



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:

Fax / Télécopieur : (819) 997-9776

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

SOLICITATION AMENDMENT MODIFICATION A L'INVITATION

The referenced documents is hereby amended: unless otherwise indicated, all other terms and conditions of the contract remain the same

Ce contrat est par le présente modifié; sauf indication contraire, les modalités du contrat demeurent les mêmes.

The Vendor/Firm hereby accepts/acknowledges this amendment.
Le fournisseur/entrepreneur accepte la présente modification/en accusé réception.

Signature _____ Date _____
Name, title of person authorized to sign (type or print)
Nome et titre du signataire autorisé (taper ou imprimer)

Solicitation Closes – L'invitation prend fin

At – à : 14 :00 EDT / HAE

On - le : 24 / 08 / 2023

Title/Titre: Multiple <i>Victoria</i> -Class Spares - ANTENNA and O-RINGS / Plusieurs pièces de rechange de la classe <i>Victoria</i> – ANTENNE et JOINTS TORIQUES	
Solicitation No. - N° de l'invitation W8482-230800/A	Amendment No. - N° de la modification 001
Client Reference No. - N° de référence du client	Date July 20, 2023
Financial Code(s) - Code(s) financier(s) Fund C113, C523 Fund Ctr 2183CJ, Cost Ctr 2183CJ	
Destination Specified Herein / Précisé dans les présentes	
Invoices - Original must be completed and sent to: Factures – La facture originale doit être remplie et envoyée à : See herein	
Address enquiries to: - Adresser toute demande de renseignements à : Cassandra Leach Procurement Officer D Mar P 5-4-2-6 Email: Cassandra.leach@forces.gc.ca	
Telephone No. – N° de téléphone N/A	FAX No – N° de fax N/A

This Solicitation Amendment 001 is raised to:

- 1) Extend the bid closing date to August 24th, 2023,
- 2) For line item 002 under ANNEX A - LINE ITEMS DETAILS
 - a. Remove Part Number NRS-A126
 - b. Insert Part Number 703982

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

La présente modification 001 de l'invitation à soumissionner vise à :

- 1) Prolonger la date de clôture des offres jusqu'au 24 août 2023,
- 2) Pour l'article 002 sous ANNEXE A - DÉTAILS DES ARTICLES
 - a. Supprimer le numéro de pièce NRS-A126
 - b. Insérer le numéro de pièce 703982

TOUTES LES AUTRES MODALITÉS DEMEURENT INCHANGÉES.

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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 SACC Manual Clauses

[B1000T](#) (2014-06-26) Condition of Material – Bid
[A9130T](#) (2019-11-28) Controlled Goods Program- 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.pareceptiondessaoumissions-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:

- 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

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 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.
- (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-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

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 31st, 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: Cassandra Leach
Title: Material Acquisition and Support Officer
Department of National Defence
Maritime Equipment Program Management
Directorate: D Mar P 5-4-2-6
Address: 101 Colonel By Drive, Ottawa, Ontario, K1A 0K2
E-mail address: Cassandra.Leach@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

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

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

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: Cassandra.Leach@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
[A9131C](#) (2020-11-19) Controlled Goods Program – Contract
[B4060C](#) (2011-05-16) Controlled Goods
[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 line items 002 - 008:

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

6.14 Shelf Life

B1204C (2011-05-16) Shelf Life

The Contractor must ensure that items 003 – 006 will contain 75 percent of the authorized shelf life as listed in ISO 2230 at date of delivery to the Department of National Defence.

DND approved shelf life for line items 003 - 006 is currently listed as 84 months.

6.15 Additional Markings

D2016C (2010-01-11) Additional Package Markings – Different

1. The Contractor must ensure that in addition to the required interior and exterior package markings, the following information is provided:

For line items 002, 007 and 008

- (a) Manufacturer's name;
- (b) Drawing number/part number.

For line items 003 - 006

- (a) Manufacturer's name;
- (b) Drawing number/part number;
- (c) Batch or lot number;
- (d) Cure date of rubber components;
- (e) Date of manufacture;
- (f) Expiration date of shelf life;
- (g) Serial 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 line item 002

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

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

2. Packaging data forms previously approved by Canadian authorities are acceptable.

3. Approved coded packaging data is shown immediately below the description of the item to which it applies. Where no data is shown, the Contractor must submit a packaging data form for approval.

For line items 003 - 008

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

The Contractor must prepare items **003 - 008** for delivery in accordance with the latest issue of the Canadian Forces packaging specifications D-LM-008-026/SF-001, Preformed Packing, Gaskets or Seals (rubber natural/synthetic, cork, asbestos or leather).

For all line 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

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 email, 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)
Email: 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
Email: CFSUEDetUKMovements@forces.gc.ca

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

The shipment of any items above the value of 600 GBP (pound sterling) being exported from the United Kingdom and Ireland will be cleared by DND using 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 email address: 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
Note: To ensure you receive a reply on any contracting information such as Incoterms etc, always include the email address: 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
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:
- a) the Contract number;
 - b) consignee address (if multiple addresses, items must be packaged and labeled separately with each consignee address);
 - c) description of each item;
 - d) the number of pieces and type of packaging (e.g. carton, crate, drum, skid);
 - e) actual weight and dimensions of each piece type, including gross weight;
 - f) copy of the commercial invoice (in accordance with clause [C2608C](#), section 4, of the [Standard Acquisition Clauses and Conditions Manual](#)) or a copy of the Canada Border Services Agency form C11 [Canada Customs Invoice](#) (PDF 429KB) - ([Help on File Formats](#));
 - g) [Schedule B](#) codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
 - h) Canada-United States-Mexico Agreement Certification of Origin (in accordance with clause [C2608C](#), section 2) for the U.S. and Mexico only;
 - i) full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transport Association regulations or the applicable Canadian [Dangerous Goods Shipping Regulations](#) and a copy of the 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 Serialized Material

(1) The contractor shall record the Materiel Identification Data Set (MIDS) elements for the following Materiel scheduled for delivery under this contract in the format provided in the MIDS document.

Line item 002: 5985-99-5376714

(2) The contractor shall electronically deliver the MIDS document as part of or prior to submission of the Advanced Shipping Notice to the Procurement Authority listed in the contract.

(3) The MIDS shall be electronically submitted as an XLS file.

Serialized material must also be marked in accordance with Annex "C" - Procurement Tools for Unique Identification (UID).

6.20 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.

6.21 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](#)".

AMD 001

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	SDQR Required / ESDQR Requis	Controlled Goods (CITAT or ITAR) / Marchandises Contrôlées (ATTC ou ITAR)	Trade Agreements / Accords commerciaux	Part Offered / Pièce Offerte	Delivery Date / Date de Livraison	Firm Unit Price (Fees Extra) / Prix Unitaire Fermes (Fees applicable au sus)
2	NSN / NNO: 8985-99-8378714 Item / Article: ANTENNA / ANTENNE PN / N: 793982 NCAGE / EEPO: K0801 MANUFACTURER / FABRICANT: HENSOLDT UK Or equivalent / Ou Equivalent:	EA / CH	1	FORMATION COMMANDER HMC Dockyard Bldg D206 Door 1 thru 13 Halifax, NS B3K 5X5 Canada	DEPT. NATIONAL DEFENCE Maritime Forces Atlantic Accts Payable Bldg. S-90, Room 334 2686 Sextant Lane, Stadacona PO Box 99000 SIn Forces Halifax, NS B3K 5X5 Canada	NO / NON	C	NO/NON	YES/NOI	NO/NON	PN / N: _____ NCAGE / EEPO: _____ MANUFACTURER / FABRICANT: _____		
3	NSN / NNO: 8331-99-7261640 Item / Article: O-RING / JOINT TORIQUE PN / N: 202-910-0059 NCAGE / EEPO: U1068 MANUFACTURER / FABRICANT: TRELLEBORG SEALING SOLUTIONS (UK) LTD PN / N: RM0081-16HL1012 NCAGE / EEPO: K0640 MANUFACTURER / FABRICANT: FREUDENBERG TECHNICAL PRODUCTS Or equivalent / Ou Equivalent:	EA / CH	8	FORMATION COMMANDER CFB Esquimaux Attn: Receiving Bldg 66 Colwood VICTORIA BC V9C 1B0 CANADA	DEPT. NATIONAL DEFENCE Department of National Defence Base Logistics Officer CFB Esquimaux STN Forces, P.O. Box 17000 VICTORIA, BC V8A 7N2 CANADA	NO / NON	C	NO/NON	NO/NON	YES/NOI	PN / N: _____ NCAGE / EEPO: _____ MANUFACTURER / FABRICANT: _____		
4	NSN / NNO: 8331-99-7261640 Item / Article: O-RING / JOINT TORIQUE PN / N: 202-910-0059 NCAGE / EEPO: U1068 MANUFACTURER / FABRICANT: TRELLEBORG SEALING SOLUTIONS (UK) LTD PN / N: RM0081-16HL1012 NCAGE / EEPO: K0640 MANUFACTURER / FABRICANT: FREUDENBERG TECHNICAL PRODUCTS Or equivalent / Ou Equivalent:	EA / CH	4	FORMATION COMMANDER HMC Dockyard Bldg D206 Door 1 thru 13 Halifax, NS B3K 5X5 Canada	DEPT. NATIONAL DEFENCE Maritime Forces Atlantic Accts Payable Bldg. S-90, Room 334 2686 Sextant Lane, Stadacona PO Box 99000 SIn Forces Halifax, NS B3K 5X5 Canada	NO / NON	C	NO/NON	NO/NON	YES/NOI	PN / N: _____ NCAGE / EEPO: _____ MANUFACTURER / FABRICANT: _____		
5	NSN / NNO: 8331-99-7705115 Item / Article: O-RING / JOINT TORIQUE PN / N: NESS37-021-MN70-(N73B) NCAGE / EEPO: U8183 MANUFACTURER / FABRICANT: PRECISION POLYMER ENGINEERING LIMIT PN / N: NESS37-021-MN70-(N73B) NCAGE / EEPO: L4427 MANUFACTURER / FABRICANT: MOBILE VALVE REPAIRS PN / N: T225031150 NCAGE / EEPO: K06K3 MANUFACTURER / FABRICANT: LEAFIELD LOGISTICS & TECHNICAL SERV Or equivalent / Ou Equivalent:	EA / CH	10	FORMATION COMMANDER CFB Esquimaux Attn: Receiving Bldg 66 Colwood VICTORIA BC V9C 1B0 CANADA	DEPT. NATIONAL DEFENCE Department of National Defence Base Logistics Officer CFB Esquimaux STN Forces, P.O. Box 17000 VICTORIA, BC V8A 7N2 CANADA	NO / NON	C	NO/NON	NO/NON	YES/NOI	PN / N: _____ NCAGE / EEPO: _____ MANUFACTURER / FABRICANT: _____		
6	NSN / NNO: 8331-99-7705115 Item / Article: O-RING / JOINT TORIQUE PN / N: NESS37-021-MN70-(N73B) NCAGE / EEPO: U8183 MANUFACTURER / FABRICANT: PRECISION POLYMER ENGINEERING LIMIT PN / N: NESS37-021-MN70-(N73B) NCAGE / EEPO: L4427 MANUFACTURER / FABRICANT: MOBILE VALVE REPAIRS PN / N: T225031150 NCAGE / EEPO: K06K3 MANUFACTURER / FABRICANT: LEAFIELD LOGISTICS & TECHNICAL SERV Or equivalent / Ou Equivalent:	EA / CH	10	FORMATION COMMANDER HMC Dockyard Bldg D206 Door 1 thru 13 Halifax, NS B3K 5X5 Canada	DEPT. NATIONAL DEFENCE Maritime Forces Atlantic Accts Payable Bldg. S-90, Room 334 2686 Sextant Lane, Stadacona PO Box 99000 SIn Forces Halifax, NS B3K 5X5 Canada	NO / NON	C	NO/NON	NO/NON	YES/NOI	PN / N: _____ NCAGE / EEPO: _____ MANUFACTURER / FABRICANT: _____		
7	NSN / NNO: 8330-99-7261645 Item / Article: RETAINER, PACKING / GRAIN DE GARNITURE PN / N: B5S106-80166-24 NCAGE / EEPO: K7786 MANUFACTURER / FABRICANT: BSI STANDARDS LIMITED Or equivalent / Ou Equivalent:	EA / CH	30	FORMATION COMMANDER CFB Esquimaux Attn: Receiving Bldg 66 Colwood VICTORIA BC V9C 1B0 CANADA	DEPT. NATIONAL DEFENCE Department of National Defence Base Logistics Officer CFB Esquimaux STN Forces, P.O. Box 17000 VICTORIA, BC V8A 7N2 CANADA	NO / NON	C	NO/NON	NO/NON	YES/NOI	PN / N: _____ NCAGE / EEPO: _____ MANUFACTURER / FABRICANT: _____		
8	NSN / NNO: 8330-99-7261645 Item / Article: RETAINER, PACKING / GRAIN DE GARNITURE PN / N: B5S106-80166-24 NCAGE / EEPO: K7786 MANUFACTURER / FABRICANT: BSI STANDARDS LIMITED Or equivalent / Ou Equivalent:	EA / CH	30	FORMATION COMMANDER HMC Dockyard Bldg D206 Door 1 thru 13 Halifax, NS B3K 5X5 Canada	DEPT. NATIONAL DEFENCE Maritime Forces Atlantic Accts Payable Bldg. S-90, Room 334 2686 Sextant Lane, Stadacona PO Box 99000 SIn Forces Halifax, NS B3K 5X5 Canada	NO / NON	C	NO/NON	NO/NON	YES/NOI	PN / N: _____ NCAGE / EEPO: _____ MANUFACTURER / FABRICANT: _____		

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

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

ANNEX "C" - Procurement Tools for Unique Identification (UID)

1. Unique Identification (UID) Marking Requirements:

- a. For the purposes of this Unique Identification Marking Requirements clause, definitions shall be as follows:
- (1) Automatic Identification & Data Capture (AIDC) - Methods of automatically identifying objects, and entering the identification data attributed directly into computer systems; without human involvement.
 - (2) Automatic Identification Technology (AIT) - Rapid and accurate data capture and processing technology for cognitive recognition, identification or verification purposes.
 - (3) Bar Code - A bar code is an optical machine readable representation of data, which shows certain data on certain items of supply.
 - (4) CAGE (NCAGE) - A unique identifier for manufacturers, suppliers, agencies and government departments.
 - (5) Concatenation - The joining of two or more strings of data end-to-end.
 - (6) Enterprise Identifier - Unique code assigned by the Issuing Agency to an entity (organization or group). The entity is the one that is responsible for ensuring the unique identification of all qualified items.
 - (7) Human Readable Interpretation / Information (HRI) - The interpretation of elements of the encoded bar code presented in a humanreadable form.
 - (8) Imaging Device - An AIDC device that recognises, captures and interprets encoded data through use of an image (Bar Code or Data Matrix symbol) scanned with a laser or other capable means.
 - (9) Issuing Agency Code - A code that identifies the Issuing Agency for the UII (defined in STANAG 2290).
 - (10) Machine Readable Interpretation/ Information (MRI) - The interpretation of the encoded bar code through use of an automatic data capture device.
 - (11) Recognized UII-Equivalent – Unique identification methods in commercial use that have been recognized by DND as UID equivalents. These are: Global Individual Asset Identifier (GIAI); the Global Returnable Asset Identifier (GRAI) when serialized; a vehicle identification number (VIN); and Electronic Serial Number (ESN) – used only when applied to cell phones.
 - (12) Serial Number - A unique alphanumeric assigned for the purposes of identification, which varies from its predecessor or successor by a fixed discrete alphanumeric.
 - (13) Unique Identification (UID) - A system of establishing unique identifiers to assets and other entities distinguishing it from other like and unlike entities.
 - (14) Unique Item Identifier (UII) - A set of data elements that, when concatenated, form a globally unique and unambiguous identifier.

-
- (15) Unique Item Identifier (UII) Mark - Machine readable data carrier that contains the encoded data elements necessary to form a UII.
 - (16) Unique Item Identifier Type - Designator to indicate which method has been used to uniquely identify an item.
 - (17) Validation - The process for determining that the machine readable UII Mark contains the required information and has been encoded correctly with the proper semantics and syntax. Validation is performed using an electronic /optical imaging device capable of reading the UII Mark.
 - (18) Verification - The process for assessing the quality of a machine readable UII Mark and assigning a grade to the results or otherwise indicating acceptance in accordance with the applicable specification or MRI protocol quality control document. Verification is performed using an electronic/optical verification device.

b. The contractor must:

- (1) Originate and assign Unique Item Identifiers or Recognized UII-Equivalents in accordance with STANAG 2290 to each of the following items delivered under the contract:
 - (a) Items identified by the Technical Authority as subject to serial management including:

Line item	Nato Stock Number
002	5985-99-537-6714

- (b) Any item not included in paragraph 1.b.(1)(a) of this section which the contractor supplies with a UII mark that was created and applied as a part of the contractor or their subcontractor's processes.
- (2) Ensure the assigned Unique Item Identifiers or Recognized UII-Equivalents assigned in paragraph 1.b.(1) above:
 - (a) Have been originated in accordance with STANAG 2290, using the component data elements as prescribed therein to allow production of a compliant UII Mark.
 - (b) Are not duplicated on any other item marked by the Contractor;
 - (c) Are not duplicated on any other item registered in the DND Item Unique Identification Registry;
 - (d) Comply with the UII construction rules set out in STANAG 2290 Annex A; and
 - (e) Do not exceed 50 characters in length in their concatenated form.
- (3) Prepare and deliver Unique Identification (UID) Marking Specifications for Technical Authority approval consisting of the following:
 - (a) Provide the following data for each Line Item in the contract which is subject to UID Marking:

- i. Describe which type of marking methodology will be used (i.e., Direct or Indirect Part Marking, Data Plate Modification, etc.).
 - ii. Describe the Imprint Method / Type of Label / Nameplate (i.e., Chemical Etch, Dot Peen, Laser, Thermal Transfer, Ink Jet, Photo Etch, etc.).
- (b) Marking Specifications.
- i. Identify applicable engineering drawings requiring UID marking.
 - ii. Machine Readable Mark Generation Instructions.
 - iii. Define the UID construct method.
 - iv. Identify format code, ISO/IEC syntax, and Data Qualifiers contained.
 - v. Identify the Enterprise Identifier (EID) (i.e. Cage, DUNS, or GS1).
 - vi. Identify the level of serialization (i.e., Part, Lot, Batch, Enterprise, etc.).
 - vii. If using Construct 1 – 18S, identify the sequence number generation process.
 - viii. Determine other data elements (if required) in the data matrix symbol (i.e. 30P and 30T).
 - ix. Identify the Human Readable Mark Generation elements to be included on the label.
 - x. For labels/nameplates, identify which type of material will be used for the creation of the Mark (i.e., Aluminum, Polyacrylic, Metal Foil, Polyester, Polyvinyl, Aluminum Foil, Stainless Steel, etc.).
 - xi. Describe the overall layout of the Mark including (Reference Tech Data as applicable).
 - xii. Size (Length, Width, Thickness, etc.).
 - xiii. Shape (Circle, Square, Rectangle, Rounded Corners, etc.).
 - xiv. Layout/Order (Location of Human and Machine Readable elements).
 - xv. Marking Location on Asset.
 - xvi. Type of Lettering (Font, Font Size, Color, etc.).
 - xvii. Attachment Method (Adhesive, Screws, Rivets, Tags, Bag and Tag, Tags and Bands, etc.). For Tag, and Bag/Band and Tag items, provide evidence of why part could not be marked and Government concurrence.
- (c) Data File Format:
- i. The data must be delivered in “PDF” format.

-
- (d) If DND has provided the Contractor with an approved UID Marking Specification for the item to be marked, the Contractor may use this specification to apply UID markings instead of developing a new UID Marking Specification.
- (4) Prior to shipment of any UID-subject items, prepare and deliver a UID Data Submission for approval. The submission must include the following data for each UID-subject item:
- (a) Description (English)*
 - (b) Description (French)*
 - (c) CAGE of item manufacturer*
 - (d) Manufacturer current part number*
 - (e) Manufacturer serial number*
 - (f) Item Weight β
 - (g) Unit of Weight \dagger
 - (h) Acquisition Value β
 - (i) Acquisition Currency \dagger
 - (j) Country of Manufacture β
 - (k) Year of Manufacture β
 - (l) Month of Manufacture \dagger
 - (m) Embedded item (Y/N)*
 - (n) NCAGE of parent item manufacturer (if an embedded item) \dagger
 - (o) Manufacturer part number (if an embedded item) \dagger
 - (p) Manufacturer serial number (if an embedded item) \dagger
 - (q) Unique item identifier of parent item (if an embedded item) \dagger
 - (r) Unique item identifier of item*
 - (s) Unique Item Identifier Type*
 - (t) Issuing Agency Code*
 - (u) Enterprise Identifier of entity assigning UII (if concatenated UII is used) \dagger
 - (v) Item Original Part number (if UII is serialized within the part number) \dagger
 - (w) Item Lot or Batch Number (if UII is serialized within the batch or lot) \dagger
 - (x) Serial number used in UII (if concatenated unique item identifier is used) \dagger

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- (y) CAGE or DUNS of organization submitting the data*
 - (z) Name of the person or office submitting the data*
 - (aa) E-mail address of the submitter*
 - (ab) Phone number of the submitter*
 - (ac) Contract Number under which the item is to be delivered*

NOTES

(*) indicates a Mandatory Field
(β) indicates an Optional Field
(†) indicates a Conditional Field

NOTES

The data must be delivered in a ".CSV" or ".XLS" format

For questions related to the data submission or to obtain a data submission template, please contact:
UniquelDentification-IdentificationUnique@forces.gc.ca.

- (5) Upon approval of proposed Unique Item Identifiers, mark each UID-subject item with:
 - (a) Its Unique Item Identifier component data elements (as approved in 2.d above), using an ECC200 Data Matrix Symbol in accordance with AAITP-09 and STANAG 4329;
 - (b) UII Marks applied in accordance with approved UID Marking Specifications (as described in section 2.c of this clause);
 - (c) UII Marks that conform to the syntax and semantics described in STANAG 2290 Annex B, Para 4;
 - (d) UII Marks having a minimum Symbol Quality as described in STANAG 2290 Annex B Para 5; and
 - (e) UII Marks that are accomplished in a manner that will not adversely affect the item's ability to meet its required performance.
- (6) Ensure that any UID-subject items that are delivered in unit-level and bulklevel packaging for which said packaging obstructs access to the item UII Marks have UII package labels that:
 - (a) Have been applied on the outside of the package with UII information in a machinereadable PDF417 bar code symbol which contains the UII (unit-level) and UIIs (bulklevel) contained within said package, as applicable;
 - (b) Utilize a PDF417 packaging symbol is in conformance with STANAG 4281 / AAITP-05; and
 - (c) Utilize syntax and semantics in conformance with STANAG 2495 / AAITP-03;

NOTE

The PDF417 label containing the UII data must be either part of the other required packaging labels set out in this Statement of Work, or affixed as a separate label adjacent to the other required packaging labels.

(7) Prepare and deliver a UID Validation and Verification report in accordance with the following:

- (a) A representative sample of UII marks on items for each distinct UID applicable item type procured shall be verified. Verification for mark quality of the first article for each item type is required. Each UII mark shall be validated for data contents. Verification and validation results shall include at a minimum the data set out in 10.4 below (with exception of Verifications). Marks failing verification or validation must be replaced with compliant marks prior to acceptance of the items.
- (b) The tabular report shall include the following alphanumeric fields:
 - i. Unique Item Identifier (UII).
 - ii. UII Type (Construct).
 - iii. Enterprise Identifier (EID).
 - iv. EID Type (CAGE/NCAGE, DUNS, etc).
 - v. Original Equipment Manufacturer (OEM) Part Number.
 - vi. Service Assigned Serial Number (if assigned).
 - vii. Original Equipment Manufacturer (OEM) serial number.
 - viii. Equipment Nomenclature (name and type).
 - ix. NATO Stock Number (NSN).
 - x. Validation Date.
 - xi. Validation Result (Pass/Fail).
 - xii. Verification Date.
 - xiii. Verification Result (Pass/Fail).
 - xiv. Other Event/Activity Date* (optional).
 - xv. Other Event/Activity* (optional).
 - xvi. For items marked that "Fail" IUID validation or verification, identify corrective action (whether the item has been re-marked or scrapped).
- (c) A "Pass" validation value shall be assigned to records whose data matrix symbol(s) properly encode Item Unique Identification data as prescribed in STANAG 2290 requirements for machine readable information (MRI) marking.

- (d) A "Pass" verification value shall be assigned to records whose data matrix symbol(s) meet or exceed the Symbol Quality standards set out in STANAG 2290 for data matrix symbol quality. These must be accompanied with a detailed Verification report for each mark that was verified.
- (e) The Contractor shall ensure machinereadable UII marks required under this contract are permanently placed on the items subjected to contractually-required performance testing prior to that testing; and further shall include all mark serviceability problems in the item's test report(s).
- (f) The Contractor shall ensure machinereadable UII marks required under this contract are permanently placed on the items subjected to contractually-required performance testing prior to that testing; and further shall include all mark serviceability problems in the item's test report(s).