

**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 FILTER,FLUID | |
| Solicitation No. - N° de l'invitation W8482-134219/A | Date 2013-01-18 |
| Client Reference No. - N° de référence du client W8482-134219 | |
| GETS Reference No. - N° de référence de SEAG PW-\$\$HP-921-61987 | |
| File No. - N° de dossier hp921.W8482-134219 | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-02-27 | Time Zone Fuseau horaire Eastern Standard Time EST |
| 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: Falardeau, Guy | Buyer Id - Id de l'acheteur hp921 |
| Telephone No. - N° de téléphone (819) 956-0591 () | FAX No. - N° de FAX (819) 953-2953 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: 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

**Vehicles & Industrial Products Division
11 Laurier St./11, rue Laurier
7A2, 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 |



| 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 |

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| 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 | NOMINAL;CONCU POUR HUILE LUBRIFIANTE , BATTERIE ÉLÉMENT NOM DE L'ÉLÉMENT, LIVRÉ AVEC UN TAMBOUR DE PROTECTION,8110-00-082-2629 • "Ou Équivalent" • Votre offre: Numéro de piece: _____ COF/CAGE: _____ | | | | | | | |

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|--------------|--|------------------------|-----------------------|------------|----------------------|---|---------------------------------|------------------------------|
| 2 | NSN - NNO: 4330-21-908-1578 FILTER, FLUID FILTER, FLUID: Part Number: 740121 NSCM/CAGE: 35076 AIRCRAFT APPLIANCES AND EQUIPMENT LTD . CGCS LONG DESCRIPTION: STYLE DESIGNATOR A10 CYLINDRICAL W/CONTAINER SPECIAL FEATURES REUSABLE FILTER, 38 ELEMENTS IN THE UNIT, 30.0 MICRONS ABSOLUTE, 14.0 MICRONS NOMINAL;DSGN FOR LUBRICATING OIL;ELEMENT BATTERY C/W PROTECTIVE DRUM, 8110-00-082-2629 . "Or Equivalent " . Your offer: Part No: _____ NSCM/CAGE: _____ . FILTER, FLUIDE Numéro de piece: 740121 COF/CAGE:35076 AIRCRAFT APPLIANCES AND EQUIPMENT LTD . DESIGNATION DU MODELE A10 CYLINDRIQUE AVEC ENVELOPPE (RIGIDE) CARACTERISTIQUES SPECIALES FILTRE RÉ-UTILISABLE ,38 ELEMENTS DANS L'UNITÉ, 30.0 MICRONS ABSOLUT, 14.0 MICRONS | W2B02 | W0103 | 1 | Each | \$ XXXXXXXXXXXXX | See Herein | |



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| 2 | NOMINAL;CONCU POUR HUILE LUBRIFIANTE, BATTERIE ÉLÉMENT NOM DE L'ÉLÉMENT, LIVRÉ AVEC UN TAMBOUR DE PROTECTION, 8110-00-082-2629 • "Ou Équivalent" • Votre offre: Numéro de pièce: _____ COF/CAGE: _____ | | | | | | | |

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Line Item Detail - Détails de l'article



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| 3 | VALVE SIZE-101.6 MILLIMETERS VALVE SIZE-101,6 MILLIMETERS MEDIA FOR WHICH DESIGNED-SINGLE RESPONSE STEAM MAXIMUM OPERATING PRESSURE-SINGLE RESPONSE 150,0 POUNDS PER SQUARE INCH VALVE OPERATION METHOD-AIR CONNECTION TYPE-All ENDS FLANGE FLANGE SHAPE-All ENDS ROUND WITH HOLES NOMINAL OUTSIDE DIAMETER-All ENDS 228.6 MILLIMETERS NOMINAL THICKNESS-All ENDS 23.9 MILLIMETERS , CJ, BOLT HOLE QUANTITY-All ENDS 8 BOLT HOLE NOMINAL DIAMETER-All ENDS 19.05 MILLIMETERS BOLT CIRCLE NOMINAL DIAMETER-All ENDS 190,5 MILLIMETERS FLANGE FACE DESIGN-All ENDS RAISED STRAIGHT RAISED FACE NOMINAL HEIGHT-All ENDS 1,6 MILLIMETERS . \ , , i RAISED FACE NOMINAL DIAMETER-All ENDS 157.2 MILLIMETERS BONNET TYPE-PACKING RETAINING BONNET TYPE-PACKING RETAINING t BONNETATTACHMENT METHOD-BOLTED BONNET ATTACHMENT METHOD-BOLTED SPECIAL FEATURES-1500 POUND PRESSURE CLASS;FIRE TIGHT;ANTI STATIC SPECIAL FEATURES-FIRE TIGHT; ANTI-STATIC • "Or Equivalent" | | | | | | | |



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|-----------------|---|------------------------|-----------------------|------------|----------------------|---|---------------------------------|------------------------------|
| 3 | <div><div>• Your offer: Part No: _____ NSCM/CAGE: _____</div><div>•</div><div>• VANNE A BILLE: COF/CAGE: 81576 Dresser Canada Inc.</div><div>• MATIERE-CORPS ACIER COMP 416SE MATIERE-DISPOSITIF DE COMMANDE DE DEBIT STEEL UNS J92900 MATIERE-GARNITURE GRAPHITE) MATIERE-SIEGE GRAPHITE ET PLASTIQUE POLYTETRAFLUOROETHYLENE ET ACIER COMP Z6CND17-11 ET Z6CND17-12 OU 316" MATIERE-TIGE ACIER COMP Z6CND17-11 ET Z6CND17-12 OU 316" DOCUMENT ET CLASSIFICATION DE LA MATIERE-CORPS ASTM A216 GRADE WCB NORME D'ASSOCIATION MATIERE UNIQUE DOCUMENT ET CLASSIFICATION DE LA MATIERE-DISPOSITIF DE COMMANDE DE DEBIT ASTM A351 CF8M NORME D'ASSOCIATION MATIERE UNIQUE DOCUMENT ET CLASSIFICATION DE LA MATIERE-SIEGE AISI 316 NORME D'ASSOCIATION 3EME MATIERE DOCUMENT ET CLASSIFICATION DE LA MATIERE-TIGE ASTM A276 TYPE 316 NORME D'ASSOCIATION MATIERE UNIQUE DESIGNATION DU MODELE-PASSAGE</div></div> | | | | | | | |



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| 3 | DIRECT A BRIDE DISTANCE ENTRE FACES-228.5 MILLIMETRES DISTANCE ENTRE FACES-228.5 MILLIMETRES) DIAMETRE NOMINAL DE LA ROBINETIERIE-101.6 MILLIMETRES DIAMETRE NOMINAL DE LA ROBINETIERIE-101.6 MILLIMETRES MILIEU POUR LEQUEL L'ARTICLE EST CONCU-REPOSE UNIQUE VAPEUR PRESSION MAXIMALE DE SERVICE-REPOSE UNIQUE 150.0 POUNDS PER SQUARE INCH (PSI) MODE DE FONCTIONNEMENT DE L'APPAREIL DE COMMANDE-AIR MODE DE FONCTIONNEMENT DE L'APPAREIL DE COMMANDE-AIR TYPE DE RACCORDEMENT-TOUTES LES EXTREMITES BRIDE FORME DE BRIDE-TOUTES LES EXTREMITES ROND AVEC TROUS DIAMETRE EXTERIEUR NOMINAL-TOUTES LES EXTREMITES 228.6 MILLIMETRES EPAISSEUR NOMINALE-TOUTES LES EXTREMITES 23.9 MILLIMETRES NOMBRE DE TROUS DE BOULON TOUTES LES EXTREMITES 8 . C DIAMETRE NOMINAL DES TROUS DE BOULONS-TOUTES LES EXTREMITES 19.05 MILLIMETRES DIAMETRE NOMINAL DU CERCLE DE PERCAGE-TOUTES LES EXTREMITES 190.5 MILLIMETRES MODELE DE FACE DE BRIDE-TOUTES | | | | | | | |



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| 4 | NSN - NNO: 4810-21-908-2795 VALVE, BALL VALVE, BALL: Part Number: 770387-039-888 NSCM/CAGE: 81576 Dresser Canada Inc. • MATERIAL-BODY STEEL UNS J03002 MATERIAL-FLOW CONTROL DEVICE STEEL UNS J92900 • - MATERIAL-PACKING GRAPHITE MATERIAL-SEAT GRAPHITE AND PLASTIC POLYTETRAFLUOROETHYLENE AND STEEL COMP 316 - MATERIAL-STEM STEEL COMP 316 MATERIAL DOCUMENT AND CLASSIFICATION-BODY ASTM A216 GRADE WCB ASSN STD SINGLE MATERIAL RESPONSE MATERIAL DOCUMENT AND CLASSIFICATION-FLOW CONTROL DEVICE ASTM A351 CF8M ASSN STD SINGLE MATERIAL RESPONSE MATERIAL DOCUMENT AND CLASSIFICATION-SEAT AISI316 ASSN STD 3RD MATERIAL RESPONSE MATERIAL DOCUMENT AND CLASSIFICATION-STEM ASTM A276 TYPE 316 ASSN STD SINGLE MATERIAL RESPONSE STYLE DESIGNATOR-A1A STRAIGHT THRU FLANGED ENDS FACE TO FACE DISTANCE-228.5 MILLIMETERS C' C FACE TO FACE DISTANCE-228.5 MILLIMETERS | W0100 | W010B | 2 | Each | \$ | XXXXXXXXXXXX | | See Herein | |



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Solicitation No. - N° de l'invitation

W8482-134219/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hp921

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W8482-134219

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The requirement is detailed under the “Line Item Detail”.

3. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

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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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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) days

1.1 SACC Manual Clauses

| | | |
|--------|-----------------------|------------|
| 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 seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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.

5. Environmental Considerations

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement, for this solicitation:

- Offerors / suppliers are requested to provide all correspondence including (but not limited to) documents, reports and invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material.
- Offerors / suppliers should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).
- Product components used in performing the services should be recyclable and/or reusable, whenever possible.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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 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.

2. 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.

2.1 Equivalent Products

In order to be considered for the evaluation of an equivalent product, Bidders must provide all required technical information.

2.1.1 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; and
 - (e) clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
- 2.1.2 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.
- 2.1.3 Offerors/suppliers are encouraged to offer or suggest green solutions whenever Possible.
- 2.1.4 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.
- 2.1.5 Canadian Military Technical Data (Shock test) - Equivalent Products **(For Items 003 and 004)**

Submission of certificate of shock testing and drawings:

Any equivalent product(s) proposed must have successfully met the testing requirements of Specification D-03-003-007/SG-000 Grade 1 Type A , prior to the bid closing. If bidder is offering substitute products that are equivalent in form, fit, function and quality to the Original Equipment Manufacturer (OEM) parts specified herein, the bidder must provide proof by submitting a copy of the successful certificate of shock testing including the serial numbers of the proposed products and an acceptable drawing with certification of the proposed products with their bid by the

bid closing date and time. Bids unable to meet this requirement will be given no further consideration.

2.2 Replaced Part Numbers

In order to be considered for the evaluation of an Original Equipment Manufacturer (OEM) replaced part number (superseded or obsolete), Bidders must provide the following with their bid by the bid closing date and time:

- (a) a copy of Certificate of Conformity from the Original Equipment Manufacturer (OEM), or
- (b) all required technical information (as detailed in Part 3, Section 2, of this RFP) to demonstrate their technical compliance and to confirm form, fit, function, quality and performance of these replaced part numbers.

3. 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.

The Bidder must submit firm unit prices in "Line Item Detail" only. No prices must be indicated in any other section of the bid.

3.1 Pricing - Multi-Item Bid Solicitation

Bidders do not have to quote a price for all items identified in the bid solicitation. However, Bidders must quote a price for all items with identical Nato Stock Numbers in order to be evaluated.

3.2 SACC Manual Clauses

| | | |
|--------|---------------------------|------------|
| C3011T | Exchange Rate Fluctuation | 2010-01-11 |
|--------|---------------------------|------------|

4. Certifications and Additional Information

4.1 Certifications :

Bidders must submit the certifications required under Part 5.

4.2 Additional Information

Canada requests that bidders submit the following information:

4.2.1 Delivery Date

Delivery is highly desirable for March 29, 2013

The bidder is to state the delivery offered:

Item 001: _____ **Weeks/Calendar days** from the effective date of the contract.

Item 002: _____ **Weeks/Calendar days** from the effective date of the contract.

Item 003: _____ **Weeks/Calendar days** from the effective date of the contract.

Item 004: _____ **Weeks/Calendar days** from the effective date of the contract.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- 1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- 1.2 An evaluation team composed of representatives of Canada will evaluate the bids.
- 1.3 Proposals not meeting all of the requirements identified as “mandatory” will be considered non responsive and no further consideration will be given to the bid.

2. Technical Evaluation

Mandatory Technical Criteria

- 2.1 Bidders must indicate the Part Number and the NCAGE offered in the "Line Item Detail" in accordance with the requirement.
- 2.2 **Mandatory Technical Criteria - Equivalent Products**

Bidders proposing an equivalent product must meet the following criteria:

In order to be considered for the evaluation of an equivalent product, Bidders must provide all required technical information (as detailed in Part 3, Technical Bid, of this RFP) to demonstrate their technical compliance and to confirm form, fit, function, quality and performance of these equivalent products.

- 2.3 **Mandatory Technical Criteria - Replaced Part Numbers from the OEM**

Bidders proposing a replaced part number must meet the following criteria:

In order to be considered for the acceptance of a replaced part number (superseded or obsolete),

Bidders must provide:

- (a) proof by submitting a copy of a Certificate of Conformity from the Original Equipment Manufacturer (OEM) providing justification/explanation that the replaced part numbers are equivalent in form, fit, function, quality and performance to the OEM's parts specified herein; or

- (b) all required technical information (as detailed in Part 3, Technical Bid, of this RFP) to demonstrate their technical compliance and to confirm form, fit, function, quality and performance of these replaced part numbers.

3. Financial Evaluation

- 3.1 All firm unit prices will be evaluated in Canadian dollars, Delivery Duty Paid (DDP) at destination, Incoterms 2000, including Canadian Custom Duties and Excise taxes where applicable, Goods and Services tax (GST) or Harmonized Sales Tax (HST) extra, if applicable. .
- 3.2 Bidders must quote a price for all destinations with the same Nato Stock Number (NSN).

4. Basis of Selection

- 4.1 A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price on an aggregate basis per Nato Stock Number (NSN) 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

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 - 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 HR
[Http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml](http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml)

3. Additional Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid:

3.1 Canadian Military Technical Data (Shock test) - Equivalent Products (For Items 003 and 004)

Bidders must provide with their bid the certificate of successful completion of shock testing, including the part numbers of the proposed equivalent products and an acceptable drawing in accordance with **PART 3 - BID PREPARATION INSTRUCTIONS** as identified at **2.1.5 Canadian Military Technical Data (Shock Test) - Equivalent Products**.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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

The Contractor must make the delivery as follows:

Item 001: must be delivered on or before_____ (Date to be inserted by the Contracting Authority at time of contract award.)

Item 002: must be delivered on or before_____ (Date to be inserted by the Contracting Authority at time of contract award.)

Item 003: must be delivered on or before_____ (Date to be inserted by the Contracting Authority at time of contract award.)

Item 004: must be delivered on or before_____ (Date to be inserted by the Contracting Authority at time of contract award.)

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Guy Falardeau

Title: Supply Specialist

Public Works and Government Services Canada - Acquisitions Branch

LEFT Directorate, HP Division,

7A2, Place du Portage, Phase 3, 11 Laurier Street, Gatineau Quebec. K1A 0S5

Telephone: 819 956-0591

Facsimile: 819 953-2953

E-mail address: guy.falardeau@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 Procurement Authority

The Procurement Authority for the Contract is:

Name: _____ (To be inserted by PWGSC at time of contract award.)

Title: _____

Organization: _____

Address _____

Telephone: ____-____-____

Facsimile: ____-____-____

E-mail: _____

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Technical Authority

The Technical Authority for the Contract is:

Name: _____ (To be inserted by PWGSC at time of contract award.)

Title: _____

Organization: _____

Address _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail: _____

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.4 Contractor's Representative

Name and telephone number of the person responsible for :

General enquiries

Name: _____ (To be completed by the bidder.)

Title: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail: _____

Delivery follow-up

Name: _____ (To be completed by the bidder.)

Title: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail: _____

6. Payment

6.1 Basis of Payment -Firm Unit Price

- 6.1.1 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 "Line Item Detail".
- 6.1.2 All firm unit prices in Canadian dollars must be Delivery Duty Paid (DDP) at destination, Incoterms 2000, including Canadian Custom Duties and Excise taxes where applicable, Goods and Services tax (GST) or Harmonized Sales Tax (HST) extra, if applicable.
- 6.1.3 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 SACC Manual Clauses

| | | |
|--------|----------------------------------|------------|
| C2000C | Taxes - Foreign-based Contractor | 2007-11-30 |
| H1001C | Multiple Payments | 2008-05-12 |

7. Invoicing Instructions

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. Offerors / suppliers are requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material.

7.1. Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the consignee for certification and payment;
- (b) One (1) copy must be forwarded to the following address:

Department of National Defence
National Defence Headquarters
Mgen. George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
Attention: D Mar P 4-3-2-5

8. Certifications

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) 2010A (2012-11-19) General Conditions - Goods (Medium Complexity);
- (c) Line Item Detail;
- (d) the Contractor's bid dated _____

11. SACC Manual Clauses

| | | |
|--------|---|------------|
| A9006C | Defence Contract | 2012-07-16 |
| B7500C | Excess Goods | 2006-06-16 |
| D2000C | Marking | 2007-11-30 |
| D2001C | Labelling | 2007-11-30 |
| 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 |

12. Preparation for Delivery

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

The Contractor must package all items in quantities of one (1) per package

13. Condition of Material - DND

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

14. Shipping Instructions - DDP Destination

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

Incoterms 2000 "DDP Delivered Duty Paid" Items 001 and 004 CFB Halifax
Items 002 and 003 CFB Esquimalt