

National Defence

Défense nationale

National Defence Headquarters Ottawa, Ontario K1A 0K2

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

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

Or By/ Ou par Fax To/A: 819-997-9776

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).

Solicitation Closes – L'invitation prend fin

At - à: 14:00 Hours (2 PM)

Eastern Daylight Time (EDT) -Heure normale de l'Est (HNE)

On - le: 9 October 2023 / 9 octobre 2023

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

Title/TitreSolicitation No – N° deProcurement of CORD and ROPE Fibrous / Acquisition de Corde Fibre et Fibre de Cordage.W8485-247819			
Date of Solicitation – Date de l'invita 28 August 2023 / 28 août 2023	tion		
Address Enquiries to – Adresser toute National Defence Headquarters Quartier général de la Défense nationale 101, boul. Colonel By Drive Ottawa ON K1A 0K2 Attn: Louis-Yves Tremblay, DAP 8-6-2 Email: Louis-Yves.Tremblay@forces.ge	-		
Telephone No. – N° de téléphone FAX No – N° de fax N/A N/A			
Destination Specified Herein Précisé dans les présentes			

Instructions:

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

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

Delivery requir	red - Livraison exigée	Delivery offered - Livraison proposée	
29 February 2	024 / 29 février 2024		
Vendor Name	and Address - Raison social	e 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)	the de la personne autorise	c a signer au nom du rounnisseur (caractere	
× ′			
Name/Nom	Ti	tle/Titre	
Signature		Date	



TABLE OF CONTENTS

PART 1 -	GENERAL INFORMATION	4
1.1	SECURITY REQUIREMENTS	
1.2	STATEMENT OF REQUIREMENT	
1.3	DEBRIEFINGS	
1.4	TRADE AGREEMENTS	
PART 2 -	BIDDER INSTRUCTIONS	5
2.1	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	5
2.1.1	SACC MANUAL CLAUSES	
2.2	SUBMISSION OF BIDS	5
2.3	ENQUIRIES - BID SOLICITATION	6
2.4	APPLICABLE LAWS	
PART 3 -	BID PREPARATION INSTRUCTIONS	7
3.1	BID PREPARATION INSTRUCTIONS	7
3.2	SECTION I: TECHNICAL BID	7
3.3	SECTION II: FINANCIAL BID	7
3.4	SECTION III: CERTIFICATIONS	
3.5	SECTION IV: ADDITIONAL INFORMATION	
3.5.1	BEST DELIVERY DATE - BID	
3.5.2	ELECTRONIC PAYMENT OF INVOICES	
3.5.3	BIDDER'S REPRESENTATIVES	
	EVALUATION PROCEDURES AND BASIS OF SELECTION	
4.4	EVALUATION PROCEDURES	0
4.1 4.2	EVALUATION PROCEDURES TECHNICAL EVALUATION	
4.2 4.2.1		
	MANDATORY TECHNICAL CRITERIA	
4.3	FINANCIAL EVALUATION	
4.3.1		
4.4	BASIS OF SELECTION - MULTIPLE ITEMS	
	CERTIFICATIONS AND ADDITIONAL INFORMATION	
5.1	CERTIFICATIONS REQUIRED WITH THE BID	
5.1.1	INTEGRITY PROVISIONS - DECLARATION OF CONVICTED OFFENCES	-
5.2	CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	
5.2.1	INTEGRITY PROVISIONS – REQUIRED DOCUMENTATION	
5.2.2	FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - BID CERTIFICATION	-
PART 6 -	RESULTING CONTRACT CLAUSES	
6.1	SECURITY REQUIREMENTS	
6.2	STATEMENT OF REQUIREMENT	
6.2.1	TECHNICAL CHANGES, SUBSTITUTES AND ALTERNATIVES	
6.3	STANDARD CLAUSES AND CONDITIONS	
6.3.1	GENERAL CONDITIONS	
6.4	TERM OF CONTRACT	
6.4.1	Period of Contract - A9022C (2007-05-25)	
6.4.2	DELIVERY DATE	
6.5	AUTHORITIES	
6.5.1	CONTRACTING AUTHORITY	12

6.5.2	TECHNICAL AUTHORITY	
6.5.3	CONTRACTOR'S REPRESENTATIVE	12
6.6	PAYMENT	
6.6.1	BASIS OF PAYMENT – FIRM PRICE - C0207C (2013-04-25)	13
6.6.2	SACC MANUAL CLAUSES	13
6.7	ELECTRONIC PAYMENT OF INVOICES - CONTRACT - H3027C (2016-01-28)	13
6.8	INVOICING INSTRUCTIONS – H5001C (2008-12-12)	13
6.9	CERTIFICATIONS AND ADDITIONAL INFORMATION	14
6.9.1	COMPLIANCE	
6.10	Applicable Laws	14
6.11	PRIORITY OF DOCUMENTS	14
6.12	PREPARATION FOR DELIVERY	14
6.12.1	PACKAGING REQUIREMENT USING SPECIFICATION D-LM-008-036/SF-000 - D3018C	
	(2014-09-25)	
6.12.2	SHIPPING INSTRUCTIONS - FREE ON BOARD DESTINATION AND DELIVERED DUTY PAID -	
6.12.3	DELIVERY OF DANGEROUS GOODS/HAZARDOUS PRODUCTS	
6.12.4	DELIVERY APPOINTMENTS	15
6.13	QUALITY ASSURANCE	
6.13.1	ISO 9001:2015 - QUALITY MANAGEMENT SYSTEMS - REQUIREMENTS (QAC C) – D554	
	05-30)	
6.14	CONDITION OF MATERIAL - CONTRACT - B1006C (2014-06-26)	
6.15	ADDITIONAL SACC MANUAL CLAUSES	16
ANNEX "	A"	
ANNEX "	B" TO PART 3 OF THE BID SOLICITATION	

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with the requirement.

1.2 Statement of Requirement

This bid solicitation is being issued to satisfy the requirement of the Department of National Defence (DND) for Cord and Rope Fibrous spares parts to replenish Depot levels at 25 CFSD Montreal, QC, Canada.

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

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 fifteen (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 the following trade agreements: Canadian Free Trade Agreement (CFTA), Canada-Chile Free Trade Agreement, Canada-Colombia Free Trade Agreement, Canada-Panama Free Trade Agreement and Canada-Honduras 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

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

The <u>2003</u> (2023-06-08) Standard Instructions - Goods and Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

a) Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days, Insert: 90 days

b) The text under subsection 20.2 - Further Information - is deleted in its entirety.

2.1.1 SACC Manual Clauses

<u>B1000T</u>	Condition of Material - Bid	2014-06-26
<u>C3011T</u>	Exchange Rate Fluctuation	2013-11-06
<u>C9000T</u>	Pricing	2010-08-16

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 epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

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

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

Bidders must indicate the bid solicitation number on the packaging when submitting their bids.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

First page of the Request for Proposal signed by the Bidder or an authorized representative of the Bidder (1 signed copy).

Section I: Technical Bid (one (1) hard copy)

Section II: Financial Bid (one (1) hard copy)

Section III: Certifications (one (1) hard copy)

Section IV: Additional Information (one (1) hard 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 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 <u>Policy on Green Procurement</u> (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainablymanaged forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

3.2 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.

3.3 Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment specified in Part 6, section 6.6.1.

Bidder must submit firm unit prices in Annex "A", Line Item Details, FOB destination, Delivery Duty Paid at destination, Canadian customs duties and excise taxes included, and applicable taxes extra. Prices should not be indicated in any other section of the bid.

Conditional prices will not be accepted.

Bidders do not have to quote a price for all items identified in the bid solicitation.

3.4 Section III: Certifications

Bidders must submit the certifications required under Part 5.

3.5 Section IV: Additional Information

Canada requests that Bidders submit the information identified at Annex "B", Additional Information:

3.5.1 Best Delivery Date - Bid

While delivery is requested by "29 February 2024", Bidders should indicate the best delivery that could be offered in Annex "A", Line-Item Details.

3.5.2 Electronic Payment of Invoices

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

If Annex "B", Additional Information, 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.

3.5.3 Bidder's Representatives

Canada requests that Bidders complete the Bidder's Representatives section in Annex "B", Additional Information.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.2 Technical Evaluation

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

4.2.1 Mandatory Technical Criteria

The following mandatory factors will be taken into consideration in the evaluation of each bid:

- M1. Comply with all details described at Annex "A", Line-Item Details. Bidders must clearly indicate the Part Number and the NSCM/CAGE they are offering;
- M2. Provide all required technical information as detailed in Part 3, section I, inclusive of all subsections;
- M3. Provide, if required, manufacture and Parts Traceability for all items;
- M4. Accept all terms and conditions as outlined in the bid solicitation and resulting Contract document; and
- M5. Provide the Materiel condition requested;

4.3 Financial Evaluation

4.3.1 Evaluation of Price

For bid evaluation and contractor selection purposes only, the evaluation of price will be determined in accordance with Annex "A", Line-Item Details.

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Delivery Duty Paid at destination, Canadian customs duties and excise taxes included.

Bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date will be applied as a conversion factor to the bids submitted in foreign currency.

For foreign Bidders, although Canada reserves the right to award a Contract either on FCA plant or DDP destination, Canada requests that bidders provide prices DDP at destination for information purposes.

4.4 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.

One contract or multiple contracts may be awarded in response to this bid solicitation.

In the event of multiple responsive bids having the same lowest evaluated price for a specific line item or items, the responsive Bidder providing the earliest Delivery Offered for the respective line item will be recommended for the 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. 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 website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

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 this Contract.

6.2 Statement of Requirement

The Contractor must provide the items detailed under the Annex "A", Line-Item Details.

6.2.1 Technical Changes, Substitutes and Alternatives

Any technical changes, equivalent products and alternatives proposed by the Contractor must be evaluated for acceptance by the Technical Authority. Any equivalent products and alternatives must be equivalent in form, fit, function and performance. Equivalent products and alternatives that are offered as equivalent will only be acceptable once they are approved by the Technical Authority as an equivalent. A contract amendment or a completed Design Change/Deviation form will be issued.

Should the Technical Authority not accept the equivalent product, or the alternative and the Contractor is unable to meet the technical requirement, Canada may terminate the contract for default in accordance with the general conditions stated in the contract.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

<u>2010A</u> (2022-12-01), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract with the following modifications:

a. Definition of Minister is modified as follows:

"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 Contract - <u>A9022C</u> (2007-05-25)

The period of the Contract is from date of Contract to _____ inclusive.

6.4.2 Delivery Date

The Contractor must make the delivery as specified under Annex "A", Line Item Details.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name:	Louis-Yves Tremblay
Title:	Director Aerospace Procurement (DAP) 8-6-2
Organization:	Department of National Defence (DND)
Directorate:	Director Aerospace Procurement (DAP)
Address:	101 Colonel By Drive
	Ottawa, ON, K1A 0K2
Telephone:	N/A
E-mail:	Louis-Yves.Tremblay@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

To be inserted by the Contracting Authority

The Technical Authority for the Contract is:

Name:	
Title:	
Organization:	Department of National Defence
Directorate:	
Address:	
Telephone:	
Facsimile:	
E-mail:	
E man.	

The Technical Authority 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

To be inserted by the Contracting Authority

General Enquiries				
Name:				
Telephone:				
Facsimile:				
E-mail:				

6.6 Payment

6.6.1 Basis of Payment – Firm Price - <u>C0207C</u> (2013-04-25)

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 Annex "A", Line-Item Details, for a cost of \$______(*To be inserted by the Contracting Authority*). 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.

6.6.2 SACC Manual Clauses

<u>C2000C</u>	Taxes – Foreign-based Contractor	2007-11-30
<u>C2605C</u>	Canadian Customs Duties and Sales Tax – Foreign-based	2008-05-12
<u>H1000C</u>	Single Payment	2008-05-12
<u>H1001C</u>	Multiple Payment	2008-05-12

6.7 Electronic Payment of Invoices - Contract - <u>H3027C</u> (2016-01-28)

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

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

6.8 Invoicing Instructions – <u>H5001C</u> (2008-12-12)

- 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 following address for certification and payment:

Department of National Defence 25 CF Supply Depot P.O. BOX 4000, STN "K" Montreal, QC H1N 3R9 CANADA ATTN: Invoice Section W1941

b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract. The Contractor is requested to provide invoices in electronic format to the Contracting Authority unless otherwise specified by the Contracting Authority, thereby reducing printed material.

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 Articles of Agreement;
- (b) <u>2010A</u> (2022-12-01) General Conditions Goods (Medium Complexity);
- (c) Annex "A", Line Item Details;
- (d) The Contractor's bid dated to be inserted by the Contracting Authority, as amended to be inserted by the Contracting Authority.

6.12 Preparation for Delivery

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

The Contractor must prepare the item(s) marked "Packaging: D-LM-008-036/SF-000" in Annex "A", Line-Item Details, for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification *D-LM-008-036/SF-000*, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package items in quantities of one (1) by package.

6.12.2 Shipping Instructions - Free on Board Destination and Delivered Duty Paid - <u>D4002C</u> (2013-04-25)

Goods must be consigned and delivered to the destination specified in the contract: FOB Destination 25 CFSD Receipts Section 6363 Notre Dame Street, Montreal, QC, Canada H1N 3V9 including all delivery charges and customs duties and Applicable Taxes.

6.12.3 Delivery of Dangerous Goods/Hazardous Products

- 1. The Contractor must mark dangerous goods/hazardous products which are classed as dangerous/hazardous as follows:
 - a. shipping container in accordance with the Transportation of Dangerous Goods Act, 1992, c. 34; and
 - b. immediate product container in accordance with the Hazardous Products Act, R.S., 1985, c. H-3.
- 2. The Contractor must provide bilingual Safety Data Sheets, indicating the NATO Stock Number as follows:
 - a. two hard copies:
 - i. one copy to be enclosed with the shipment, and
 - ii. one copy to be mailed to: National Defence Headquarters MGen George R. Pearkes Building 101 Colonel By Drive Ottawa, Ontario K1A 0K2 Attention: DSCO 5-4-2
 - b. one copy sent in any electronic format to the following address: MSDS-FS@FORCES.GC.CA.
- 3. The Contractor will be responsible for any damages caused by improper packaging, labelling or carriage of dangerous goods/hazardous products.
- 4. The Contractor must ensure they adhere to all levels of regulations regarding dangerous goods/hazardous products as set forth by federal, provincial and municipal laws and by-laws.
- 5. The Contractor must contact the consignee (i.e. Supply Depot Traffic Section) at least 48 hours before shipping dangerous goods/hazardous products in order to schedule a receiving time.

6.12.4 Delivery Appointments

The Contractor is required to arrange delivery appointments by contacting the Depot Traffic Section. The Department of National Defence reserves the right to refuse shipments without prior arrangement. Delivery appointments can be arranged by telephone:

25 Canadian Forces Supply Depot Montreal (CFSD), Montreal, QC. Telephone: 1-866-935-8673 (toll free), or 514-252-2777, ext. 2363 / 4673 / 4282

6.13 Quality Assurance

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

For item(s) marked "ISO 9001:2015 QUALITY ASSURANCE: C" in Annex "A", Line-Item Details.

6.14 Condition of Material - Contract - <u>B1006C</u> (2014-06-26)

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

6.15 Additional SACC Manual Clauses

<u>A9006C</u>	Defence Contract	2012-07-16
<u>B7500C</u>	Excess Goods	2006-06-16
<u>C2800C</u>	Priority Rating	2013-01-28
<u>C2801C</u>	Priority Rating - Canadian-based Contractors	2022-03-29
<u>D2000C</u>	Marking	2007-11-30
<u>D2001C</u>	Labelling	2007-11-30
D2025C	Wood Packaging Materials	2017-08-17
D6010C	Palletization	2007-11-30
<u>D9002C</u>	Incomplete Assemblies	2007-11-30
<u>G1005C</u>	Insurance - No Specific Requirement	2016-01-28

ANNEX "A"

Line Item Details

- Bidders do not have to quote a price for all items identified in the bid solicitation.
- Bidders must complete all mandatory information under the columns identified as "**REQUIRED**" for each line item(s) proposed by the Bidder. Failure to provide the mandatory information, will result in the bid being declared non-responsive for the respective line item. Conditional prices will not be accepted.
- If proposing a substitute product, Bidders must also include the reason for change/supporting data. Bidders are requested to include this information under the "Description" column heading.

Item	DESCRIPTION DESCRIPTION Must clearly indicate part number and N/CAGE offered *REQUIRED*	DELIVERABLE END ITEM GRID *REQUIRED*	DESTINATION ADDRESS	Unit of Issue	Qty	FIRM UNIT PRICE FOB Destination, "Delivery Duty Paid" at destination, Canadian customs duties and excise taxes included, applicable taxes extra "REQUIRED"	EXTENDED PRICE: Applicable taxes extra	DELIVERY OFFERED *REQUIRED*
1	NSN: 4020-20-008-4763 ROPE, FIBROUS Part No: 02048NOR5000COA NCAGE L08L2: ATLANTIC BRAIDS LTD ISO 9001:2015 QUALITY ASSURANCE: C Packaging: D-LM-008-036/SF-000 • P/N offered; • NSCM/CAGE; • Cert. of Conformance from the Original Equipment Manufacturer (OEM) (Y or N) • Substitution Notice: Reason for Change/Supporting Data (if required):	Category 1 New Materiel Category 2 New Surplus Category 3 Other Condition	Department of National Defence 25 CFSD Montreal Receipts Section 6363 NOTRE DAME ST E. MONTREAL, QC, H1N 3V9 CANADA	EA	Quantity must be delivered in 23 Spools of 5000 "FT" Total of 115,000 ft.	\$	\$	
	NSN: 4020-01-593-3517 Description: CORD, FIBROUS Part No: DCCB-1800-YG NSCM/CAGE: 9N061 - C.S.R Inc Acceptable Part No: 51064NYL1GRE1500HZNC NCAGE L08L2: ATLANTIC BRAIDS LTD ISO 9001:2015 QUALITY ASSURANCE: C Packaging: D-LM-008-036/SF-000 • P/N offered; • NSCM/CAGE; • NSCM/CAGE; • Cert. of Conformance from the Original Equipment Manufacturer (OEM) (Y or N) • Substitution Notice: Reason for Change/Supporting Data (if required):	New Surplus	Department of National Defence 25 CFSD Montreal Receipts Section 6363 NOTRE DAME ST E. MONTREAL, QC, H1N 3V9 CANADA	EA	Quantity must be delivered in 300 Spools of 1500 "FT" Total of 450,000 ft.	\$	\$	

ANNEX "B" TO PART 3 OF THE BID SOLICITATION Additional information

1. Electronic Payment of invoices - Bid <u>H3027T</u> (2016-01-28)

Canada requests that Bidders complete option 1 or 2 below:

- 1. () Electronic Payment Instruments will be accepted for payment of invoices. The following Electronic Payment Instrument(s) are accepted:
 - () Direct Deposit (Domestic and International);
 - () Electronic Data Interchange (EDI);
 - () Wire Transfer (International Only);
- 2. () Electronic Payment Instruments will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by Electronic Payment Instruments. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

2. Bidder's Representatives

Canada requests that Bidders provide information for the contact person responsible for:

General Enquiries	
Name:	
Telephone:	
Facsimile:	
E-mail address:	