

**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

Title - Sujet BATTERY, NONRECHARGEABLE		
Solicitation No. - N° de l'invitation W8486-138304/A	Date 2013-03-15	
Client Reference No. - N° de référence du client W8486-138304		
GETS Reference No. - N° de référence de SEAG PW-\$\$HN-325-62429		
File No. - N° de dossier hn325.W8486-138304	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-04-04		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: Tokarew, Linda		Buyer Id - Id de l'acheteur hn325
Telephone No. - N° de téléphone (819) 956-3496 ()		FAX No. - N° de FAX (819) 953-4944
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE CFSD MONTREAL 6363 RUE NOTRE DAME ST E. MONTREAL Quebec H1N3V9 Canada		

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

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

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	NSN - NNO: 6135-21-910-3593 BATTERY,NONRECHARGEABLE Part: 91804780 Supplier: F0057 . . Part: BR2330 Supplier: S5175 . . Part: TSXBATM02 Supplier: F2187 . . OR EQUIVALENT P/N OFFERED: _____ . . NSCM OFFERED: _____ . . Part: A00-04386-000 Supplier: FAQ15 . .	WB941	W1941	500	Each	\$ XXXXXXXXXXXXX	See Herein	

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Line Item Detail - Détails de l'article

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	NSN - NNO: 5895-01-559-5187 CASE, ELECTRONIC COMMUNICATIONS EQUIPMENT Part: RF-5932-CA002 Supplier: 005VU • Part: RF-5932-CA002 Supplier: 00EJU • Part: RF-5932-CA002 Supplier: 14304 • OR EQUIVALENT P/N OFFERED: _____ • NSCM OFFERED: _____ • •	WB941	W1941	200	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
4	NSN - NNO: 5340-01-559-4749 CLIP, SPRING TENSION CGCS Long Description: END ITEM IDENTIFICATION»5820-01-557-8450:AN /VRC-110 RADIO SET\$PART NAME ASSIGNED BY CONTROLLING AGENCY>>LATCH SPRINGS Nato Item Description CLIP, SPRING TENSION • OR EQUIVALENT P/N OFFERED: _____ • NSCM OFFERED: _____ • NSCM/CAGE - COF/CAGE: 14304 Part No. - N° de la partie: Z20-0009-003	WB941	W1941	500	Each	\$ XXXXXXXXXXXX	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
5	NSN - NNO : 5985-01-559-4696 ANTENNA OR EQUIVALENT P/N OFFERED : _____ • NSCM OFFERED : _____ NSCM/CAGE - COF/CAGE: 14304 Part No. - N° de la partie: 12011-2710-01	WB941	W1941	300	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
6	NSN - NNO: 5340-01-559-4660 BAR, LATCH CGCS Long Description: END ITEM IDENTIFICATION»5820-01-557-8450;AN /VRC-110 RADIO SETSPART NAME ASSIGNED BY CONTROLLING AGENCY»LATCH,PINS Nato Item Description BAR, LATCH • OR EQUIVALENT P/N OFFERED: _____ • NSCM OFFERED: _____ NSCM/CAGE - COF/CAGE: 14304 Part No. - N° de la partie: 12011-6016-01	WB941	W1941	500	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
7	NSN - NNO: 6140-01-559-4492 LITHIUM HUB, BTY CGCS Long Description: END ITEM IDENTIFICATION» 5820-01-557-8450; AN /VRC-110 RADIO SET\$PART NAME ASSIGNED BY CONTROLLING AGENCY» LITHIUM HUB, BTY\$ Nato Item Description LITHIUM HUB, BTY • OR EQUIVALENT P/N OFFERED: _____ • NSCM OFFERED: _____ NSCM/CAGE - COF/CAGE: 14304 Part No. - N° de la partie: 12041-6300-A1	WB941	W1941	200	Each	\$XXXXXXXXXXXX	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
8	NSN - NNO: 5985-01-551-9607 ANTENNA Part: AD-44/CW-AH2 Supplier: 1003Q • Part: 12011-2700-01 Supplier: 14304 • Part: HB0809 Supplier: 05211 • OR EQUIVALENT P/N OFFERED: _____ • NSCM OFFERED: _____	WB941	W1941	300	Each	\$ XXXXXXXXXXXXX	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
9	NSN - NNO: 5985-01-551-8701 ANTENNA CGCS Long Description: DESIGN TYPE»SINGLE ANTENNA ELEMENT DIPOLESELECTROMAGNETIC POLARIZATION TYPE»SINGLE ANTENNA ELEMENT VERTICALSRADIATION PATTERN»SINGLE ANTENNA ELEMENT OMNIDIRECTIONALSFREQUENCY RATING»SINGLE ANTENNA ELEMENT 30.000 MEGAHERTZ MINIMUM AND 108.000 MEGAHERTZ MAXIMUM\$POWER RATING»SINGLE ANTENNA ELEMENT 8.000 WATTS CW\$OVERALL HEIGHT»6,000 FEET NOMINAL\$OVERALL DIAMETER» 1.000 INCHES NOMINAL\$ Nato Item Description ANTENNA • OR EQUIVALENT P/N OFFERED: _____ • NSCM OFFERED: _____ NSCM/CAGE - COF/CAGE: 14304 Part No. - N° de la partie: RF-3161-AT001	WB941	W1941	100	Each	\$		XXXXXXXXXXXX	See Herein	

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PART 1 - GENERAL INFORMATION**1. Security Requirement**

There is a security requirement associated with the requirement.

2. Requirement

The contractor must provide the goods in accordance with the requirements and in the quantities stated at "line item detail" pages.

2.1 Delivery Requirement

Delivery is requested to be completed by May 30, 2013.

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
A9130T	Controlled Goods Program	2011-05-16
B1000T	Condition of Material	2007-11-30

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) five 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.

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 One (1) Copy
 Section II: Certifications One (1) Copy
 Section III: Additional Information One (1) 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 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 are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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.

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 with the bid;
 - (d) provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
 - (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 five (5) 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.

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.

1.4 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.

Section II: Certifications

1.5 Certifications

Bidders must submit the certifications required under Part 5.

Section III: Additional Information

1.6 Additional Information

1.6.1 Delivery Offered

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

1.6.2 Contractor Representatives

Name and telephone number of the person responsible for:

Solicitation No. - N° de l'invitation

W8486-138304/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hn325

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

W8486-138304

File No. - N° du dossier

hn325W8486-138304

CCC No./N° CCC - FMS No/ N° VME

General enquiries

Name:

Telephone:

Facsimile:

E-mail:

Delivery follow-up

Name:

Telephone:

Facsimile:

E-mail:

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

You are reminded that this solicitation requires the compliance and/or completion of requirements attached as an Annex and forming part of this document.

1. Evaluation Procedures

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 requirements must be submitted with the bid for evaluation

Technical compliant description of items herein;
Bids must be submitted for all destinations per NSN.

1.2 Financial Evaluation

1.2.1 Pricing Basis

The bidder must quote firm unit prices in Canadian dollars, DDP Delivered Duty Paid Montréal, Québec, 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 as applicable.

2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. The responsive bid with the "lowest evaluated price on an item by item basis" will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

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 as per section 01 of Standard Instructions 2003, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation therein required will help 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 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 must provide the goods in accordance with the requirements and in the quantities stated at "line item detail" pages.

2.1 SACC Manual Clauses

SACC Reference	Section	Date
B1501C	Electrical Equipment	2006-06-16
B4019C	United States Military Specifications and Standards	2007-11-30
B7500C	Excess Goods	2006-06-16

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.

3.3 SACC Manual Clauses

SACC Reference	Section	Date
A0301C	Military Aviation Replacement Parts - Maintenance of Records	2007-05-25
B4060C	Controlled Goods for items 0001, 0002, 0005, 0008 and 0009	2008-05-12
C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating - Canadian Contractors	2011-05-16

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:

Linda Tokarew

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) 956-3496

Facsimile: (819) 953-4944

E-mail address: Linda.Tokarew@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 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 price", 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 Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

6.4 SACC Manual Clauses

SACC Reference	Section	Date
D0050C	End User Certificate DND	2007-05-25
G1005C	Insurance	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.
2. Invoices must be distributed as follows:
 - (a) **The original and one (1) copy must be forwarded to the address consignee for certification and payment.**
 - (b) **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: DND/DLP 3-3-1-1
will be inserted at contract
 - (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:Linda.Tokarew@pwgsc-tpsgc.gc.ca

8. Certifications

8.1 Compliance

Compliance with the certifications 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 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) 2010A (2012-11-19) General Conditions - Goods, Services (Medium Complexity);
- (c) 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
D5545C	ISO 9001:2008 - Quality Management Systems - Requirements for all items (QAC "C")	2010-08-16

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.

13. SACC Manual Clauses (Delivery)

SACC Reference	Section	Date
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D6010C	Palletization	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30

13.1 Shipping Instruction - Prepaid

The Contractor shall ship prepaid. Unless otherwise directed, delivery shall be made by the most economical means. Shipping charges shall be shown as a separate item on the Contractor's invoice.

13.2 Shipping Instructions - Delivery at Destination

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

Delivered Duty Paid (DDP) Montreal, Quebec. Incoterms 2000 for shipments from a commercial contractor.

13.3 Preparation for Delivery

The Contractor must prepare for all items for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.

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

13.4 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.

25 CF Supply Depot Montreal

Montreal, Qué.

Telephone: 1-866-935-8673 (toll free), or
514-252-2777, ext. 2363 / 4673 / 4282