

**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><br>CABLE,SPECIAL PURPOSE, ELECTRICAL   |  |   |
| <b>Solicitation No. - N° de l'invitation</b><br>W8482-134035/A  | <b>Date</b><br>2012-12-17              |   |
| <b>Client Reference No. - N° de référence du client</b><br>W8482-134035   |  |   |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$\$HN-313-61793  |  |   |
| <b>File No. - N° de dossier</b><br>hn313.W8482-134035   | <b>CCC No./N° CCC - FMS No./N° VME</b> |   |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2013-01-28</b>  |  | <b>Time Zone</b><br><b>Fuseau horaire</b><br>Eastern Standard Time<br>EST |
| <b>F.O.B. - F.A.B.</b><br><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><br>Kelly, Ruth  |  | <b>Buyer Id - Id de l'acheteur</b><br>hn313                               |
| <b>Telephone No. - N° de téléphone</b><br>(819) 956-3588 ( )  | <b>FAX No. - N° de FAX</b><br>( ) -    |   |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br><br>Specified Herein<br>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**

Electrical & Electronics Products Division  
11 Laurier St./11, rue Laurier  
6B1, Place du Portage, Phase III  
Gatineau, Québec K1A 0S5

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

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



| Item<br>Article | Description   | Dest.<br>Code<br>Dest. | Inv.<br>Code<br>Fact. | Qty<br>Qté | U. of I.<br>U. de D. | Destination | Unit Price/Prix unitaire<br>FOB/FAM | Plant/Usine | Delivery Req.<br>Livraison Req. | Del. Offered<br>Liv. offerte |
|-----------------|---|------------------------|-----------------------|------------|----------------------|-------------|-------------------------------------|-------------|---------------------------------|------------------------------|
| 1               | NSN - NNO: 6145-99-892-0060<br>CABLE,SPECIAL PURPOSE, ELECTRICAL<br>ELECTRICAL. CONDUCTOR QUANTITY:<br>24 CONDUCTOR FORM; ALL CONDUCTORS<br>STRANDED; MATERIAL: CORE<br>CONDUCTOR ALL CONDUCTORS COPPER;<br>MATERIAL: 2ND POSITION TAPE CABLE<br>PLASTIC POLYETHYLENE<br>TEREPHTHALATE; MATERIAL: 3RD<br>POSITION SHIELD BRAID, METALLIC<br>CABLE COPPER AND TIN; MATERIAL<br>DOCUMENT AND CLASSIFICATION: CORE<br>CONDUCTOR ALL CONDUCTORS ANNEALED<br>BSG 231 NATIONAL STD/SPEC SINGLE<br>MATERIAL RESPONSE; MATERIAL<br>DOCUMENT AND CLASSIFICATION: 2ND<br>POSITION TAPE CABLE ALTERNATIVE:<br>PROOFED TEXTILE MFR REF SINGLE<br>MATERIAL RESPONSE: SURFACE<br>TREATMENT; CORE CONDUCTOR ALL<br>CONDUCTORS TIN ALLOY; ROUND<br>CONDUCTOR SIZE: ALL CONDUCTORS<br>0.35 SQUARE MILLIMETERS; STRAND<br>QUANTITY PER CONDUCTOR: ALL<br>CONDUCTORS 19; CONDUCTOR<br>ARRANGEMENT AND QUANTITY: 12<br>TWISTED PAIR; VOLTAGE RATING: ALL<br>CONDUCTORS 600.0 AC MAXIMUM RATED<br>WORKING VOLTAGE; CROSS-SECTIONAL<br>SHAPE STYLE: 6 ROUND; CROSS<br>SECTION OUTSIDE DIAMETER: 10.6<br>MILLIMETERS MINIMUM AND 12.6<br>MILLIMETERS MAXIMUM; TEMP RATING:<br>-30.0 DEG CELSIUS AND 105.0 DEG<br>CELSIUS; SPECIAL FEATURES: CORES<br>TO DEF STAN.61 - 12 (PART 18),<br>TYPE 1 (PLIABLE); BLACK SHEATH; | W0100                  | W010B                 | 1200       | MR                   | \$          | XXXXXXXXXXXX                        |             | See Herein                      |                              |

| Item<br>Article | Description   | Dest.<br>Code<br>Dest. | Inv.<br>Code<br>Fact. | Qty<br>Qté | U. of I.<br>U. de D. | Unit Price/Prix unitaire<br>FOB/FAM<br>Destination<br>Plant/Usine | Delivery Req.<br>Livraison Req. | Del. Offered<br>Liv. offerte |
|-----------------|---|------------------------|-----------------------|------------|----------------------|---|---------------------------------|------------------------------|
| 1               | 015 MM STRAND DIA.<br>NSCM P/N AND MANUFACTURER<br>K1010 EPD62600A<br>TE Connectivity Limited<br>Great Britian<br>=====<br>KF730 A 10DW-892-0060<br>Anixter UK Ltd.<br>Great Britian<br>=====<br>K0851 DEF STAN 61-12 (PART 25)<br>Ministry of Defence<br>Great Britian<br>=====<br>or equivalent<br>=====<br>P/N Offered: _____<br>NSCM Offered: _____ |                        |                       |            |                      |   |                                 |                              |



| Item<br>Article | Description  | Dest.<br>Code<br>Dest. | Inv.<br>Code<br>Fact. | Qty<br>Qté | U. of I.<br>U. de D. | Destination | Unit Price/Prix unitaire<br>FOB/FAM | Plant/Usine | Delivery Req.<br>Livraison Req. | Del. Offered<br>Liv. offerte |
|-----------------|--|------------------------|-----------------------|------------|----------------------|-------------|-------------------------------------|-------------|---------------------------------|------------------------------|
| 2               | NSN - NNO: 6145-99-892-0060<br>CABLE,SPECIAL PURPOSE, ELECTRICAL<br>ELECTRICAL. CONDUCTOR QUANTITY:<br>24 CONDUCTOR FORM; ALL CONDUCTORS<br>STRANDED; MATERIAL: CORE<br>CONDUCTOR ALL CONDUCTORS COPPER;<br>MATERIAL: 2ND POSITION TAPE CABLE<br>PLASTIC POLYETHYLENE<br>TEREPHTHALATE; MATERIAL: 3RD<br>POSITION SHIELD BRAID, METALLIC<br>CABLE COPPER AND TIN; MATERIAL<br>DOCUMENT AND CLASSIFICATION: CORE<br>CONDUCTOR ALL CONDUCTORS ANNEALED<br>BSG 231 NATIONAL STD/SPEC SINGLE<br>MATERIAL RESPONSE; MATERIAL<br>DOCUMENT AND CLASSIFICATION: 2ND<br>POSITION TAPE CABLE ALTERNATIVE:<br>PROOFED TEXTILE MFR REF SINGLE<br>MATERIAL RESPONSE: SURFACE<br>TREATMENT; CORE CONDUCTOR ALL<br>CONDUCTORS TIN ALLOY; ROUND<br>CONDUCTOR SIZE: ALL CONDUCTORS<br>0.35 SQUARE MILLIMETERS; STRAND<br>QUANTITY PER CONDUCTOR: ALL<br>CONDUCTORS 19; CONDUCTOR<br>ARRANGEMENT AND QUANTITY: 12<br>TWISTED PAIR; VOLTAGE RATING:<br>ALL CONDUCTORS 600.0 AC MAXIMUM<br>RATED WORKING VOLTAGE;<br>CROSS-SECTIONAL SHAPE STYLE: 6<br>ROUND; CROSS SECTION OUTSIDE<br>DIAMETER: 10.6 MILLIMETERS<br>MINIMUM AND 12.6 MILLIMETERS<br>MAXIMUM; TEMP RATING: -30.0 DEG<br>CELSIUS AND 105.0 DEG CELSIUS;<br>SPECIAL FEATURES: CORES TO DEF<br>STAN.61 - 12 (PART 18), TYPE 1 | W2B02                  | W0103                 | 1200       | MR                   | \$          | XXXXXXXXXXXX                        |             | See Herein                      |                              |



| Item<br>Article | Description   | Dest.<br>Code<br>Dest. | Inv.<br>Code<br>Fact. | Qty<br>Qté | U. of I.<br>U. de D. | Unit Price/Prix unitaire<br>FOB/FAM<br>Destination<br>Plant/Usine | Delivery Req.<br>Livraison Req. | Del. Offered<br>Liv. offerte |
|-----------------|---|------------------------|-----------------------|------------|----------------------|---|---------------------------------|------------------------------|
| 2               | (PLIABLE); BLACK SHEATH; 015 MM<br>STRAND DIA.<br>NSCM P/N AND MANUFACTURER<br>K1010 EPD62600A<br>TE Connectivity Limited<br>Great Britian<br>===== |                        |                       |            |                      |   |                                 |                              |
|                 | KF730 A 10DW-892-0060<br>Anixter UK Ltd.<br>Great Britian<br>=====  |                        |                       |            |                      |   |                                 |                              |
|                 | K0851 DEF STAN 61-12 (PART 25)<br>Ministry of Defence<br>Great Britian<br>=====   |                        |                       |            |                      |   |                                 |                              |
|                 | or equivalent<br>=====  |                        |                       |            |                      |   |                                 |                              |
|                 | P/N Offered: _____  |                        |                       |            |                      |   |                                 |                              |
|                 | NSCM Offered: _____   |                        |                       |            |                      |   |                                 |                              |

## TABLE OF CONTENTS

### PART 1 - GENERAL INFORMATION

1. Security Requirement
2. Requirement
3. Debriefings

### PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws

### PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

### PART 5 - CERTIFICATIONS

1. Mandatory Certifications Required Precedent to Contract Award
2. Additional Certifications Precedent to Contract Award

### PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Requirement
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. Defence Contract
12. SACC Manual Clauses
13. SACC Manual Clauses (Delivery)

## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Requirement**

The contractor will be required to provide the goods and in the quantities stated at pages 3 to 6.

#### **2.1 Delivery Requirement**

Delivery is requested to be completed by March 28, 2013..

#### **2.2 Delivery Offered**

While delivery is requested as indicated above, the best delivery that could be offered is\_\_\_\_\_.

#### **2.3 Contractor Representatives**

Name and telephone number of the person responsible for :

#### **General enquiries**

Name:

Telephone:

Facsimile:

E-mail:

#### **Delivery follow-up**

Name:

Telephone:

Facsimile:

E-mail:

### **3. Debriefings**

After contract award, 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:

Delete: sixty (60) days  
Insert: ninety (90) calendar days

#### 1.1 SACC Manual Clauses

| SACC Reference | Section               | Date       |
|----------------|-----------------------|------------|
| A9033T         | Financial Capability  | 2012-07-16 |
| B1000T         | Condition of Material | 2007-11-30 |

#### 1.2 Equivalent Products

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
  - (a) designates the brand name, model and/or part number of the substitute product;
  - (b) states that the substitute product is fully interchangeable with the item specified;
  - (c) provides complete specifications and descriptive literature for each substitute product;
  - (d) provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation;
  - (e) clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
2. Products offered as equivalent in form, fit, function and quality will not be considered if:
  - (a) the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or

- (b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

### 1.3 Substitute Products - Samples (DND)

If the Bidder offers a substitute product, Canada reserves the right to request a sample from the Bidder in order to determine its equivalency in form, fit, function, quality and performance to the item specified in the bid solicitation.

The Bidder must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within twenty-one (21) calendar days from the date of request. The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirements of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive.

### 1.4 Technical Documentation

**TECHNICAL/DESCRIPTIVE LITERATURE MUST BE SUBMITTED AS PART OF THE BID PACKAGE PRIOR TO THE BID CLOSING DATE. FAILURE TO COMPLY WILL RENDER YOUR BID NON-RESPONSIVE. NOTE: NO EQUIVALENT PRODUCT IS CONSIDERED ALWAYS ACCEPTABLE.**

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

Solicitation No. - N° de l'invitation

W8482-134035/A

Amd. No. - N° de la modif.

File No. - N° du dossier

hn313W8482-134035

Buyer ID - Id de l'acheteur

hn313

CCC No./N° CCC - FMS No/ N° VME

W8482-134035

---

#### **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

### 1. Bid Preparation Instructions

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

Section I: Financial Bid ( 1 hard copies)

Section II: Certifications ( 1 hard copies)

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 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: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

##### 1.1. Exchange Rate Fluctuation

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

##### 1.2 Pricing Basis

The bidder must quote firm unit prices in Canadian dollars, DDP Delivered Duty Paid (destination), the Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) extra, as applicable. Freight charges to destination and all applicable Custom duties and Excise taxes must be included

#### 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.

#### Evaluation Criteria

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 Technical Evaluation

#### 1.1.1 Mandatory Technical Criteria

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

Mandatory Certifications Required Precedent to Contract Award as specified in Part 5;  
 Technical compliance (description of items 001 and 002 from pages 3 to 6 herein);  
 Bids must be submitted for all destinations per NSN;  
 Acceptance of terms and conditions as mentioned in the bid solicitation;  
 Completion of the proposal;

### 1.2 Financial Evaluation

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

Compliance with Pricing Basis;

The Bid price will be determined by processing items 001 and 002 at pages 3 to 6 as follows:

- a. Sum of items with identical NSN's total price (unit price x qty.) (group basis).

### 1.3 Conditions/Certifications Precedent to Contract

Code of Conduct and Certifications - Related documentation  
 Federal Contractors Program as specified in Part 5;

## 2. Basis of Selection

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).

## 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

- 1.1.1** By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification Form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

## 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 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.

**Signature**

**Date**

---

## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

The contractor will be required to provide the and in the quantities stated at pages 3 to 6.

#### 2.1 Quantity - Minimum/Maximum

A minimum delivery of 90 percent or a maximum delivery of 110 percent of the total quantity is acceptable to satisfy this requirement.

### 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 (2012-11-19), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### 4. Term of Contract

#### 4.1 Delivery Date

All the deliverables must be received on or before \_\_\_\_\_ (Delivery as offered and as accepted will be inserted at contract award).



## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

**Ruth Kelly**

Supply Specialist

Public Works and Government Services Canada

Acquisitions Branch

Logistics, Electrical, Fuel and Transportation Directorate

"HN" Division

7B3, Place du Portage, Phase III

11 Laurier Street

Gatineau, QC, K1A 0S5

Telephone: (819) 956-3588

Facsimile: (819) 953-4944

E-mail address: ruth.kelly@pwgsc-tpsgc.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:

**General Enquiries**

Name: will be inserted at contract

Telephone: will be inserted at contract

Facsimile: will be inserted at contract

E-mail: will be inserted at contract

**Delivery Follow-up**

Name: will be inserted at contract

Telephone: will be inserted at contract

Facsimile: will be inserted at contract

E-mail: will be inserted at contract

## 6. Payment

### 6.1 Basis of Payment

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. Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

### 6.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

### 6.3 SACC Manual Clauses

| SACC Reference | Section           | Date       |
|----------------|-------------------|------------|
| G1005C         | Insurance         | 2008-05-12 |
| H1001C         | Multiple Payments | 2008-05-12 |

## 7. 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.

- (a) one (1) copy must be forwarded to the consignee for certification and payment.

- (b) The original and one (1) copy must be forwarded to the following address:

National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON, K1A 0K2  
Attention: D Mar P 4-3-2-8.

- (c) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

Department of Public Works and Government Services  
"HN" Division  
7B3 Place du Portage, Phase III  
11 Laurier Street  
Gatineau, QC  
K1A 0S5  
Attention: Ruth Kelly

## 8. Certifications

- 8.1** 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, 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 Ontario

## 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) 2010 A (2012-11-19) General Conditions - Goods (Medium Complexity);
- (c) Requirement;
- (d) the Contractor's bid dated \_\_\_\_\_ (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: “, as clarified on \_\_\_\_\_” **or** “, as amended on \_\_\_\_\_” and insert date(s) of clarification(s) or amendment(s))

## 11. Defence Contract

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

## 12. SACC Manual Clauses

| SACC Reference | Section  | Date       |
|----------------|--|------------|
| D5540C         | ISO 9001:2008 Quality Management Systems - Requirements (QAC Q)                | 2010-08-16 |
| D5510C         | Quality Assurance Authority (DND) - Canadian-based Contractor                  | 2012-07-16 |
| D5515C         | Quality Assurance Authority (DND) - Foreign-based and United States Contractor | 2010-01-11 |
| D5606C         | Release Documents (DND) - Canadian-based Contractor                            | 2012-07-16 |
| D5605C         | Release Documents (DND) - United States-based Contractor                       | 2010-01-11 |
| D5604C         | Release Documents (DND) - Foreign-based Contractor                             | 2008-12-12 |

## 12.1 NATO Commercial and Government Entity Code (NCAGE) Traceability

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

Canada 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 shall forthwith so pay) all procurement and other costs incurred by Canada, including any increased costs required for the purpose of expediting production; or
- (b) retain the item, and demand and receive from the Contractor (who shall forthwith so pay) the difference between the Contractor's costs relating to the item, as determined by Canada, and the costs which, in Canada'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.

## 12.2 Release Documents - Distribution

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- a. One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- b. Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- c. One (1) copy to the Contracting Authority;
- d. One (1) copy to:

National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2  
Attention: D Mar P 4-3-2-8

- e. One (1) copy to the Quality Assurance Representative;
- f. One (1) copy to the Contractor; and
- g. For all non-Canadian contractors, one (1) copy to:

DQA/Contract Administration  
National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2  
E-mail: ContractAdmin.DQA@forces.gc.ca.

### 13. SACC Manual Clauses (Delivery)

| SACC Reference | Section                            | Date       |
|----------------|------------------------------------|------------|
| D2000C         | Marking                            | 2007-11-30 |
| D2001C         | Labelling                          | 2007-11-30 |
| D2025C         | Wood Packaging Materials           | 2008-12-12 |
| D3010C         | Dangerous Goods/Hazardous Products | 2012-07-16 |
| D9002C         | Incomplete Assemblies              | 2007-11-30 |

#### 13.1 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered:

- (a) Delivered Duty Paid (DDP) (Halifax, Nova Scotia and Victoria, British Columbia) Incoterms 2000 for shipments from a commercial contractor.

#### 13.2 Preparation for Delivery

The Contractor must prepare items 001 and 002 for delivery in accordance with the latest issue of the Canadian Forces packaging specifications D-LM-008-036/SF-000.

#### 13.3 Shipping - Scheduling

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.

- (a) 2B1 CF Esquimalt  
Esquimalt, B.C.  
Telephone: 250-363-4963
- (b) 7H1 CF Halifax  
Halifax, N.S.  
Telephone: 902-427-1441