

**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> GENERAL RF KIT FOR RF CANS & EPLRS	
<b>Solicitation No. - N° de l'invitation</b> W8486-135433/A	<b>Date</b> 2012-09-05
<b>Client Reference No. - N° de référence du client</b> W8486-135433	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HN-333-61148	
<b>File No. - N° de dossier</b> hn333.W8486-135433	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-09-21</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Chow, Mejuine	<b>Buyer Id - Id de l'acheteur</b> hn333
<b>Telephone No. - N° de téléphone</b> (819) 956-6283 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

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

Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
W248A	DEPARTMENT OF NATIONAL DEFENCE BLDG 236 EAST END 195 AVE&82ND ST EDMONTON Alberta T5J4J5 Canada	W2481	DEPARTMENT OF NATIONAL DEFENCE 7 CF SUPPLY DEPOT STN FORCES P.O.BOX 10500 ATTN: INVOICE SECTION EDMONTON Alberta T5J4J5 Canada
WB941	DEPARTMENT OF NATIONAL DEFENCE CFSD MONTREAL 6363 RUE NOTRE DAME ST E. MONTREAL Quebec H1N2E9 Canada	W1941	DEPARTMENT OF NATIONAL DEFENCE CFSD MONTREAL BOX 4000 STN K ATTN: INVOICE SECTION MONTREAL Quebec H1N3R9 Canada

Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	NSN - NNO: 5985-21-894-7649 ATTENUATOR, FIXED Supplier: Aeroflex/Weinschel Inc. 5305 Spectrum Dr., Frederick, MD, US • Or equivalent, P/N offered: _____ NSCM offered: _____ Delivery offered: _____ NSCM/CAGE - COF/CAGE: 93459 Part No. - N° de la partie: 33-10-34	WB941	W1941	180	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	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
2	NSN - NNO: 5985-21-894-7649 ATTENUATOR, FIXED Supplier: Aeroflex/Weinschel Inc. 5305 Spectrum Dr., Frederick, MD, US • Or equivalent, P/N offered: _____ NSCM offered: _____ Delivery offered: _____ NSCM/CAGE - COF/CAGE: 93459 Part No. - N° de la partie: 33-10-34	WB941 W248A Total	W1941 W2481	0 120 120	Each Each Each	\$ \$ \$	XXXXXXXXXXXXX XXXXXXXXXXXXX XXXXXXXXXXXXX	See Herein 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	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
3	NSN - NNO: 5985-01-047-6463 ATTENUATOR, FIXED Part: MDC91116-20 NSCM: 52335 Supplier: DAL-TECH Devices Inc., 9930 Clint Moore Rd., Boca Raton, FL, US Or, Part: 33-20-34 NSCM: 93459 Supplier: Aeroflex / Weinschel Inc., 5305 Spectrum Dr., Frederick, MD, US Or Equivalent, P/N offered: _____ NSCM offered: _____ Delivery offered: _____	WB941 W248A Total	W1941 W2481	0 60 60	Each Each Each	\$ \$ \$	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX	See Herein 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: 5985-01-047-6463 ATTENUATOR, FIXED Part: MDC91116-20 NSCM: 52335 Supplier: DAL-TECH Devices Inc., 9930 Clint Moore Rd., Boca Raton, FL, US Or, Part: 33-20-34 NSCM: 93459 Supplier: Aeroflex / Weinschel Inc., 5305 Spectrum Dr., Frederick, MD, US Or Equivalent, P/N offered: _____ NSCM offered: _____ Delivery offered: _____	WB941 W248A Total	W1941 W2481	90 0 90	Each Each Each	\$ \$ \$	XXXXXXXXXXXXX XXXXXXXXXXXXX XXXXXXXXXXXXX	See Herein 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: 5985-01-292-9945 ATTENUATOR, FIXED Part: WA33-30-34 NSCM: 0H3E9 Supplier: NVISION Industries Inc., 11401 Mountain View Rd Ste 201, Damascus, MD, US Or, Part: MDC1102H-30 NSCM: 52335 Supplier: DAL-TECH Devices Inc., 9930 Clint Moore Rd, Boca Raton, FL, US. Or, Part: 33-30-34 NSCM: 93459 Supplier: Aeroflex / Weinschel Inc., 5305 Spectrum Dr., Frederick, MD, US. Or Equivalent: P/N offered: _____ NSCM offered: _____ Delivery offered: _____	WB941 W248A Total	W1941 W2481	0 180 180	Each Each Each	\$ \$ \$	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX	See Herein 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: 5985-01-292-9945 ATTENUATOR, FIXED Part: WA33-30-34 NSCM: 0H3E9 Supplier: NVISION Industries Inc., 11401 Mountain View Rd Ste 201, Damascus, MD, US Or, Part: MDC1102H-30 NSCM: 52335 Supplier: DAL-TECH Devices Inc., 9930 Clint Moore Rd, Boca Raton, FL, US. Or, Part: 33-30-34 NSCM: 93459 Supplier: Aeroflex / Weinschel Inc., 5305 Spectrum Dr., Frederick, MD, US. Or Equivalent: P/N offered: _____ NSCM offered: _____ Delivery offered: _____	WB941 W248A Total	W1941 W2481	270 0 270	Each Each Each	\$ \$ \$		XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX	See Herein 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: 5935-00-866-8905 ADAPTER, CONNECTOR Part: 82-99 NSCM: 03554 Supplier: Amphenol Canada Corp., 605 Milner Ave, Toronto, ON, CA Or, Part: 141-71164-01 NSCM: 09549 Supplier: GTE Lenkurt Electric/ Canada/ Ltd. Burnaby, BC, CA Or, Part: 042-20063-013 NSCM: 12131 Supplier: LH Enterprise. 115 Old Nyack TPKE, Spring Valley, NY, US. Or, Part: UG28AU NSCM: 81349 Supplier: Military Specifications, US Or, Part: MS15506-28A NSCM: 96906 Supplier: Military Standards, US.	WB941 W248A Total	W1941 W2481	120 0 120	Each Each Each	\$ \$ \$		XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX	See Herein 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: 5935-00-866-8905 ADAPTER, CONNECTOR Part: 82-99 NSCM: 03554 Supplier: Amphenol Canada Corp., 605 Milner Ave, Toronto, ON, CA Or, Part: 141-71164-01 NSCM: 09549 Supplier: GTE Lenkurt Electric/ Canada/ Ltd. Burnaby, BC, CA Or, Part: 042-20063-013 NSCM: 12131 Supplier: LH Enterprise. 115 Old Nyack TPKE, Spring Valley, NY, US. Or, Part: UG28AU NSCM: 81349 Supplier: Military Specifications, US Or, Part: MS15506-28A NSCM: 96906 Supplier: Military Standards, US. • Or Equivalent: P/N offered: _____ NSCM offered: _____ Delivery offered: _____	WB941 W248A Total	W1941 W2481	0 80 80	Each Each Each	\$ \$ \$	XXXXXXXXXXXXX XXXXXXXXXXXXX XXXXXXXXXXXXX		See Herein 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: 5995-01-586-9167 CABLE ASSEMBLY, SPECIAL PURPOSE, ELE CTRICA Conductor quantity: 4. Overall length: 5.500 feet. • Supplier: Raytheon Company. 2501 W University Dr, McKinney, TX, US. • Or Equivalent, P/N offered: _____ NSCM offered: _____ Delivery offered: _____. NSCM/CAGE - COF/CAGE: 96214 Part No. - N° de la partie: 6138074-1	WB941 W248A Total	W1941 W2481	0 32 32	Each Each Each	\$ \$ \$	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX	See Herein 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
10	NSN - NNO: 5995-01-586-9167 CABLE ASSEMBLY, SPECIAL PURPOSE, ELE CTRICA Conductor quantity: 4. Overall length: 5.500 feet. • Supplier: Raytheon Company. 2501 W University Dr, McKinney, TX, US. • Or Equivalent, P/N offered: _____ NSCM offered: _____ Delivery offered: _____. NSCM/CAGE - COF/CAGE: 96214 Part No. - N° de la partie: 6138074-1	WB941 W248A Total	W1941 W2481	48 0 48	Each Each Each	\$ \$ \$	XXXXXXXXXXXXX XXXXXXXXXXXXX XXXXXXXXXXXXX	See Herein See Herein		

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Solicitation No. - N° de l'invitation

W8486-135433/A

Amd. No. - N° de la modif.

File No. - N° du dossier

hn333W8486-135433

Buyer ID - Id de l'acheteur

hn333

CCC No./N° CCC - FMS No/ N° VME

W8486-135433

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**ANNEX A**      Consent to a Criminal Record Verification - Form PWGSC-TPSGC 229

**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 in accordance with the technical requirements and in the quantities stated at pages 2 to 12.

**2.1 Delivery Requirement**

Delivery is requested to be completed by November 2, 2012.

**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 (2012-07-11) Standard Instructions - Goods - 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

**Section 8** of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Insert: Upon request by Canada, the bidder must send written confirmation of the bid within three (3) working 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

#### 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; 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 three (3) 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**

Solicitation No. - N° de l'invitation

W8486-135433/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hn333

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

W8486-135433

File No. - N° du dossier

hn333W8486-135433

CCC No./N° CCC - FMS No/ N° VME

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All enquiries must be submitted in writing to the Contracting Authority no later than three (3) 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.

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## 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)

(<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.

#### 1.1. 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 price, 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.

#### Pricing - Multi-Item Bid Solicitation

Bidders do not have to quote a price for every item in the bid solicitation in order to be evaluated. Bidders may withdraw one or more items after bid closing but prior to contract award by advising in writing the Contracting Authority.

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## 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

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

Code of Conduct Certifications -Consent to a Criminal Record Verification as specified in Part 5;  
Technical compliance (description of items 1 to 10 from pages 2 to 12 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** factor will be taken into consideration in the evaluation of each bid:

Compliance with Pricing Basis;

The Bid price will be determined by processing items 1 to 10 at pages 2 to 12 as follows:

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

#### 1.3 Conditions/Certifications Precedent to Contract

Federal Contractors Program as specified in Part 5;  
Financial Capability as specified at Part 2, para 1.1.

### 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).

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## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications 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 or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### 1. Certification Precedent to Bid Closing

#### 1.1 Code of Conduct Certifications - Consent to a Criminal Record Verification

Bidders must submit with their bid by the bid solicitation closing date:

- (a) a complete list of names of all individuals who are currently directors of the Bidder;
- (b) a properly completed and signed form Consent to a Criminal Record Verification (PWGSC-TPSGC 229) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/229-eng.html>, for each individual named in the list.

### 2. 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 goods in accordance with the technical requirements and in the quantities stated at pages 2 to 12.

#### 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 (2012-07-16), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

#### 3.2 SACC Manual Clauses

SACC Reference	Section	Date
A9131C	Controlled Goods Program - <i>For items 1,2,5, and 6</i>	2008-12-12
B4060C	Controlled Goods - <i>For items 1,2,5, and 6</i>	2008-05-12
C2800C	Priority Rating	2011-05-16
C2801C	Priority Rating - Canadian Contractors	2011-05-16

### 4. Term of Contract

#### 4.1 Delivery Date

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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:

Mejuine Chow  
 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) 956-6283 Facsimile: (819) 953-4944

E-mail address: [mejuine.chow@pwgsc-tpsgc.gc.ca](mailto:mejuine.chow@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 Technical Authority

The Technical Authority for the Contract is:

Name: will be inserted at contract  
 Title: will be inserted at contract  
 Telephone: (xxx) xxx-xxxx  
 Facsimile: (xxx) xxx-xxxx  
 E-mail: will be inserted at contract

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.

### 5.3 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 firm unit prices, as specified in the contract. Freight charges to destination and applicable customs duties and excise taxes are included, while 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 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.

2. Invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded to the addresses shown on page 1 of the Contract for certification and payment.

(b) One (1) copy must be forwarded to:  
 National Defence Headquarters  
 MGen George R. Pearkes Building  
 101 Colonel By Drive  
 Ottawa, ON, K1A 0K2  
 Attention: \_\_\_\_\_.

(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: Mejuine Chow.

## 8. Certifications

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 (2012-07-16) General Conditions - Goods (Medium Complexity);
- (c) the Contractor's bid dated \_\_\_\_\_ (*date of bid*), as clarified/amended on \_\_\_\_\_ (*if applicable*).

## 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 (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 reprourement 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 Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and Delivered Duty Paid (DDP) Montreal (QC), Edmonton (AB), Incoterms 2000 for shipments from a commercial contractor.

#### 13.2 Preparation for Delivery

The Contractor must prepare all item numbers 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.

#### 13.3 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) 7 CF Supply Depot Lancaster Park  
Edmonton, Alta  
Telephone: 780-973-4011, ext. 4524
- (b) 25 CF Supply Depot Montreal  
Montreal, Qué.  
Telephone: 1-866-935-8673 (toll free), or  
514-252-2777, ext. 2363 / 4673 / 4282

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## ANNEX A

### CONSENT TO A CRIMINAL RECORD VERIFICATION

(See form *PWGSC - TPSGC 229* below - 2 pages)



FOR GOVERNMENT USE ONLY POUR USAGE DU GOUVERNEMENT SEULEMENT	
Special Investigations Directorate File No. N° de dossier de la Direction des enquêtes spéciales	Date Received (Y-A M D-J) Date de réception

## CONSENT TO A CRIMINAL RECORD VERIFICATION CONSENTEMENT À LA VÉRIFICATION DE L'EXISTENCE D'UN CASIER JUDICIAIRE

**This form must be completed and signed by each individual who is currently on the Board of Directors of the Bidder/Offeror/Supplier and provided with the Bid/Offer/Arrangement.**

**Le présent formulaire doit être rempli et signé par chaque membre du conseil d'administration du soumissionnaire/ de l'offrant/du fournisseur et fourni avec la soumission/l'offre/l'arrangement.**

<b>A</b>	<b>PRIVACY ACT STATEMENT ÉNONCÉ CONCERNANT LA LOI SUR LA PROTECTION DES RENSEIGNEMENTS PERSONNELS</b>
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The personal information requested on this form is collected under the authority of subsection 750(3) of the *Criminal Code*, paragraph 42(1(c)) of the *Financial Administration Act*, and sections 7 and 21 of the *Department of Public Works and Government Services Act*. The information will be used for validating the criminal conviction certifications necessary for obtaining or maintaining a procurement instrument. It may be shared with other government departments, agencies, as well as provincial, territorial, and federal courts, within the limits of what is required to conduct the criminal conviction verification.

Les renseignements personnels demandés dans le présent formulaire sont recueillis en vertu du paragraphe 750(3) du *Code criminel*, du paragraphe 42(1(c)) de la *Loi sur la gestion des finances publiques* et des articles 7 et 21 de la *Loi sur le ministère des Travaux publics et des Services gouvernementaux*. Ces renseignements seront utilisés pour valider les attestations de condamnation au criminel nécessaires pour obtenir ou conserver un instrument d'approvisionnement. Les renseignements peuvent être diffusés à d'autres ministères et organismes fédéraux, ainsi qu'à des tribunaux provinciaux, territoriaux et fédéraux, dans les limites de ce qui est requis pour la vérification des condamnations au criminel.

A refusal to provide information will result in the bid/offer/arrangement being rejected or the contract terminated, the standing offer being set-aside or the supply arrangement being cancelled, as applicable.

À défaut de fournir les renseignements demandés, la soumission/l'offre/l'arrangement sera rejeté ou le contrat résilié, l'offre à commandes sera mise de côté ou l'arrangement en matière d'approvisionnement sera annulé, selon le cas.

The personal information is described in personal information bank PWGSC PPU 184 - Integrity Assessment Program. Individuals have a right of access to, correction of and protection of their information in accordance with the *Privacy Act*.

Les renseignements personnels sont décrits dans les fichiers de renseignement personnels n° TPSGC PPU 184 - Programme de l'évaluation de l'intégrité. Les personnes ont le droit d'accéder aux renseignements personnels qui les concernent, ainsi que de les faire corriger ou protéger, conformément à la *Loi sur la protection des renseignements personnels*.

<b>B</b>	<b>BIOGRAPHICAL INFORMATION - Must be completed by the individual RENSEIGNEMENTS BIOGRAPHIQUES - À remplir par l'individu</b>
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Family Name (Last Name) - Nom (de famille)	Family Name at Birth - Nom de famille à la naissance
Full Given Names (No initials) - Prénoms au complet (aucune initiale)	
All other previously used names (i.e. maiden name, previously married names, legal name change, nicknames) Tout autre nom utilisé (tel que nom de jeune fille, noms maritaux précédents, changement de nom légaux, sobriquets)	
Gender - Sexe <input type="checkbox"/> Male / Masculin <input type="checkbox"/> Female / Féminin	Date of Birth - Date de naissance (Y-A M D-J)

**Current Residential Information  
Information résidentielle actuelle**

Apartment No. - N° d'appartement	Street No. - N° civique	Street Name - Nom de la rue	
City - Ville	Province	Postal Code - Code postal	

<b>C</b>	<b>CONSENT - Must be signed by the individual CONSENTEMENT - Doit être signé par l'individu</b>
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I, the undersigned, confirm that I have read and understand the above *Privacy Act* statement and that I consent to the collection and use of my personal information as described therein.

Je, soussigné, confirme avoir pris connaissance de l'Énoncé concernant la *Loi sur la protection des renseignements personnels* et consens à la collecte et à l'utilisation des renseignements personnels fournis aux présentes.

Signature	
Print Name - Nom en lettres moulées	Date (Y-A M D-J)

<b>D</b>	<b>ADMINISTRATIVE INFORMATION - Internal Government Use Only RENSEIGNEMENTS ADMINISTRATIFS - Pour usage interne du gouvernement seulement</b>
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Requesting Branch/Sector/Directorate/Division - Direction générale/Secteur/Direction/Division requérante

Solicitation/Proposed Contract No. - N° de la demande de soumission/N° du contrat	Date of Request (Y-A M D-J) Date de la demande
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Requesting Contact Person - Personne-ressource requérante	Contact Person Tel. No. - N° de tél. de la personne-ressource
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