specification, or another specification provided by Canada, for the purposes of demonstrating equivalency. If the Item of Supply specification is provided by Canada to the bidder, it will be made available to all bidders at the same time. During the evaluation period, the bidder must provide to Canada an analysis within seven business days of the request to do so, showing a comparison of the specification of its proposed equivalent part with the Item of Supply specification. The analysis must demonstrate that the proposed equivalent part is equivalent in fit, form, function, quality and performance to the required Item of Supply, that it meets any mandatory performance criteria identified in the solicitation, and that the proposed equivalent is fully compatible, interoperable and interchangeable with existing equipment identified in the bid solicitation. If the analysis submitted by the bidder does not demonstrate to the satisfaction of Canada such requirements, the bid will either be declared non-responsive, or will be subject to further evaluation if sampling is requested by Canada.
- (e) It is the responsibility of the Bidder to include all information required to evaluate the proposed equivalent product as described above; however, all bidders acknowledge that Canada will have the right, but not the obligation, to request any additional information during the evaluation that it requires to make a determination regarding the product proposed.
- (f) The bidder must provide the number of samples of its proposed equivalent part requested by Canada, transportation charges prepaid, and without charge to Canada, within three business days from the date of a request by the Contracting Authority:
- (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,

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- (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.

#### 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](#) (2021-12-02) 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 [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.

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## 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](#) website.

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"**.

### 6.3 Standard Clauses and Conditions

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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](#) (2022-12-01) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

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

## **6.4 Term of Contract**

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

The period of the contract is from date of contract award to the end of the warranty period as described in section 09 of [2010A](#) (2022-12-01) General Conditions- Goods (Medium Complexity).

### **6.4.2 Delivery Date**

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

DND reserves the right to negotiate the delivery date to before or after March 31<sup>st</sup>, 2025.

### **6.4.3 Delivery Points**

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

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Darrell Hill  
Title: Material Acquisition and Support Officer  
Department of National Defence  
Maritime Equipment Program Management  
Directorate: D Mar P 5  
Address: 101 Colonel By Drive, Ottawa, Ontario, K1A 0K2  
E-mail address: [Darrell.Hill@forces.gc.ca](mailto:Darrell.Hill@forces.gc.ca)

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

### **6.5.2 Technical Authority**

The Technical Authority for the Contract is:

Name:  
Title: Technical Authority  
Department of National Defence  
Maritime Equipment Program Management  
Address: 101 Colonel By Drive  
Ottawa, Ontario, K1A 0K2  
Email: [XXXXXX@forces.gc.ca](mailto:XXXXXX@forces.gc.ca)

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

### 6.5.3 Contractor's Representative

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

## 6.6 Payment

### 6.6.1 Basis of Payment

SACC Manual Clause [C0207C](#) (2013-04-25) Basis of Payment - Firm Price or Firm Unit Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in 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

**OR**

SACC Manual Clause [H4012C](#) (2010-01-11) Schedule of Milestones

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

| Milestone No. | Description or "Deliverable" | Firm Amount | Due Date or "Delivery Date" |
|---------------|------------------------------|-------------|-----------------------------|
|---------------|------------------------------|-------------|-----------------------------|

|       |       |       |       |
|-------|-------|-------|-------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

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

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment using PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
- c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

#### 6.6.2 Limitation of Price

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

#### 6.6.3 SACC Manual Payment Clauses

- [C2000C](#) (2007-11-30) Taxes – Foreign-based Contractor
- [C2605C](#) (2008-05-12) Canadian Customs Duties and Sales Tax - Foreign-based Contractor
- [C2608C](#) (2020-07-01) Canadian Customs Documentation
- [C2610C](#) (2007-11-30) Customs Duties - Department of National Defence – Importer
- [G1005C](#) (2016-01-28) Insurance - No Specific Requirement

#### 6.6.4 Electronic Payment of Invoices – Contract

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

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

#### 6.7 Invoicing Instructions

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.

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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) digital copy must be emailed to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

Email to: [Darrell.Hill@forces.gc.ca](mailto:Darrell.Hill@forces.gc.ca)

## **6.8 Certifications and Additional Information**

### **6.8.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## **6.9 Applicable Laws**

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

## **6.10 Priority of Documents**

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

- (a) the DND Contract;

- (b) [2010A](#) (2022-12-01) General conditions: Goods (medium complexity);  
(c) The contractor's bid dated \_\_\_\_\_.

### 6.11 Defence Contract

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

### 6.12 SACC Manual Clauses

[B7500C](#) (2006-06-16) Excess Goods  
[D9002C](#) (2007-11-30) Incomplete Assemblies  
[D2000C](#) (2007-11-30) Marking – **See Annex “C” for details for lines 1 and 2**  
[D2001C](#) (2007-11-30) Labelling  
[D0050C](#) (2007-05-25) End User Certificate  
[A9062C](#) (2011-05-16) Canadian Forces Site Regulations  
[A9068C](#) (2010-01-11) Government Site Regulations

### 6.13 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 and 2:

[D5540C](#) (2021-05-20) ISO 9001:2015 Quality Management Systems - Requirements (Quality Assurance Code Q)

[D5510C](#) (2023-06-08) Quality Assurance Authority (DND) - Canadian-based Contractor

OR

[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](#) (2021-05-20) Release Documents (DND) - United States-based Contractor

OR

[D5606C](#) (2017-11-28) Release Documents (DND) - Canadian-based Contractor

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.

[D5620C](#) (2012-07-16) Release Documents - Distribution

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

- One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- 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: [ContractAdmin.DQA@forces.gc.ca](mailto:ContractAdmin.DQA@forces.gc.ca) and [Darrell.Hill@forces.gc.ca](mailto:Darrell.Hill@forces.gc.ca)

**D5509C** (2021-05-20) Quality Assurance Requirements - Submarine Safety

The Work described in the Contract involves submarine systems or equipment classified as First Level or otherwise critical to submarine safety, as defined in Canadian Forces Technical Order (CFTO) C-23-VIC-000/AM-001, Quality Assurance for Safety in Submarines VICTORIA Class. Manufacture, repair, overhaul, installation, inspection and tests for each such item identified in the requirement must be documented in accordance with the requirements of the above mentioned CFTO.

For each such item, the Contractor must provide a Certificate of Conformity [form DND 2513 or locally produced equivalent approved by the Quality Assurance Authority (QAA)] in accordance with this CFTO. For subcontracted work, the Contractor must obtain that Certificate of Conformity from the subcontractor. Obtaining the said certificate from a subcontractor does not relieve the Contractor from its obligation to ensure compliance with the technical requirements of the Contract, nor must it be construed as authorizing any liability on the part of Canada to the subcontractor.

For each such item, the Certificate of Conformity, along with certified true copies of any deviation, waiver and all required records identified in the Statement of Quality Requirements (form DND 2328 or equivalent) attached to the Statement of Requirement, Statement of Work or Technical Specifications in Annex "C" to the Contract or otherwise attached to or forming part of the Contract, must be completed and made available for review by the designated QAA before release of such item and associated documents to the Department of National Defence. Unless otherwise directed by the QAA, those documents must be attached to, or enclosed with, the shipment they are associated to, in a waterproof envelope.

**Bidders must submit a completed Processing Procedures Record form (DND 4560, page 5 of the Statement of Quality Requirements) with their bid to be considered for a contract.**

#### **6.14 Additional Markings**

**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.

### 6.15 Packaging

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

1. Preservation and packaging for items **1 and 2** 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.

**AND**

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

*SACC Manual* **D6010C** (2007-11-30) Palletization

### 6.16 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

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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.

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.
5. The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.
6. If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either 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** (2022-12-01) Shipping Instructions (DND) Foreign-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 when the Contractor is located in the United States (U.S.):  
Inbound Logistics Coordination Center (ILCC):  
Telephone: 1-877-447-7701 (toll free)  
Facsimile: 1-877-877-7409 (toll free)  
E-mail: [ILHQOttawa@forces.gc.ca](mailto:ILHQOttawa@forces.gc.ca)  
OR
  - b. Insert the following when the Contractor is located in United Kingdom (UK) and Ireland:  
Inbound Logistics United Kingdom (ILUK):  
Telephone: 011-44-1895-613023, or 011-44-1895-613024, or  
Facsimile: 011-44-1895-613046  
E-mail: [CFSUEDetUKMovements@forces.gc.ca](mailto:CFSUEDetUKMovements@forces.gc.ca)

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

The shipment of any items above the value of 600 GBP (pound sterling) being exported from the United Kingdom and Ireland will be cleared by DND using Her Majesty's Customs & Excise (HMCE) New Export Systems (NES). The Contractor must comply with HMCE requirements by registering with HMCE or by having a freight forwarder complete the entry. A printed copy of the NES entry Export Declaration clearly displaying the Declaration Unique Consignment Reference Number must be provided by the Contractor and attached to the consignment. The Contractor must ensure that this

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procedure is carried out for all stores whether they be initial purchase or repair and overhaul export items. HMCE will authorize Canadian Forces Support Unit (Europe) to ship the goods only if the procedure has been adhered to completely and properly by the Contractor. **Note:** To ensure you receive a reply on any contracting information such as Incoterms etc, always include the e-mail address: [ILHQcontract-ILHQcontrat@forces.gc.ca](mailto:ILHQcontract-ILHQcontrat@forces.gc.ca) in carbon copy (cc).

OR

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

Inbound Logistics Europe Area (ILEA):

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

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

Email: [ILEA@forces.gc.ca](mailto:ILEA@forces.gc.ca)

**Note:** To ensure you receive a reply on any contracting information such as Incoterms etc, always include the e-mail address: [ILHQcontract-ILHQcontrat@forces.gc.ca](mailto:ILHQcontract-ILHQcontrat@forces.gc.ca) in carbon copy (cc).

OR

- d. Insert the following for U.S. Foreign Military Sales (FMS):

Inbound Logistics Coordination Center (ILCC):

Telephone: 1-877-447-7701 (toll free)

Facsimile: 1-877-877-7409 (toll free)

Email: [ILHQOttawa@forces.gc.ca](mailto:ILHQOttawa@forces.gc.ca)

Canada is responsible for the carrier selection for shipments of the goods supplied under this FMS contract. Instructions on how to obtain carrier selection from Canada are contained in U.S. Department of Defense 4000.25-8-M, Military Assistance Program Address Directory, and Canadian Special Instructions Indicator (SII). The Contractor must not ship the goods until the SII has been complied with.

3. The Contractor must provide the following information to the DND Inbound Logistics contact when arranging for shipment:
- the Contract number;
  - consignee address (if multiple addresses, items must be packaged and labeled separately with each consignee address);
  - description of each item;
  - the number of pieces and type of packaging (e.g. carton, crate, drum, skid);
  - actual weight and dimensions of each piece type, including gross weight;
  - copy of the commercial invoice (in accordance with clause [C2608C](#), section 4, of the [Standard Acquisition Clauses and Conditions Manual](#)) or a copy of the Canada Border Services Agency form CI1 [Canada Customs Invoice](#) (PDF 429KB) - ([Help on File Formats](#));
  - [Schedule B](#) codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
  - Canada-United States-Mexico Agreement Certification of Origin (in accordance with clause [C2608C](#), section 2) for the U.S. and Mexico only;
  - full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transport Association regulations or the applicable Canadian [Dangerous Goods Shipping Regulations](#) and a copy of the safety data sheet.
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, the marking of each piece with a Transportation Control Number and customs documentation.

5. The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.
6. If the Contractor delivers the goods at a place and time that are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either 30 days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or 30 days following the delivery date specified in the Contract, whichever is later.

## 6.17 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.
2. 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 =  $FCC \times Qty \times (i_1 - i_0) / i_0$   
where formula variables correspond to:

#### **FCC**

Foreign currency component (per unit)

#### **Qty**

quantity of units

#### **$i_0$**

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.

#### **$i_1$**

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

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payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form [PWGSC-TPSGC 450](#), Claim for Exchange Rate Adjustments.

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  $[i_1 - i_0] / i_0$ ).
6. Canada reserves the right to audit any revision to costs and prices under this clause.

## 6.18 Equivalent Products – Contract

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

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

#### **6.19 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

W8482-242529/A

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

| Item / Article | Item Details / Détails 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   | Estimated Delivery Date / Date de livraison estimée | Firm Unit Price (Taxes Extra) / Prix Unitaire Ferme (taxes applicable un sus) |
|----------------|--|---------------------------------------|---------------------|---|---|---|--|------------------------------|--|--|--|---|---|
| 1              | <p>NSN / NNO: 4820-99-4989904<br/>Item / Article: PARTS KIT,BALL VALVE / RECHANGES,ROBINET A TOURNANT SPHERIQUE</p> <p>PN / N: A103067 - MIS-2906/H N683<br/>NCAGE / EEPO: K5059<br/>MANUFACTURER / FABRICANT: FLOWSERVE<br/>FLOW CONTROL</p> <p>Or equivalent / Ou Equivalent</p> | KT/KT                                 | 12                  | <p>FORMATION COMMANDER<br/>CFB Esquimalt<br/>Attn: Receiving<br/>Bldg 66 Colwood<br/>VICTORIA BC V9C 1B0<br/>CANADA</p> | <p>DEPT. NATIONAL DEFENCE<br/>Department of National Defence<br/>Base Logistics Officer<br/>CFB Esquimalt<br/>STN Forces, P.O. Box 17000<br/>VICTORIA, BC V9A 7N2<br/>CANADA</p>                          | No/Non                                    | Q  | Yes/Oui                      | No/Non   | Yes/Oui                                | <p>PN/N:<br/>_____</p> <p>NCAGE / EEPO:<br/>_____</p> <p>Manufacturer / Fabricant:<br/>_____</p> | _____   | XXXXXX  |
| 2              | <p>NSN / NNO: 4820-99-4989904<br/>Item / Article: PARTS KIT,BALL VALVE / RECHANGES,ROBINET A TOURNANT SPHERIQUE</p> <p>PN / N: A103067 - MIS-2906/H N683<br/>NCAGE / EEPO: K5059<br/>MANUFACTURER / FABRICANT: FLOWSERVE<br/>FLOW CONTROL</p> <p>Or equivalent / Ou Equivalent</p> | KT/KT                                 | 12                  | <p>Formation Commander<br/>HMC Dockyard<br/>Bldg D206 Door 1 thru 13<br/>Halifax, NS<br/>B3K 5X5<br/>Canada</p>         | <p>Department of National Defence<br/>Maritime Forces Atlantic<br/>Accts Payable Bldg, S-90, Room 334<br/>2686 Sextant Lane, Stadacona<br/>PO Box 99000 Stn Forces<br/>Halifax, NS B3K 5X5<br/>Canada</p> | No/Non                                    | Q  | Yes/Oui                      | No/Non   | Yes/Oui                                | <p>PN/N:<br/>_____</p> <p>NCAGE / EEPO:<br/>_____</p> <p>Manufacturer / Fabricant:<br/>_____</p> | _____   | XXXXXX  |

NOTE: To receive the Excel Format of this Annex, please contact me at Darrell.Hill@forces.gc.ca

REMARQUE: Pour recevoir le format Excel de cette annexe, veuillez communiquer avec moi à l'adresse suivante: Darrell.Hill@forces.gc.ca



## **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).







## **Comments/Instructions**

Unique identification number: A number unique to the assembly or part referenced on the SOQR requisition number. This number shall be preceded by the letter QCA and must include the line number of the item on the SOQR. This unique identification number shall be etched on the materiel IAW C-23-VIC-000/AM-00.

QCA: Quality Control Assured. Acronym used to precede unique number for all 1st level parts

Description: Proper item name IAW CGCS

PWGSC contract number: Contract Number

PWGSC line item: Line number of item from the PWGSC contract

NATO stock number: Self explanatory

Purchase order number: Self explanatory

Comments: Any and all comments/concerns regarding item being provided under this certificate

Raised by: Who raised the comments and under what authority

Quantity: Quantity of items manufactured under this specific number. See "Batch Identification" in C-23-VIC-000/AM-001

Serial no.: Any serial number associated with this assembly

Deviations / Waivers: Any and all deviations or waivers associated with the manufacture of this item

SOQR sheet no.: Multiple SOQR sheets may sometimes be necessary

Let: Letter of line associated with SOQR sheet

Serial no. / Deviations / Waivers: Component specific serial numbers or deviations/waivers

Material ID: Numbers associated to the raw manufactured materiel or stock

Material Spec: Specification number used in the manufacture of this materiel

Batch lot no.: Number assigned to specific batches of materiel

X-Ray no.: Component specific x-ray numbers to include with x-rays taken for NAB castings or similar

Cure date: The date that rubber components were cured

Validation date: Completion date of all NAB casting certifications

Certification statement: To be certified and stamped by approved QA/QC cell

## **Commentaires /Instructions**

Numéro d'identification unique : Un numéro unique pour l'assemblage ou la pièce ou cité en référence sur l'EEQ. Ce numéro doit être gravé sur l'équipement/matériel conformément à C-23-VIC-000/AM-001 cité en référence sur l'EEQ.

CQA : Contrôle de la qualité assure. Acronyme employé qui précède un nombre unique pour toutes les pièces de 1er niveau

Description : Appellation de l'article conformément au SCGC

Numéro du contrat de TPSGC: Numéro du contrat

Ligne d'article de TPSGC : Numéro de l'article provenant du contrat

Numéro de nomenclature OTAN : Explicite

Numéro de commande : Explicite

Commentaires : Tout commentaire concernant l'article fourni conformément au présent certificat.

Demandé par : Qui a soulevé les commentaires et sous quelle autorité.

Quantité : Quantité d'articles fabriqués sous ce numéro spécifique. Voir "Identification du lot " dans le C-23-VIC-000/AM-001

N° de série : Tout numéro de série associé avec cet assemblage

Déviations / Exemptions : Toute déviation ou exemption associée à la fabrication de cet article

N° de feuille EEQ : Plusieurs feuilles EEQ sont parfois nécessaires

Let : Lettre de ligne associée avec la feuille EEQ

N° de série / Déviations / Exemptions : Numéros de séries spécifiques des composantes ou des déviations / exemptions

ID du matériel : Numéros associés aux matières premières manufacturées ou aux stocks

Spéc. du matériel : Numéros des spécifications utilisées dans la fabrication de ce matériel

N° de lot : Numéros assignés à des lots spécifiques de matériel

N° de rayons X : Composantes de numéros de rayons X spécifiques et incluant les rayons X provenant des coulages NAB ou similaires

Date de vulcanisation : Date à laquelle les composants en caoutchouc ont été vulcanisés

Date de validation : Date d'achèvement de toutes les certifications des coulages NAB

Énoncé de certification : Le fait d'être certifié et estampillé par une cellule AQ/CQ approuvée





# Statement of Quality Requirements (SOQR)

|  |  |  |  |  |  |
|--|--|--|--|--|--|
| <b>Guidance Notes on the use of this form</b><br>a) Supplier/sub-contractor may require inspections or tests in addition to those shown (A,B,C or D – see key below).<br>b) Each item shall be positively identified with its quality records.<br>c) Contracting Authority will provide requirement for third party release inspection of SOQR inspections and tests.<br>d) SOQR shall be raised by the organization nominated by the Design Authority (DA) responsible for the quality assurance requirements, e.g. DA LCMM, Design Agent, Main Contractor.<br>e) The SOQR originator may amend the 5 year retention period to meet their requirements.<br>f) The OCA number is structured as OCA/contract order number, or tracking number / line item on order/ number of item. The OCA number is to be marked on the component or assembly IAW C-23-VIC-000/AM-001 part 3, para 27, 28, 29, and 30.<br>g) The standards quoted on this SOQR are current to the SOQR initial date.<br>h) Objective Quality Evidence to be supplied in English<br>i) All process listed on process form 4560-E/F to be supplied to Canada before commencing work |  | NATO Stock Number<br><b>994989904</b>          | Serial Number<br>/                         | Contact, Order, or Tracking No.<br><b>OCA/</b> | Line Item As Per Order<br>/ <b>002</b> / |
| Description<br><b>PARTS KIT, BALL VALVE</b>  |  | Initial Date (DD-MM-YYYY)<br><b>20/02/2024</b> | Previous Enquiry/ RFQ<br><b>6000623631</b> |  |  |
| Contractor<br><b>DMEPM(SM) 4-5-2</b>   |  | Contractor Address                             |  |  |  |
| Contractor Phone Number<br><b>(819) 939-3156</b>   |  | Contractor Address                             |  |  |  |

| Notes   |                       | Documentation Requirements / Type of Test |       |
|---|-----------------------|---|-------|
| Material and Components   |                       | Welding and Brazing                       | Tests |
| 1. Cure date of any rubber item shall be indicated on the Certificate of Conformity   |                       |   |       |
| 2. Test pressure for item 38 shall be indicated in the box below (if required)  |                       |   |       |
| 3. Surface Flaw examination to be IAW BS EN ISO 9934 (DEF STAN 02-729 Part 2), DEF STAN 02-729 Part 3, BS EN ISO 3452 (DEF STAN 02-729 Part 4), or DEF STAN 08-171 as per material specifications   |                       |   |       |
| 4. As provided as an attachment   |                       |   |       |
| 5. Ultrasonic Examination of Bar Material is to be an approved procedure written to the general requirements of DEF STAN 08-171 or DEF STAN 02-729 Part 5   |                       |   |       |
| 6. A heat treatment certificate is required if raw material is heat treated from supply condition or post manufacturing/plating. If null then at minimum a comment on the Certificate of Conformity is required<br>- Fasteners IAW D STN 02-862 Part 3 clause 6.6.4: a mill certification must be supplied<br>- NAB items IAW material specifications or if not required by the specifications then as a minimum a heat treatment certificate shall be supplied that states the heat treatment condition such as "hot worked" |                       |   |       |
| 7. Zinc plated and passivated IAW DEF STAN 02-862 Part 3  |                       |   |       |
| 8. Wall thickness values are to be recorded on a wall thickness recording sheet in such a way that they are cross referenced to a grid based sketch IAW DEF STAN 02-872 Part 2, clause 3.4b   |                       |   |       |
| Drawing no. / Part no.  | Description           | Material                                  | Ref.  |
| A103067 - MIS 2906/ H N683  | PARTS KIT, BALL VALVE | ASSEMBLY                                  | A     |
| 39331/184/002   | SEAT ASSEMBLY, VALVE  | ASSEMBLY                                  | B     |
| 31135/541/002   | SUPPORT RING          | ASTM B164/BS3076NA13/NO4400               | C     |
| 39331-154-004   | SEAT                  | NYLATRON GS/GSM                           | D     |
| MIS3383   | SCREW, SOCKET HEAD    | BS EN 10088-3 GR 1.4301                   | E     |
| 3821-417-001  | BALL VALVE            | ASTM B164/BS3076NA13/NO4400               | F     |
| MIS3351   | SPINDLE, VALVE        | BS EN 10088 Gr 1.4057/BS970 431S29        | G     |

| Material and Components                 |    | Welding and Brazing | Tests | Assembly / Order Item |
|---|----|---------------------|-------|-----------------------|
| Item Identification                     | 1  | 2                   | 3     | 4                     |
| Chemical                                | 3  | 4                   | 5     | 6                     |
| Mechanical                              | 3  | 4                   | 5     | 6                     |
| Heat Treatment                          | 4  | 5                   | 6     | 7                     |
| Material Control                        | 5  | 6                   | 7     | 8                     |
| Surface Treatment                       | 6  | 7                   | 8     | 9                     |
| Ultrasonic                              | 7  | 8                   | 9     | 10                    |
| Radiographic                            | 8  | 9                   | 10    | 11                    |
| Class of Casting                        | 9  | 10                  | 11    | 12                    |
| Validation / Re-validation              | 10 | 11                  | 12    | 13                    |
| Surface Flaw (Mag Part, Dye Pen.)       | 11 | 12                  | 13    | 14                    |
| Surface Finish, Visual and Dimensional  | 12 | 13                  | 14    | 15                    |
| Pressure                                | 13 | 14                  | 15    | 16                    |
| Load                                    | 14 | 15                  | 16    | 17                    |
| Certificate of Conformity               | 15 | 16                  | 17    | 18                    |
| Continuity and condition identification | 16 | 17                  | 18    | 19                    |
| Insulation Resistance                   | 17 | 18                  | 19    | 20                    |
| Hydraulic and Insulation                | 18 | 19                  | 20    | 21                    |
| High Voltage Ionisation                 | 19 | 20                  | 21    | 22                    |
| Welding - General / Records             | 20 | 21                  | 22    | 23                    |
| Welding - Procedure                     | 21 | 22                  | 23    | 24                    |
| Welding - Acceptance Class              | 22 | 23                  | 24    | 25                    |
| Weld Repair Records NAB (If applic.)    | 23 | 24                  | 25    | 26                    |
| Brazing - Records                       | 24 | 25                  | 26    | 27                    |
| Visual                                  | 25 | 26                  | 27    | 28                    |
| Surface Flaw (Mag Part, Dye Pen.)       | 26 | 27                  | 28    | 29                    |
| Ultrasonic                              | 27 | 28                  | 29    | 30                    |
| Radiographic                            | 28 | 29                  | 30    | 31                    |
| Load                                    | 29 | 30                  | 31    | 32                    |
| Cable Certificate                       | 30 | 31                  | 32    | 33                    |
| Hydraulic and Insulation                | 31 | 32                  | 33    | 34                    |
| High and Low Temp Cycling               | 32 | 33                  | 34    | 35                    |
| Open Cable Destruction                  | 33 | 34                  | 35    | 36                    |
| Fire                                    | 34 | 35                  | 36    | 37                    |
| Shock Test                              | 35 | 36                  | 37    | 38                    |
| Process Form                            | 36 | 37                  | 38    | 39                    |
| Customer's QASOR (or SOQR)              | 37 | 38                  | 39    | 40                    |
| Pressure                                | 38 | 39                  | 40    | 41                    |
| Performance / Functional                | 39 | 40                  | 41    | 42                    |
| Cleanliness                             | 40 | 41                  | 42    | 43                    |
| Calibration                             | 41 | 42                  | 43    | 44                    |
| Preservation and Packing                | 42 | 43                  | 44    | 45                    |
| Certificate of Conformity               | 43 | 44                  | 45    | 46                    |
| Miscellaneous Certificates              | 44 | 45                  | 46    | 47                    |
| Concessions / Deviations / Waivers      | 45 | 46                  | 47    | 48                    |
| Release Inspection                      | 46 | 47                  | 48    |                       |
| Class of Documentation                  | 47 | 48                  |       |                       |

|  |   |   |  |
|--|---|---|--|
| <b>Key to Documentation Requirements/Type of Tests</b><br>A. Certification to be retained by the manufacturer for a period of 5 years and copies to be distributed in accordance with contract requirements.<br>B. Certification to be retained by the manufacturer for a period of 5 years.<br>C. Certification to be copied to the Records Authority for retention in the Quality Assurance Live File.<br>D. Documentation to be copied to the Records Authority for retention as required.<br>X. (written over A, B, C, or D) Re-used item. Original Certificates IAW C-23-VIC-000/AM-001 |   | <b>NOTICE</b><br>This documentation has been reviewed by the technical authority and does not contain controlled goods. Disclose notices and handling instructions originally received with the document shall continue to apply.   |  |
| Miscellaneous Notes:<br>Alternate Materials for P/N MIS3383 is "BS EN 3506-1 GRAZ-70".   |   | Miscellaneous Certificates:   |  |
| Sheet<br><b>2 / 2</b>  | Issue: Rev Date (DD-MM-YYYY) Init.<br><b>A 20/02/2024 GCT</b> | Test Pressure (Item 38, If required)<br><b>No Test</b>  |  |
| Comments: <b>Initial Issue</b>   |   | This form meets the requirements of C-23-VIC-000/AM-001 Revision Dated 01-11-2013<br>The French form is provided for information purposes only and DND does not guarantee the accuracy of the translated terminology. Some notes and descriptions are in English only because of the origins of the equipment (United Kingdom and United States). |  |





## 1<sup>st</sup> Level Submarine Certificate of Conformity and Index of Documentation Certificat de conformité de sous-marin de 1<sup>er</sup> niveau et index des documents

|   |  |
|---|--|
| Unique identification number - Numéro d'identification unique<br><b>QCA</b> | PWGSC contract number:<br>Numéro du contrat de TPSGC : |
| Description   | PWGSC line item:<br>Ligne d'article de TPSGC :         |
|   | NATO stock number:<br>Numéro de nomenclature OTAN :    |
|   | Purchase order number:<br>Numéro de commande :         |
| Comments - Commentaires   |  |
| Raised by:<br>Demandé par :   |  |

### Assembly details - Détails d'assemblage

|                     |                          |  |
|---------------------|--------------------------|--|
| Quantity - Quantité | Serial no. - N° de série | Deviations / Waivers - Déviations / Exemptions |
|---------------------|--------------------------|--|

### Component details - Détails des composantes

| SOQR sheet no.<br>N° de feuille<br>EEQ | Let | Serial no. / Deviations / Waivers<br>N° de série / Déviations / Exemptions | Material ID / Material spec / Batch lot no.<br>ID du matériel / Spéc du matériel / N° de lot | X-Ray no.<br>N° de rayons X | Cure date<br>Date de vulcanisation | Validation date<br>Date de validation |
|--|-----|--|--|-----------------------------|------------------------------------|---------------------------------------|
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### Certification statement - Énoncé de certification

We hereby certify that the goods and documentation as detailed on this form conform to the requirements of the purchase order or contract. Documentation will be retained by \_\_\_\_\_ and made available for audit.

Nous certifions par les présentes que les produits et les documents décrits sur le présent formulaire sont conformes aux exigences du numéro de commande ou du contrat, les documents seront conservés par \_\_\_\_\_ et seront disponibles à des fins de vérification.

|      |  |               |           |
|------|--|---------------|-----------|
| Date | Name (printed) - Nom (lettres moulées) | Title - Titre | Signature |
|------|--|---------------|-----------|

## **Comments/Instructions**

Unique identification number: A number unique to the assembly or part referenced on the SOQR requisition number. This number shall be preceded by the letter QCA and must include the line number of the item on the SOQR. This unique identification number shall be etched on the materiel IAW C-23-VIC-000/AM-00.

QCA: Quality Control Assured. Acronym used to precede unique number for all 1st level parts

Description: Proper item name IAW CGCS

PWGSC contract number: Contract Number

PWGSC line item: Line number of item from the PWGSC contract

NATO stock number: Self explanatory

Purchase order number: Self explanatory

Comments: Any and all comments/concerns regarding item being provided under this certificate

Raised by: Who raised the comments and under what authority

Quantity: Quantity of items manufactured under this specific number. See "Batch Identification" in C-23-VIC-000/AM-001

Serial no.: Any serial number associated with this assembly

Deviations / Waivers: Any and all deviations or waivers associated with the manufacture of this item

SOQR sheet no.: Multiple SOQR sheets may sometimes be necessary

Let: Letter of line associated with SOQR sheet

Serial no. / Deviations / Waivers: Component specific serial numbers or deviations/waivers

Material ID: Numbers associated to the raw manufactured materiel or stock

Material Spec: Specification number used in the manufacture of this materiel

Batch lot no.: Number assigned to specific batches of materiel

X-Ray no.: Component specific x-ray numbers to include with x-rays taken for NAB castings or similar

Cure date: The date that rubber components were cured

Validation date: Completion date of all NAB casting certifications

Certification statement: To be certified and stamped by approved QA/QC cell

## **Commentaires /Instructions**

Numéro d'identification unique : Un numéro unique pour l'assemblage ou la pièce ou cité en référence sur l'EEQ. Ce numéro doit être gravé sur l'équipement/matériel conformément à C-23-VIC-000/AM-001 cité en référence sur l'EEQ.

CQA : Contrôle de la qualité assure. Acronyme employé qui précède un nombre unique pour toutes les pièces de 1er niveau

Description : Appellation de l'article conformément au SCGC

Numéro du contrat de TPSGC: Numéro du contrat

Ligne d'article de TPSGC : Numéro de l'article provenant du contrat

Numéro de nomenclature OTAN : Explicite

Numéro de commande : Explicite

Commentaires : Tout commentaire concernant l'article fourni conformément au présent certificat.

Demandé par : Qui a soulevé les commentaires et sous quelle autorité.

Quantité : Quantité d'articles fabriqués sous ce numéro spécifique. Voir "Identification du lot " dans le C-23-VIC-000/AM-001

N° de série : Tout numéro de série associé avec cet assemblage

Déviations / Exemptions : Toute déviation ou exemption associée à la fabrication de cet article

N° de feuille EEQ : Plusieurs feuilles EEQ sont parfois nécessaires

Let : Lettre de ligne associée avec la feuille EEQ

N° de série / Déviations / Exemptions : Numéros de séries spécifiques des composantes ou des déviations / exemptions

ID du matériel : Numéros associés aux matières premières manufacturées ou aux stocks

Spéc. du matériel : Numéros des spécifications utilisées dans la fabrication de ce matériel

N° de lot : Numéros assignés à des lots spécifiques de matériel

N° de rayons X : Composantes de numéros de rayons X spécifiques et incluant les rayons X provenant des coulages NAB ou similaires

Date de vulcanisation : Date à laquelle les composants en caoutchouc ont été vulcanisés

Date de validation : Date d'achèvement de toutes les certifications des coulages NAB

Énoncé de certification : Le fait d'être certifié et estampillé par une cellule AQ/CQ approuvée



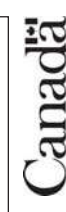
# Processing Procedures Record

Completed form to be returned with Quote or Strip & Survey report, any first level processes which are used with the referenced order are to be listed

Company: \_\_\_\_\_ Order number: \_\_\_\_\_

Contact name: \_\_\_\_\_ Telephone number: \_\_\_\_\_

| DMEPM(SM)<br>Date reviewed by DND<br>( <i>yyyy-mm-dd</i> ) | Submitted process document |               | Parent specification document |               |        |
|--|----------------------------|---------------|-------------------------------|---------------|--------|
|  | Identification             | Process owner | Issue / Rev. of publication   | Specification | Method |
|  |                            |               |                               |               |        |
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**Enregistrement des Procédures de Traitement**

Formulaire rempli à renvoyer avec le rapport de devis ou de démontage et d'évaluation, tous les processus de premier niveau utilisés avec la commande référencée doivent être listés

Entreprse : \_\_\_\_\_ Numéro de commande : \_\_\_\_\_

Nom du contact : \_\_\_\_\_ Numéro de téléphone : \_\_\_\_\_

| DGesPEM(SM)<br>Date de revue par MIND<br>(aaaa-mm-jj) | Identification | Document de traitement soumis |                                      | Document de spécification parent |
|---|----------------|-------------------------------|--------------------------------------|----------------------------------|
|   |                | Propriétaire du processus     | Numéro de révision de la publication |                                  |
|   |                |                               |                                      |                                  |
|   |                |                               |                                      |                                  |
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|   |                |                               |                                      |                                  |



## **ANNEX "D" – Factory Acceptance Test (FAT)**

### **For Lines 1 and 2:**

1. In reference to section 6.4 Authorities: The listed Contracting Authority (6.4.1) and Technical Authority (6.4.2) shall be notified by email, at least 8 weeks prior to the Factory Acceptance Test date, by the Contractor.
2. The total, Qty: 24 of NSN: 99-4989904 shall be ready on the day of the Factory Acceptance Test.
3. The date of Factory Acceptance Test will be determined after contract award.
4. The Technical Authority will attend the Factory Acceptance Test.
5. Approval of the Factory Acceptance Test from the Technical Authority is required for the completion of this contract.