



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 Unit / Module de réception des soumissions,  
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 indiqué(s).

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

At – à : 14 :00 EDT / HAE

On - le : 02 / 05 / 2024

<b>Title/Titre</b> Multiple VICTORIA-Class Spares : CIRCUIT CARD ASSEMBLY; BUZZER,ELECTRONIC; SONETICS HEADBAND; CONNECTOR,ELECTRICAL,PLUG,SHELL SIZE; SWITCH,PUSH/ Plusieurs Pièces de Rechange de Classe VICTORIA: CARTE IMPRIMEE,EQUIPEE;; AVERTISSEUR SONORE ÉLECTRONIQUE; BANDEAU SONÉTIQUE; CONNECTEUR FICHE ÉLECTRIQUE, TAILLE DE LA COQUE; INTERRUPTEUR À POUSSOIR		<b>Solicitation No – N° de l'invitation</b> W8482-242304/A
<b>Date of Solicitation – Date de l'invitation</b> 22-03-2024		
<b>Address Enquiries to – Adresser toutes questions à</b>  Aicha.Diallo@forces.gc.ca		
<b>Telephone No. – N° de téléphone</b> N/A	<b>FAX No – N° de fax</b> N/A	
<b>Destination</b>  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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## **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:

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](#) (2022-03-29) 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

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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

### 2.1.4 Controlled Goods

#### 1. Controlled Goods - General

##### a. Bid Involving Production of or Access to Controlled Goods

- (1) When the Bid solicitation will result in a contract involving the production of or access to controlled goods, as defined under and subject to the [Defence Production Act](#), R.S. 1985, c. D-1, (section 35 and Schedule to the Act) Bidders are advised that under Canada's legislation only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) may lawfully examine, possess, or transfer controlled goods. Details on how to register under the CGP are available at: <https://www.tpsgc-pwgsc.gc.ca/pmc-cgp/enregistrement-register/ld-nscrptn-gl-rgstrtn-eng.html>.

Requirements are as follows:

- (a) When the Bid solicitation includes controlled goods information, controlled technology or controlled technical data, the Bidder must be registered, exempt, or excluded under the CGP before receiving the Bid solicitation. Requests for technical data or specifications

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related to controlled goods should be made in writing to the Procurement Practitioner identified in the Bid solicitation and must contain the following details:

- i. A valid CGP registration number and expiry date in the case of persons authorized to do business in Canada; or
  - ii. Written proof of exemption or exclusion of the Bidder and of any other person to whom the Bidder will give access to the controlled goods.
- (b) When the Bid solicitation does not include controlled goods information or controlled technology or controlled technical data but the resulting contract requires the production of or access to controlled goods, the successful Bidder and any subcontractor who will be producing or accessing controlled goods must be registered, exempt, or excluded under the CGP and/or authorized by the applicable foreign country before examining, possessing, or transferring controlled goods.
- (c) When the successful Bidder and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of the contract award, the successful Bidder and any subcontractor must, within seven (7) working days from receipt of written notification of the contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the successful Bidder has provided proof, satisfactory to the Procurement Practitioner that the successful Bidder and any subcontractor are registered, exempt, or excluded under the CGP.
- (d) Failure to provide proof, satisfactory to the Procurement Practitioner, that the successful Bidder and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of the contract award, will be considered a default under the resulting contract except to the extent that Canada is responsible for the failure due to delay in processing the application.
- (e) Bidders are advised that all information provided on the Application for Registration (or exemption) Form will be verified and errors or inaccuracies may cause significant delays and/or result in denial of registration or exemption.
- (2) Before receiving the goods, technology and technical data and /or before giving access to the controlled goods, technology and technical data to any other third party, the Bidder must obtain retransfer authorization through the Procurement Practitioner.
- (3) When the successful United States (U.S.) Bidder and/or any U.S. subcontractor manufacture or export defense articles covered under the United States Munitions List (USML), the successful Bidder and/or any U.S. subcontractor must be registered, at time of contract award, with the U.S. Department of State in accordance with the ITAR. All successful U.S. Bidder and/or any subcontractor must provide their U.S. Department of State certificates to confirm their registration status.

## 2. Identification and Marking of Controlled Goods

- a. **Identification of Controlled Goods.** When the Bid solicitation process involves Controlled Goods as defined in the Schedule to the *Defence Production Act*, the Bidder must identify those controlled goods to the Department of National Defence.
- b. **Marking of hard copy and electronic copy**

(1) On each page of the controlled drawings or technical documents, add "Controlled Goods/Marchandises contrôlées".

(2) On both the front & back pages of controlled documents, add the following notice:

This documentation contains Controlled Goods information in accordance with the Schedule to the Defence Production Act and, therefore, must be given the proper security to prevent the unauthorized examination, possession or transfer to a third party. Total destruction is required on disposal. Cette documentation contient des renseignements sur des marchandises contrôlées, conformément à l'annexe de la Loi sur la production de défense. Il faut donc lui accorder la protection appropriée afin d'en empêcher l'examen ou la possession par une personne non autorisée ou le transfert non autorisé à un tiers. La destruction totale est requise lors de l'élimination

(3) For deliverables provided in electronic format, the metadata file should identify the "controlled goods" status of drawings and technical documents with a DMC of "D" for controlled items and DMC "A" for non-controlled items or a DMC of "Q" for export controlled items that do not require registration".

### 3. Submission of Bids

- a. When the Bid response includes Controlled Goods, the Bidder must provide a copy of all documents associated with the export approval issued by a foreign government.
- b. If the technical proposal package contains Controlled Goods as defined by the Defence Production Act, (i.e. controlled technical data or a sample of a controlled good) the Bidder must so inform the Contract Authority by adding the statement "This Bid Contains Controlled Goods" on the outer envelope of the Bid submission."

Bidders are advised that goods and technical data related to Controlled Goods provided by Canada, are solely for the purposes of this Bid solicitation, are not to be copied, or used for any other purposes, or released to any third party without prior approval from the Procurement Practitioner.

#### 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.pareceptiondessoumissions-apbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.pareceptiondessoumissions-apbidreceiving.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 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:

- 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:

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- 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.

### **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**



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

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

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

### 3.1.2 Exchange Rate Fluctuation

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 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

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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,
  - (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.

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- (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.

#### 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-) (<http://www.tpsgc-pwgsc.gc.ca/ci->

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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

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

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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>, 2024**.

### **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: Aïcha Diallo  
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: [Aïcha.Diallo@forces.gc.ca](mailto:Aïcha.Diallo@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.

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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

### 6.6.2 Limitation of Price

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

### 6.6.3 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](#) (2020-07-01) Canadian Customs Documentation  
[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

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

Email to: [Aicha.Diallo@forces.gc.ca](mailto:Aicha.Diallo@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  
[D2001C](#) (2007-11-30) Labelling  
[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 all items:

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

## 6.14 Controlled Goods

### 1. Controlled Goods – General

#### a. Contract involving Production of or Access to Controlled Goods

- (1) The Contract involves the production of or access to Controlled Goods as defined under and subject to the [Defence Production Act](#), R.S. 1985, c. D-1, (section 35 and Schedule to the Act),
- (2) The Contractor and any subcontractor, who are authorized to do business in Canada, are not registered, exempt or excluded under the CGP at time of contract award, the Contractor and any subcontractor must, within seven (7) working days from receipt of written notification of the contract award, ensure that the required application for registration or exemption is submitted to the CGP. No examination, possession or transfer of Controlled Goods can take place until the Contractor has provided proof, satisfactory to the



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- Procurement Practitioner, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP.
- (3) Failure to provide proof, satisfactory to the Procurement Practitioner, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP, within 30 calendar days from receipt of written notification of contract award, will be considered a default under the Contract except to the extent that Canada is responsible for the failure due to delay in processing the application.
  - (4) When the Contract requires the manufacture or export of defense articles subject to the United States Munitions List (USML), the U.S. Contractor and/or any U.S. subcontractor are required to be registered at time of contract award with the U.S. Department of State in accordance with the ITAR. When the procurement is for Controlled Goods that falls under the USML, the U.S. Contractor and/or any U.S. subcontractor are to provide their U.S. Department of State certificate to confirm their registration status with the Director Defense Trade Control (DDTC).
  - (5) The Contractor, any subcontractors, and any other persons to whom the Contractor or its subcontractors will give access to the Controlled Goods must maintain current and valid registration, exemption or exclusion from the CGP for the duration of the Contract.

**b. Transfer/management of Controlled Goods**

- (1) When the Contract requires production of or access to Controlled Goods that are subject to the DPA, the Contractor and any subcontractor are hereby advised that, within Canada, only persons who are registered, exempt or excluded under the Control Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods.
- (2) The Contractor must obtain written authorization from the Procurement Practitioner before receiving the goods, technology and technical data and/or before giving access to the Controlled Goods, technology and technical data to any third party.
- (3) In those instances when licenses are required to ship/export these items, the contractor must obtain all licenses required by their government.
- (4) The Contractor must account for the time required to obtain the licenses and for DND to obtain the retransfer approvals, in order to adjust the delivery schedule accordingly.
- (5) The Contractor must provide to the Procurement Practitioner, a copy of the licenses associated with the acquisition, export and transfer approval, issued to them by a foreign government, prior to producing, accepting delivery or accessing the Control Goods.
- (6) The Contractor and their subcontractor are hereby advised that controlled goods being accessed are subject to foreign export control regulations and as such, they must abide by and manage these controlled goods in accordance with the controls imposed by the country-of-origin regulations.
- (7) The Contractor and their subcontractor are advised that goods, technology and technical data related to Controlled Goods provided by Canada, are solely for the purposes of this contract, are not to be copied, or used for any other purposes, or released to any third party without prior approval from the foreign country through the procurement practitioner.

**c. Return of Controlled Goods**

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All Controlled and Dual-Use Goods related goods and technologies in possession of the Contractor must be returned to Canada, inclusive of any packing, shipping or delivery instructions, under the following circumstances:

- (1) whenever there is no more need or requirement for access, possession or transfer of one or more of the Controlled and Dual-Use Goods; or
- (2) at the expiry, or termination, of the Contract; or
- (3) as instructed by the Procurement Practitioner, in consultation with the Technical Authority.

d. **Security Breach within Canada – Controlled Goods**

Any security breach involving Controlled Goods identified in the Schedule to the *Defence Production Act* must immediately be reported to both the Procurement Practitioner and PSPC [Controlled Goods Program](#).

2. **Identification and Marking of Controlled Goods**

a. **Identification of Controlled Goods**

Use the following statements when a contract involves controlled goods.

The Contract involves Controlled Goods as defined in the Schedule to [Defence Production Act](#). The Contractor must identify those Controlled Goods to the Business Owner.

b. **Categorization of Controlled Goods**

When the Contract requires the production or provision of goods subject to any export control regulations, the contractor must provide, no later than the time of delivery, the complete reference to the category in the Schedule to the DPA, the specific references to the Wassenaar Arrangement, the European Union Military List, the European Union Dual-Use Category, the applicable USML reference in the ITAR, or the CCL category in the U.S. EAR under which the items are found. More precisely, every invoice, customs paperwork or end-use assurance must include the country export regulation the items originate from and provide the complete export regulation category code. Items that are serialized, the serial numbers must be listed on the invoice or on the customs paperwork. Submitted at least 60 days prior to the scheduled delivery date of the deliverable end item.

c. **Marking of hard copy and electronic copy**

- (1) On each page of the controlled drawings or technical documents, add "Controlled Goods/Marchandises contrôlées".
- (2) On both the front & back pages of controlled documents, add the following notice:  
This documentation contains controlled goods information in accordance with the Schedule to the [Defence Production Act](#) and, therefore, must be given the proper security to prevent the unauthorized examination, possession or transfer to a third party. Total destruction is required on disposal. Cette documentation contient des renseignements sur des

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marchandises contrôlées, conformément à l'annexe de la Loi sur la production de défense. Il faut donc lui accorder la protection appropriée afin d'en empêcher l'examen ou la possession par une personne non autorisée ou le transfert non autorisé à un tiers. La destruction totale est requise lors de l'élimination.

- (3) For deliverables provided in electronic format, the Metadata file should identify the "controlled goods" status of drawings and technical documents with a DMC of "D" for controlled items and DMC "A" for non-controlled items or a DMC of "Q" for export controlled items that do not require registration".

d. **Technical data summary**

The contractor shall furnish the Business Owner with a Technical Data Summary, a technical description or a technical specification, which shall include the physical and performance characteristics and a functional description of the deliverable end item, and where applicable a complete list of accessories and peripheral items required to complete the deliverable end item being supplied. For a deliverable end item procured by the contractor from a subcontractor or supplier, the contractor shall furnish the name of the manufacturer and its part numbers along with the necessary documentation.

## 6.15 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.

## 6.16 Packaging

**For items 005 to 012:**

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

The Contractor must prepare **items 005 to 012** 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 **items 005 to 0012** individually.

**AND**

**For items 001 and 002:**

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

- a. D-LM-008-035/SF-001, Electrostatic Discharge Protective Packaging - Electronic Parts, Assemblies and Equipment.

The Contractor must prepare items **001 and 002** 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 all Items:**

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

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

**6.17 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](mailto:ILHQOttawa@forces.gc.ca)

3. The Contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:

- a) the Contract number;
- b) consignee address (for multiple addresses, items must be packaged and labelled separately with each consignee address);
- c) description of each item;
- d) The number of pieces and type of packaging (i.e., carton, crate, drum, skid);
- e) actual weight and dimensions of each piece type, including gross weight;
- f) full details of dangerous 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.

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 His Majesty's Customs & Excise (HMCE) New Export Systems (NES). The Contractor must comply with HMCE requirements by registering with HMCE or by having a freight forwarder complete the entry. A printed copy of the NES entry Export Declaration clearly displaying the Declaration Unique Consignment Reference Number must be provided by the Contractor and attached to the consignment. The Contractor must ensure that this procedure is carried out for all stores whether they be initial purchase or repair and overhaul export items. HMCE will authorize Canadian Forces Support Unit (Europe) to ship the goods only if the procedure has been adhered to completely and properly by the Contractor. **Note:** To ensure you receive a reply on any contracting information such as Incoterms etc, always include the e-mail address: [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:

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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 C11 [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.

## 6.18 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 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.

## 6.19 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.



## **6.20 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](#)".

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)
001	<p>NSN / NNO: 5998-99-5370561 Item / Article: CIRCUIT CARD ASSEMBLY / CARTE IMPRIMEE,EQUIPEE</p> <p>PN / N: 007014979 NCAGE / EEPO: K2516 MANUFACTURER / FABRICANT: MINISTRY OF DEFENCE (NAVY) SHIPS SUPPORT AGENCY</p> <p>Part Numbers included for reference only. Must be accompanied by a drawing. / Numéros de pièces inclus pour référence seulement. Doit être accompagnée par un dessin.</p>	EA/CH	35	<p>FORMATION COMMANDER CFB Esquimalt Attn: Receiving Bldg 66 Colwood VICTORIA BC V9C 1B0 CANADA</p>	<p>DEPT. NATIONAL DEFENCE Department of National Defence Base Logistics Officer CFB Esquimalt STN Forces, P.O. Box 17000 VICTORIA, BC V9A 7N2 CANADA</p>	No/Non	C	No/Non	Yes/Oui	No/Non	<p>PN/N: _____</p> <p>NCAGE / EEPO: _____</p> <p>Manufacturer / Fabricant: _____</p>		\$ XXXXXX
002	<p>NSN / NNO: 5998-99-5370561 Item / Article: CIRCUIT CARD ASSEMBLY / CARTE IMPRIMEE,EQUIPEE</p> <p>PN / N: 007014979 NCAGE / EEPO: K2516 MANUFACTURER / FABRICANT: MINISTRY OF DEFENCE (NAVY) SHIPS SUPPORT AGENCY</p> <p>Part Numbers included for reference only. Must be accompanied by a drawing. / Numéros de pièces inclus pour référence seulement. Doit être accompagnée par un dessin.</p>	EA/CH	20	<p>Formation Commander HMC Dockyard Bldg D206 Door 1 thru 13 Halifax, NS B3K 5X5 Canada</p>	<p>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</p>	No/Non	C	No/Non	Yes/Oui	No/Non	<p>PN/N: _____</p> <p>NCAGE / EEPO: _____</p> <p>Manufacturer / Fabricant: _____</p>		\$ XXXXXX
005	<p>NSN / NNO: 6350-99-6224510 Item / Article: BUZZER,ELECTRONIC / BUZZER, ÉLECTRONIQUE</p> <p>PN / N: GA100-1 NCAGE / EEPO: K5081 MANUFACTURER / FABRICANT: DYNAMIC EMS LTD</p> <p>PN / N: T225039024 NCAGE / EEPO: KC6K3 MANUFACTURER / FABRICANT: LEAFIELD LOGISTICS &amp; TECHNICAL SERV</p> <p>Or equivalent / Ou Equivalent</p>	EA/CH	10	<p>FORMATION COMMANDER CFB Esquimalt Attn: Receiving Bldg 66 Colwood VICTORIA BC V9C 1B0 CANADA</p>	<p>DEPT. NATIONAL DEFENCE Department of National Defence Base Logistics Officer CFB Esquimalt STN Forces, P.O. Box 17000 VICTORIA, BC V9A 7N2 CANADA</p>	No/Non	C	No/Non	No/Non	Yes/Oui	<p>PN/N: _____</p> <p>NCAGE / EEPO: _____</p> <p>Manufacturer / Fabricant: _____</p>		\$ XXXXXX
006	<p>NSN / NNO: 6350-99-6224510 Item / Article: BUZZER,ELECTRONIC / BUZZER, ÉLECTRONIQUE</p> <p>PN / N: GA100-1 NCAGE / EEPO: K5081 MANUFACTURER / FABRICANT: DYNAMIC EMS LTD</p> <p>PN / N: T225039024 NCAGE / EEPO: KC6K3 MANUFACTURER / FABRICANT: LEAFIELD LOGISTICS &amp; TECHNICAL SERV</p> <p>Or equivalent / Ou Equivalent</p>	EA/CH	7	<p>Formation Commander HMC Dockyard Bldg D206 Door 1 thru 13 Halifax, NS B3K 5X5 Canada</p>	<p>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</p>	No/Non	C	No/Non	No/Non	Yes/Oui	<p>PN/N: _____</p> <p>NCAGE / EEPO: _____</p> <p>Manufacturer / Fabricant: _____</p>		\$ XXXXXX
007	<p>NSN / NNO: 5965-20-A0Y0919 Item / Article: SONETICS HEADBAND / BANDEAU SONETIQUE</p> <p>PN / N: 114-0143-00 NCAGE / EEPO: 0SEA5 MANUFACTURER / FABRICANT: SONETICS CORPORATION</p> <p>Or equivalent / Ou Equivalent</p>	EA/CH	30	<p>FORMATION COMMANDER CFB Esquimalt Attn: Receiving Bldg 66 Colwood VICTORIA BC V9C 1B0 CANADA</p>	<p>DEPT. NATIONAL DEFENCE Department of National Defence Base Logistics Officer CFB Esquimalt STN Forces, P.O. Box 17000 VICTORIA, BC V9A 7N2 CANADA</p>	No/Non	C	No/Non	No/Non	No/Non	<p>PN/N: _____</p> <p>NCAGE / EEPO: _____</p> <p>Manufacturer / Fabricant: _____</p>		\$ XXXXXX

008	NSN / NNO: 5965-20-A0Y0919 Item / Article: SONETICS HEADBAND / BANDEAU SONETIQUE  PN / N: 114-0143-00 NCAGE / EEPO: 0SEAS MANUFACTURER / FABRICANT: SONETICS CORPORATION  Or equivalent / Ou Equivalent	EA/CH	30	Formation Commander HMC Dockyard Bldg D206 Door 1 thru 13 Halifax, NS B3K 5X5 Canada	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	No/Non	C	No/Non	No/Non	No/Non	PN/N: _____ NCAGE / EEPO: _____ Manufacturer / Fabricant: _____	\$ XXXXXX
009	NSN / NNO: 5935-20-A0Y4332 Item / Article: CONNECTOR,ELECTRICAL,PLUG,SHELL SIZE / CONNECTEUR,ÉLECTRIQUE,FICHE,TAILLE DE COQUILLE  PN / N: 280-018P2S15MENL NCAGE / EEPO: 6D470 MANUFACTURER / FABRICANT: GLENAIR INC  Or equivalent / Ou Equivalent	EA/CH	10	FORMATION COMMANDER CFB Esquimalt Attn: Receiving Bldg 66 Colwood 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	No/Non	PN/N: _____ NCAGE / EEPO: _____ Manufacturer / Fabricant: _____	\$ XXXXXX
010	NSN / NNO: 5935-20-A0Y4332 Item / Article: CONNECTOR,ELECTRICAL,PLUG,SHELL SIZE / CONNECTEUR,ÉLECTRIQUE,FICHE,TAILLE DE COQUILLE  PN / N: 280-018P2S15MENL NCAGE / EEPO: 6D470 MANUFACTURER / FABRICANT: GLENAIR INC  Or equivalent / Ou Equivalent	EA/CH	10	Formation Commander HMC Dockyard Bldg D206 Door 1 thru 13 Halifax, NS B3K 5X5 Canada	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	No/Non	C	No/Non	No/Non	No/Non	PN/N: _____ NCAGE / EEPO: _____ Manufacturer / Fabricant: _____	\$ XXXXXX
011	NSN / NNO: 5930-99-5480689 Item / Article: SWITCH,PUSH / INTERRUPTEUR,A POUSSOIR  PN / N: 90HA1C5F3J1WL1N1 NCAGE / EEPO: 96182 MANUFACTURER / FABRICANT: SAFRAN ELECTRONICS & DEFENSE, AVION  PN / N: 90HA1C5F3J1WL1N1 NCAGE / EEPO: U0F31 MANUFACTURER / FABRICANT: BSL EXPRESS SERVICE LTD  Or equivalent / Ou Equivalent	EA/CH	15	FORMATION COMMANDER CFB Esquimalt Attn: Receiving Bldg 66 Colwood 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	No/Non	PN/N: _____ NCAGE / EEPO: _____ Manufacturer / Fabricant: _____	\$ XXXXXX
012	NSN / NNO: 5930-99-5480689 Item / Article: SWITCH,PUSH / INTERRUPTEUR,A POUSSOIR  PN / N: 90HA1C5F3J1WL1N1 NCAGE / EEPO: 96182 MANUFACTURER / FABRICANT: SAFRAN ELECTRONICS & DEFENSE, AVION  PN / N: 90HA1C5F3J1WL1N1 NCAGE / EEPO: U0F31 MANUFACTURER / FABRICANT: BSL EXPRESS SERVICE LTD  Or equivalent / Ou Equivalent	EA/CH	10	Formation Commander HMC Dockyard Bldg D206 Door 1 thru 13 Halifax, NS B3K 5X5 Canada	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	No/Non	C	No/Non	No/Non	No/Non	PN/N: _____ NCAGE / EEPO: _____ Manufacturer / Fabricant: _____	\$ XXXXXX

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

REMARQUE: Pour recevoir le format Excel de cette annexe, veuillez communiquer avec moi à l'adresse suivante: Aicha.Diallo@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).