



National Defence

Défense nationale

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Quartier général de la Défense nationale
Ottawa (Ontario)
K1A 0K2

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Bid Receiving – PWGSC / Réception des
soumissions – TPSGC

*Bid Receiving Unit
50 Victoria Street, PDP I, Mailroom
C114
Gatineau, Québec, K1A 0C9 (J8X
3X1)*

Email /Courriel :
tpsgc.dgareceptiondessoumissions-
abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

+Title/Titre MRB - ECs installation Cranes	Solicitation No – N° de l'invitation W8472- 245921/A
Date of Solicitation – Date de l'invitation 6 February 2024 / 6 Février 2024	
Address Enquiries to – Adresser toutes questions à Nadine Baril D Mar P 2-2-3 Nadine.Baril@forces.gc.ca	
Telephone No. – N° de téléphone N/A	FAX No – N° de fax
Destination See Herein	

Proposal To: National Defence Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefore.

Proposition à : Défense nationale Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

Instructions:

Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Solicitation Closes – L'invitation prend fin

At – à : 14 :00 East Time / 14 :00 Heure normale de l'est

On - le : 7 March 2024 / 7 Mars 2024

Delivery required - Livraison exigée.	Delivery offered - Livraison proposée
ON OR BEFORE AUGUST 1,2024	
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 Security Requirements

There is no security requirement applicable to this contract.

1.2 Requirement

The requirement is detailed in Annex "A", Line-Item Description.

1.3 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.

1.4 Trade Agreements

The requirement is subject to the provisions of Canada Free Trade Agreement (CFTA) - Canada-Chile Free Trade Agreement (CPTPP) - Canada-Columbia Free Trade Agreement - Canada-Honduras Free Trade Agreement - Canada-Korea Free Trade Agreement - Canada-Panama Free Trade Agreement – Canada-Peru Free Trade Agreement

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.

Modify 2003 as follow:

- Section 02, Procurement Business Number, is deleted in its entirety;
- Section 05, Submission of bids, subsection 3, is deleted in its entirety;
- Section 08, Transmission by facsimile or by epost Connect, is deleted in its entirety.
- Section 20, Further information, subsection 2, is deleted in its entirety.

2.2 Submission of Bids

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

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

tpsgc.pareceptiondessomissions-apbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

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.

2.2.1 Electronic Submissions

Electronic Submissions: **Individual e-mails exceeding five (5) megabytes, or that includes other factors such as embedded macros and/or links, may be rejected by the DND e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority.** Larger bids may be submitted through more than one e-mail. The Contracting Authority will confirm receipt of documents. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Bidders should not assume that all documents have been received unless the Contracting Authority confirms receipt of each document. In order to minimize the potential for technical issues, Bidders are requested to allow sufficient time before the closing time and date to confirm receipt.

Technical and financial documents received after the closing time and date will not be accepted.

Bidders are requested that the solicitation number (**W8472-245921/A**) be included in the subject line of any email.

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 Buy 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 bidders provide their bid as follows:

Section I: Technical Bid (1 soft copy)
Section II: Financial Bid (1 soft copy)
Section III: Certifications (1 soft copy)
Section IV: Additional Information (1 soft copy)

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

Canada is committed to achieving net zero greenhouse gas (GHG) emissions by 2050 in an effort to position Canada for success in a green economy and to mitigate climate change impacts. As a result, future solicitations may include the following:

- there may be evaluation criteria or other instructions in the solicitation or contract documents related to measuring and disclosing your company's GHG emissions;
- you may be requested or required to join one of the following initiatives to submit a bid, offer or arrangement or if you are awarded the contract:
 - Canada's Net-Zero Challenge;
 - the United Nations Race to Zero;
 - the Science-based Targets Initiative;
 - the Carbon Disclosure Project;
 - the International Organization for Standardization;
- you may be required to provide other evidence of your company's commitment and actions toward meeting net zero targets by 2050.

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 Annex "B". The total amount of Applicable Taxes must be shown separately.

3.1.1 Electronic Payment of Invoices – Bid

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

If Annex "C" 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 SACC Manual Clauses

Section IV: Certifications

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

Section V: Additional Information

In Section V of their bid, bidders should provide:

- (i) A completed, signed, and dated Page 1 of this solicitation, or final amendment, as applicable;
- (ii) The name of the person(s) and associated contact information (title, mailing address, phone number, and e-mail address) authorized by the Bidder to:
 - (a) Enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
 - (b) Coordinate delivery and follow-up; and
 - (c) Provide after sales service, maintenance, warranty repairs, and a full range of repair parts for the equipment offered.
- (iii) For the article in Part 2 entitled Applicable Laws of the bid solicitation: the province or territory if different than specified; and
- (iv) Any other information submitted in the bid not already detailed.

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.
 - (c) The evaluation team will determine if there are two (2) or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the Competition Act, R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

4.2 Technical Evaluation

Bidders must provide the Part Number or equivalent as noted in **Annex "A"** Requirement.

4.3 Equivalent Products – Bid

- (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) Bidders proposing an Equivalent or Substitute Product must also provide an OEM letterhead with a Certificate of Compliance, drawing and Technical Data with their proposal.
- (f) 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.
- (g) 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:
- (a) at least one bid is received proposing an equivalent part,
- (b) no acceptable specifications of the requested Item of supply are provided by the bidder proposing the equivalent,
- (c) no acceptable specifications of the requested Item of Supply are available to Canada, and
- (d) 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

4.4 Financial Evaluation

[A0222T](#) (2014-06-26), Evaluation of Price-Canadian/Foreign Bidders

4.5 Basis of Selection - Multiple Items

[A0031T](#) (2010-08-16), Basis of Selection – Mandatory Technical Criteria

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.

5.2 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/ciif/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ciif/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.3 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.

5.4 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.

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Requirement

The Contractor must provide the items detailed under the "Line Item Detail". (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 with the following modifications:

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

6.4. Period of the Contract

The period of the Contract is from date of Contract to the end of the warranty period inclusive.

6.4.1 Delivery Date

All the deliverables must be received **on or before August 1, 2024**.

6.4.2 Delivery Points

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

6.5 Equivalency of Equipment

- (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 C-05-005-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 identified in the bid solicitation 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, quality and performance to the existing equipment owned by Canada that was identified in the bid solicitation, or is not fully compatible, interchangeable and interoperable with the existing equipment owned by Canada that was identified in the bid solicitation, 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, on the basis that Canada has satisfactory evidence that based on this past behaviour, such entity is unsuitable and its equivalent bid should be rejected pursuant to Canada's standard instructions for competitive requirements.

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

6.6 Authorities

6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Nadine Baril
Title: Procurement Specialiste
Organization DND D Mar P 2-2-2
Address: 455 Boulevard de la Carrière, Gatineau, QC J8Y 6V7

Telephone: 613-862-7297

E-mail address: nadine.baril@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.

6.6.2 Technical Authority

The Technical Authority for the Contract is:

Name: Jake Bragg
Title: Project Naval Architect
Organization: DMEPM(NC) 4
Address: 455 Boulevard de la Carrière, Gatineau, QC J8Y 6V7

Telephone: 819-939-3538
E-mail: jacob.bragg@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.

6.6.3 Contractor's Representative

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail: _____.

6.7 Shipping

Shipping instructions: Delivery and destination schedules unknown

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid Unless otherwise directed, delivery must be made by the most economical means. Shipping charges must be shown as a separate item on the Contractor's invoice. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.
2. The Contractor must deliver the goods to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.

7H1 CF Halifax
Halifax, N.S.
Telephone: 902-427-1441 .

6.8 Payment

6.8.1 Basis of Payment - Firm Price

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 in Annex "B" for a cost of \$_____. Customs duties are included and Applicable Taxes are extra.

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

6.8.2 Limitation of Price

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

6.8.3 SACC Manual Clauses

[C2000C](#) (2007-11-30) Taxes - Foreign-based Contractor

[B7500C](#) (2006-06-16) Excess Goods

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

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

[H1000C](#) (2008-05-12) Single Payment

[D2000C](#) (2007-11-30), Markings

[D2001C](#) (2007-11-30), Labelling

6.8.3.1 Packaging Requirement using Specification D-LM-008-036/SF-000:

The Contractor must prepare all items 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.

6.8.4 Quality Assurance

6.8.4.1 QAC C – Applicable to items 001, 003

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

6.8.4.2 QAC Q – Applicable to items 002

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

6.8.5 Release Documents – Distribution:

6.8.5.1 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);

6.8.6 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.

2. Invoices must be distributed as follows:

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

Department of National Defence
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
Attention: D Mar P 2-2-2 – Nadine Baril
nadine.baril@forces.gc.ca

6.9 Certifications and Additional Information

6.9.1 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.

6.10 Applicable Laws

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

6.11 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 (2022-01-28) General conditions – Goods (Medium complexity);
- (c) Annex A, Line Item details
- (d) Annex D Statement of Quality Requirements (SOQR)
- (e) The Contractor's bid dated _____.

6.12 SACC Manual Clauses

[A9131C](#) (2020-11-19) - Controlled Goods Program – Contract

[B4060C](#) (2011-05-16) - Controlled Goods

[A9006C](#) (2012-07-16) - Defence Contract

[D9002C](#) (2007-11-30) - Incomplete Assemblies

[A3060C](#) (2008-05-12) - Canadian Content Certification

6.13 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](#)".

ANNEX "A" REQUIREMENT

Item	Description	Delivery Point	Point of Contact	Delivery Date	Make and Model	Quantity Required
001	THERMOSTAT, FLOW CONTROL Part Number: TP970B2010 NSN: 6685 01-3496361 NCAGE: 27319	CFB HALIFAX MAIN WAREHOUSE BLDG D206 DOOR 11/12 HMC Dockyard Bldg D-206 Door 1 thru 13 2519 PROVO WALLIS STREET HALIFAX, NOVA SCOTIA NS B3K 5X5 CANADA	[To be detailed in the resulting contract]	[60 days after contract awarded date]		48
002	AUTOMATIC CHANGE-OVER SWITCH Part Number: A435A2D NSN: 6110 21-9210364 NCAGE: 32379	CFB HALIFAX MAIN WAREHOUSE BLDG D206 DOOR 11/12 HMC Dockyard Bldg D-206 Door 1 thru 13 2519 PROVO WALLIS STREET HALIFAX, NOVA SCOTIA NS B3K 5X5 CANADA	[To be detailed in the resulting contract]	[60 days after option exercised]		12
003	FAN COIL UNIT Part Number: BRW-170-DD-3K-ND NSN: 4130 20-0114648 NCAGE: 38728	CFB HALIFAX MAIN WAREHOUSE BLDG D206 DOOR 11/12 HMC Dockyard Bldg D-206 Door 1 thru 13 2519 PROVO WALLIS STREET HALIFAX, NOVA SCOTIA NS B3K 5X5 CANADA	[To be detailed in the resulting contract]	[60 days after option exercised]		12

**Please note: NSN and NCAGE are provided as a reference only.
Evaluation will be done based on Part Number.**

ANNEX "B" BASIS OF PAYMENT

1. General

- A. Bidders must submit a Firm Unit Price for each Item.
- B. Bidders are requested to complete the following Pricing Schedule and include it in the bid.

2. Firm Goods and/or Services

2.1 Items

- A. The Firm Unit Price(s) include(s) associated specifications and deliverables as per Annex A Requirement, Delivered Duty Paid (DDP), specified Delivery Point, Incoterms 2010:

Item	Delivery Point	Quantity Required (A)	Firm Unit Price (B)	Total (C = A x B)
001	CFB Halifax, NS	48	\$	\$
002	CFB Halifax, NS	12	\$	\$
003	CFB Halifax, NS	12	\$	\$

Total (D = sum C)	\$
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Solicitation No. - N° de l'invitation

W8472-245921/A

Client Ref. No. - N° de réf. du client

W8472-245921

Amd. No. - N° de la modif.

File No. - N° du dossier

W8472-245921

Buyer ID - Id de l'acheteur

C07

CCC No./N° CCC - FMS No./N° VME

ANNEX "C" 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);