

**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 0A1 / Noyau 0A1**  
**Gatineau, Québec K1A 0S5**  
**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services 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, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux 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, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> BI-POLAR PLATE AND PRIMARY ANODE	
<b>Solicitation No. - N° de l'invitation</b> W8482-134031/A	<b>Date</b> 2013-05-09
<b>Client Reference No. - N° de référence du client</b> W8482-134031	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HL-602-62708	
<b>File No. - N° de dossier</b> hl602.W8482-134031	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-06-19</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Sobti, Shaloo	<b>Buyer Id - Id de l'acheteur</b> hl602
<b>Telephone No. - N° de téléphone</b> (819) 956-9400 ( )	<b>FAX No. - N° de FAX</b> (819) 956-5227
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
Fuel & Construction Products Division  
11 Laurier St./11, rue Laurier  
7A2, Place du Portage, Phase III  
Gatineau, Québec K1A 0S5

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
W0100	DEPARTMENT OF NATIONAL DEFENCE MAIN SUPPLY BLDG RECEIPTS OFF. D206 HMC DOCKYARD HALIFAX Nova Scotia B3K5X5 Canada	W010B	DEPARTMENT OF NATIONAL DEFENCE ACCT PAYABLE SECTION BUILDING #D155, 3RD FL HALIFAX Nova Scotia B3K5X5 Canada
W2B02	DEPARTMENT OF NATIONAL DEFENCE MAIN WAREHOUSE BLDG 66 COLWOOD VICTORIA British Columbia V9A7N2 Canada	W0103	DEPARTMENT OF NATIONAL DEFENCE CFB ESQUIMALT STN FORCES P.O.BOX 17000 VICTORIA British Columbia V9A7N2 Canada



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	<p>NSN - NNO: 4610-01-479-9693            BI-POLAR PLATE            Part #: 77031RT OR EQUIVALENT            NSCM: 62950            Exceltec Intl Corp            1110 Industrial Blvd, Sugarland,            Texas, US</p> <ul style="list-style-type: none"> <li>CANADIAN NAVAL SANITATION SYSTEMS CURRENTLY IN USE BY NATIONAL DEFENCE RETAIN USCG/IMO CERTIFICATION THAT THE SYSTEMS CONFORM WITH THE INTERNATIONAL MARITIME ORGANIZATIONS INTERNATIONAL CONVENTION'S REGULATIONS FOR THE PREVENTION OF POLLUTION BY SEWAGE FROM SHIPS MARPOL 73/78.</li> <li>BIDDERS OFFERING ALTERNATE PRODUCTS MUST PROVIDE, IN ADDITION TO THE REQUIRED INFORMATION CONTAINED IN SACC CLAUSE B3000T EQUIVALENT PRODUCTS, EVIDENCE THAT THE PRODUCT BEING OFFERED WILL NOT JEOPARDIZE THE EFFECTIVE OPERATION OF THE SYSTEMS AND POTENTIALLY EXPOSE NATIONAL DEFENCE TO SAFETY AND/OR HEALTH ISSUES (FOR EXAMPLE: CATASTROPHIC FAILURE OF THE PRODUCT ITSELF, NON-TREATMENT OF WASTE STREAM, OR UNKNOWN TRACE GASES FROM THE PRODUCT).</li> <li>THE BIDDER MUST INCLUDE WITH</li> </ul>	W0100	W010B	118	Each	\$	XXXXXXXXXXXX	See Herein	



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1	<p>THEIR BID WRITTEN CONFIRMATION FROM THE U.S. COAST GUARD THAT USE OF THE OFFERED PRODUCT WILL NOT COMPROMISE THE CURRENT USCG/IMO CERTIFICATION IN EFFECT ON THE EXISTING SYSTEMS</p> <ul style="list-style-type: none"> <li>Part # Offered: _____</li> <li>NSCM Offered: _____</li> </ul>									
2	<p>NSN - NNO: 4610-01-479-9695 PRIMARY ANODE Part #: 77041RT OR EQUIVALENT NSCM: 62950 Exceltec Intl Corp 1110 Industrial Blvd, Sugarland, Texas, US</p> <ul style="list-style-type: none"> <li>CANADIAN NAVAL SANITATION SYSTEMS CURRENTLY IN USE BY NATIONAL DEFENCE RETAIN USCG/IMO CERTIFICATION THAT THE SYSTEMS CONFORM WITH THE INTERNATIONAL MARITIME ORGANIZATIONS INTERNATIONAL CONVENTION'S REGULATIONS FOR THE PREVENTION OF POLLUTION BY SEWAGE FROM SHIPS MARPOL 73/78.</li> <li>BIDDERS OFFERING ALTERNATE PRODUCTS MUST PROVIDE, IN ADDITION TO THE REQUIRED INFORMATION CONTAINED IN SACC CLAUSE B3000T EQUIVALENT PRODUCTS, EVIDENCE THAT THE PRODUCT BEING OFFERED WILL NOT JEOPARDIZE THE EFFECTIVE OPERATION OF THE SYSTEMS AND</li> </ul>	W2B02	W0103	25	Each	\$	XXXXXXXXXXXX		See Herein	



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2	<p>POTENTIALLY EXPOSE NATIONAL DEFENCE TO SAFETY AND/OR HEALTH ISSUES (FOR EXAMPLE: CATASTROPHIC FAILURE OF THE PRODUCT ITSELF, NON-TREATMENT OF WASTE STREAM, OR UNKNOWN TRACE GASES FROM THE PRODUCT).</p> <ul style="list-style-type: none"> <li>THE BIDDER MUST INCLUDE WITH THEIR BID WRITTEN CONFIRMATION FROM THE U.S. COAST GUARD THAT USE OF THE OFFERED PRODUCT WILL NOT COMPROMISE THE CURRENT USCG/IMO CERTIFICATION IN EFFECT ON THE EXISTING SYSTEMS</li> </ul> <p>Part # Offered: _____ NSCM Offered: _____</p>							
3	<p>NSN - NNO: 4610-01-479-9695 PRIMARY ANODE Part #: 77041RT OR EQUIVALENT NSCM: 62950 Exceltec Intl Corp 1110 Industrial Blvd, Sugarland, Texas, US</p> <ul style="list-style-type: none"> <li>CANADIAN NAVAL SANITATION SYSTEMS CURRENTLY IN USE BY NATIONAL DEFENCE RETAIN USCG/IMO CERTIFICATION THAT THE SYSTEMS CONFORM WITH THE INTERNATIONAL MARITIME ORGANIZATIONS INTERNATIONAL CONVENTION'S REGULATIONS FOR THE PREVENTION OF POLLUTION BY SEWAGE FROM SHIPS MARPOL 73/78.</li> </ul>	W0100	W010B	40	Each	\$ XXXXXXXXXXXXX	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
3	<p>BIDDERS OFFERING ALTERNATE PRODUCTS MUST PROVIDE, IN ADDITION TO THE REQUIRED INFORMATION CONTAINED IN SACC CLAUSE B3000T EQUIVALENT PRODUCTS, EVIDENCE THAT THE PRODUCT BEING OFFERED WILL NOT JEOPARDIZE THE EFFECTIVE OPERATION OF THE SYSTEMS AND POTENTIALLY EXPOSE NATIONAL DEFENCE TO SAFETY AND/OR HEALTH ISSUES (FOR EXAMPLE: CATASTROPHIC FAILURE OF THE PRODUCT ITSELF, NON-TREATMENT OF WASTE STREAM, OR UNKNOWN TRACE GASES FROM THE PRODUCT).</p> <ul style="list-style-type: none"> <li>THE BIDDER MUST INCLUDE WITH THEIR BID WRITTEN CONFIRMATION FROM THE U.S. COAST GUARD THAT USE OF THE OFFERED PRODUCT WILL NOT COMPROMISE THE CURRENT USCG/IMO CERTIFICATION IN EFFECT ON THE EXISTING SYSTEMS</li> </ul> <p>Part # Offered: _____ NSCM Offered: _____</p>							

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## PART 1 - GENERAL INFORMATION

### 1. **Security Requirement**

There is no security requirement associated with this bid solicitation.

### 2. **Requirement**

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

### 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## PART 2 - BIDDER INSTRUCTIONS

### 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>) 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 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Insert: sixty (60) days

#### 1.1 SACC Manual Clauses

THE FOLLOWING TERMS AND CONDITIONS ARE INCORPORATED HEREIN

SACC Reference	Section	Date
B1000T	Condition of Material	2007-11-30
B3000T	Equivalent Products	2006-06-16

#### 1.2 Subject To Prior Sale

SUBMISSION OF FIRM DELIVERY IS MANDATORY, THEREFORE IF A PROPOSAL IS MARKED "SUBJECT TO PRIOR SALE" OR IF YOUR PROPOSAL DOES NOT CONFORM TO THE BID VALIDITY PERIOD EXPRESSED HEREIN, YOUR BID WILL BE CONSIDERED NON RESPONSIVE.

#### 1.3 Units of Issue

SUPPLIERS ARE TO PAY PARTICULAR ATTENTION TO THE UNITS OF ISSUE SPECIFIED. IF QUOTING OTHER THAN SPECIFIED PLEASE INDICATE THE UNIT OF ISSUE YOU ARE QUOTING ON.

### 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 on page 1 of the bid solicitation.

### 3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all

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bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

#### 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.

#### 5. **Delivery**

While delivery is requested by October 04, 2013, the best delivery that could be offered is \_\_\_\_\_.

#### 6. **Assurance of NSCM Traceability**

ASSURANCE OF NSCM (NATO SUPPLY CODE FOR MANUFACTURER) TRACEABILITY:

For the purposes of this solicitation, the NSCM (one or more) specified in this Request for Proposal (RFP) is the only approved source(s) of supply for the part number it is referenced with.

When the specified part number is proposed for supply by the bidder, the related specified NSCM will only be offered by the bidder if the material to be supplied as the specified part number can be traced with documentary evidence directly to the NATO approved source of supply.

In the event that the bidder proposes to supply, under the specified part number, material which can neither be demonstrated by the bidder as originating directly from the approved source of supply nor as supplied under the specified NSCM with the specific written permission of the approved source of supply, the bidder is obligated to specify the alternate manufacturer for the material proposed under the specified part number and not mention the specified NSCM.

Material supplied for the items specified in any subsequent contract will be subject to investigation by the Crown. Material which can neither be demonstrated by the contractor as having originated directly from the NSCM specified for the item in the contract, nor as supplied with the specific written permission of this specified NSCM, will be subject to the following action by the Crown.

The Crown may either:

- a) terminate the contract for default with respect to that item, return the item to the Contractor at the Contractor's risk and expense, and demand and receive from the Contractor (who will forthwith so pay) all procurement and other costs incurred by the Crown, including any increased costs required for the purpose of expediting production; or
- b) retain the item, and demand and receive from the Contractor (who will forthwith so pay) the difference between the Contractor's costs relating to the item, as determined by the Crown, and the costs which, in the Crown's opinion, the Contractor would have incurred had it obtained and supplied an item which did not differ in any way from that specifically required under the contract.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

Bidders must submit one (1) copy of the tender document in its entirety, duly completed and signed.

Prices must appear in the line item detail 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 Policy on Green Procurement (<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 sustainably-managed 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.

#### 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.

#### 1. Additional Information

Canadian Naval Sanitation Systems currently in use by National Defence retain USCG/IMO Certification that the systems conform with the International Maritime Organizations International Convention's Regulations for the Prevention of Pollution by Sewage from Ships MARPOL 73/78.

Bidders offering alternate products must provide, in addition to the required information contained in SACC clause B3000T Equivalent Products, evidence that the product being offered will not jeopardize the effective operation of the systems and potentially expose National Defence to safety and/or health issues (for example: catastrophic failure of the product itself, non-treatment of waste stream, or unknown trace gases from the product).

The Bidder must include with their bid written confirmation from the U.S. Coast Guard that use of the offered product will not compromise the current USCG/IMO Certification in effect on the existing systems.

#### Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

#### 1.1 SACC Manual Clauses

THE FOLLOWING TERMS AND CONDITIONS ARE INCORPORATED HEREIN

SACC Reference	Section	Date
C3011T	Exchange Rate Fluctuation	2010-01-11

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**Section III: Certifications**

Bidders must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 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.

#### 1.1 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.

##### 1.1.1 Evaluation Criteria - Technical

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

- (a) Technical compliance;
- (b) Inspection requirement;
- (c) Packaging requirement;
- (d) Descriptive literature;
- (e) Acceptance of terms and conditions as mentioned in the bid solicitation;
- (f) Completion of the solicitation.

#### 1.2 Financial Evaluation

THE FOLLOWING TERMS AND CONDITIONS ARE INCORPORATED HEREIN

SACC Reference	Section	Date
A0220T	Evaluation of Price	2013-04-25

##### 1.2.1 Evaluation Criteria - Financial

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

- (a) Compliance with proposed pricing methods;
- (b) Price (firm price, Canadian funds, DDP Delivered Duty Paid destination Incoterms 2000);

### 2. Basis of Selection

THE FOLLOWING TERMS AND CONDITIONS ARE INCORPORATED HEREIN

SACC Reference	Section	Date
A0069T	Basis of Selection	2007-05-25

#### 2. 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 lowest priced responsive bid will be recommended for award of a contract as follows:

Items with identical NSN's to be delivered to multiple destinations will be awarded on a group basis (all destinations per NSN).

- 2.1 More than one Contract may be awarded in response to this solicitation.

## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### 1. Mandatory Certifications Required Precedent to Contract Award

#### 1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bids of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

### 2. Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

#### 2.1 Federal Contractors Program - Certification

##### **Federal Contractors Program - over \$25,000 and below \$200,000**

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks

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- or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) ( ) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_.

Further information on the FCP is available on the HRSDC Web site (<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>).

**2.2** The Bidder certifies, and has included with their bid written confirmation from the U.S. Coast Guard, that use of the offered product will not compromise the current USGC/IMO Certification in effect on the existing systems.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement applicable to this Contract.

### 2. Requirement

The Contractor must provide the items detailed under the "Line Item Detail".

### 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>) issued by Public Works and Government Services Canada.

#### 3.1 General Conditions

2010A (2013-04-25), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### 4. Term of Contract

#### 4.1 Complete Delivery

The Contractor must make the complete delivery within \_\_\_\_\_ calendar days from the effective date of the Contract.

#### 4.2 Adherence to Delivery Schedule

The contractor will promptly give notice to the Department of Public Works and Government Services of its inability to meet the contract delivery schedule and will request therein an extension of time stating its proposed revised delivery schedule and offering consideration for such revisions. Until such notice is received and the revised delivery schedule agreed to by the Department of Public Works and Government Services, the Minister may, pursuant to the General Conditions, on the business day following the due date of delivery of any outstanding materials, **terminate the whole or part of the contract for default.**

### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Shaloo Sobti  
Public Works and Government Services Canada  
Acquisitions Branch, Commercial Acquisition & Supply Management Sector  
Logistics, Electrical, Fuel & Transportation Directorate  
Fuel & Construction Products Division (HL)  
11 Laurier Street, 7A2, Place du Portage, Phase III  
Gatineau, QC K1A 0S5  
Telephone: 819-956-9400 Facsimile: 819-956-5227  
E-mail address: shaloo.sobti@tpsgc-pwgsc.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.

**5.2 Contractor's Representative**

Name and telephone number of the person responsible for :

	<b>General Enquiries</b>	<b>Delivery Follow-up</b>
Name:	_____	_____
Telephone No.:	_____	_____
Facsimile No.:	_____	_____
E-mail address:	_____	_____

**6. Payment****6.1 Basis of Payment - Firm Unit Price**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), as specified in the contract for a cost of \$ \_\_\_\_\_ CAD. 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.

**6.2 Terms of Payment**

SACC Manual clause H1001C (2008-05-12) Multiple Payments

**7. Invoicing**

ALL INVOICES, SHIPPING BILLS AND PACKING SLIPS MUST SHOW THE PWGSC FILE NUMBER, CONTRACT NUMBER AND FINANCIAL CODING.

INVOICES:

1. Invoices must be submitted on Supplier's own invoice form, made out to the consignee, and must be prepared to show:
  - a) the date;
  - b) name and address of the consignee;
  - c) item number, quantity, part number, reference number and description;
  - d) contract number.
2.
  - a) The original and one (1) copy of all invoices are to be forwarded to the appropriate consignee(s);
  - b) One (1) copy will be forwarded to:  
Department of Public Works and Government Services  
Fuel & Construction Products Division, CASMS  
7A2, Place du Portage, Phase III  
11 Laurier Street, Gatineau, QC K1A 0S5  
Attention: Shaloo Sobti
  - c) One (1) copy will be forwarded to:  
National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, Canada K1A 0K2  
Attention: D Mar P 4-3-3-4

Payment will only be made on receipt of satisfactory invoices duly supported by specified release documents and/or other documents called for under this contract.
3. Invoices are not to be submitted prior to shipment of material.

## 8. Certifications

### 8.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, or provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 9. Applicable Laws

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

## 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 Articles of Agreement;
- (b) 2010A (2013-04-25) General Conditions - Goods (Medium Complexity);
- (c) Requirement;
- (d) Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_

## 11. Defence Contract

SACC Manual clause A9006C (2012-07-16) Defence Contract

## 12. SACC Manual Clauses

THE FOLLOWING TERMS AND CONDITIONS ARE INCORPORATED HEREIN

SACC Reference	Section	Date
B7500C	Excess Goods	2006-06-16
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D2025C	Wood Packaging Materials	2008-12-12
D5545C	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)	2010-08-16
D6010C	Palletization	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30
G1005C	Insurance	2008-05-12

## 13. Preparation for Delivery

The Contractor must prepare item numbers 1,2 and 3 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 all item number(s) in quantities of 1 by package.

## 14. NSCM Traceability

Material supplied for the items specified in this contract are subject to investigation by the Crown. Material which can neither be demonstrated by the contractor as having originated directly from the NSCM specified for the item in this contract, nor as supplied with the specific written permission of this specified NSCM, are subject to the following action by the Crown.

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The Crown may either:

- a) terminate the contract for default with respect to that item, return the item to the Contractor at the Contractor's risk and expense, and demand and receive from the Contractor (who will forthwith so pay) all reprocurement and other costs incurred by the Crown, including any increased costs required for the purpose of expediting production; or
- b) retain the item, and demand and receive from the Contractor (who will forthwith so pay) the difference between the Contractor's costs relating to the item, as determined by the Crown, and the costs which, in the Crown's opinion, the Contractor would have incurred had it obtained and supplied an item which did not differ in any way from that specifically required under the contract.

#### **15. Shipping Instructions**

The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (Halifax, NS and Victoria, BC). Unless otherwise directed, delivery must be made by the most economical means. 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.