

**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> VULCANIZED RUBBER SHEETING	
<b>Solicitation No. - N° de l'invitation</b> W6399-13ED13/A	<b>Date</b> 2012-12-17
<b>Client Reference No. - N° de référence du client</b> W6399-13ED13	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HP-913-61785	
<b>File No. - N° de dossier</b> hp913.W6399-13ED13	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-01-28</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<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> Seguin, Jean-Luc R.	<b>Buyer Id - Id de l'acheteur</b> hp913
<b>Telephone No. - N° de téléphone</b> (819) 956-3528 ( )	<b>FAX No. - N° de FAX</b> (819) 953-2953
<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**  
Vehicles & Industrial Products Division  
11 Laurier St./11, rue Laurier  
7A2, Place du Portage, Phase III  
Gatineau, Québec K1A 0S5

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



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	DEPARTMENT OF NATIONAL DEFENCE UNIT Z-106 46 CENTURION RD PETAWAWA ON K8H 2X3	W6399	DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. ATT: D. KLASSEN-HAYES DLP 6-1-2-1 OTTAWA Ontario K1A0K2 Canada



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
1	VULCANIZED RUBBER SHEETING (SIDE) IN ACCORDANCE WITH ANNEX "A" - VULCANIZED RUBBER SHEETING FOR TARGETS AND APPENDIX "A" - TM04	D - 1	W6399	60	Each	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	
2	VULCANIZED RUBBER SHEETING (FRONT) IN ACCORDANCE WITH ANNEX "A" - VULCANIZED RUBBER SHEETING FOR TARGETS AND APPENDIX "B" - TM05	D - 1	W6399	30	Each	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	
3	VULCANIZED RUBBER SHEETING (TOP) IN ACCORDANCE WITH ANNEX "A" - VULCANIZED RUBBER SHEETING FOR TARGETS AND APPENDIX "C" - TM06	D - 1	W6399	30	Each	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	

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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.

## **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 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.

### **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.

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- 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 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.
- 2.1.4 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.

### 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 SACC Manual Clauses

C3011T	Exchange Rate Fluctuation	2010-01-11
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### 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 15 February, 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.

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## **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**

- 2.1 The purpose of the technical evaluation is to determine if the goods and/or services offered meet all mandatory technical requirements outlined in the documents enumerated hereafter and as required in Section I - Technical Bid of Part 3 -**BID PREPARATION INSTRUCTIONS**:
  - 1) Annex “A”- Vulcanized Rubber Sheeting for Targets
  - 2) Drawings at Appendix A - TM04, Appendix B - TM05 and Appendix C - TM06

### **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. .

### **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 will be recommended for award of a contract.

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## **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;

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hp913W6399-13ED13

Buyer ID - Id de l'acheteur

hp913

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

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CCC No./N° CCC - FMS No/ N° VME

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- (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.

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

## **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.)

## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jean-Luc Séguin

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: 819 956-3528

Facsimile: 819 953-2953

E-mail address: jeanluc.seguin@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, 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
H1000C	Single Payment	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.

### 7.1. Invoices must be distributed as follows:

- (a) The original must be forwarded to the following address for certification and payment:

Department of National Defence Headquarters  
 CANSOFCOM COS FD  
 101 Colonel By Drive  
 Ottawa, Ontario K1A 0K2  
 Attention: **to be inserted by PWGSC**

- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract for certification and payment.

Note 1: Invoices of Delivered Duty Paid, Incoterms 2000 contract will not be submitted prior to shipment of materiel.

## 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 entire contract period. 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 (Medium Complexity);
- (c) Annex "A" - Vulcanized Rubber Sheeting for targets;
- (d) Drawings at Appendix A - TM04, Appendix B - TM05 and Appendix C TM05;
- (e) the Contractor's bid dated \_\_\_\_\_

## 11. SACC Manual Clauses

A9006C	Defence Contract	2012-07-16
B1202C	Age Control (Elastomeric Material)	2007-05-25
B4042C	Identification Markings	2008-05-12
B7500C	Excess Goods	2006-06-16
C2800C	Priority Rating	2011-05-16
C2801C	Priority Rating - Canadian-based Contractors	2011-05-16
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D2025C	Wood Packaging Materials	2008-12-12
D3010C	Dangerous Goods/Hazardous Products	2012-07-16
D5545C	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)	2010-08-16

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Buyer ID - Id de l'acheteur

hp913

CCC No./N° CCC - FMS No/ N° VME

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D6009C	Shipping Instructions - Delivery and Destination Schedules Unknown	2008-05-12
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"

**Department Of National Defence  
Unit Z-106  
46 Centurion Road  
Petawawa, ON  
K8H 2X3**

**Attention: to be inserted by PWGSC**

## 15. Shelf Life

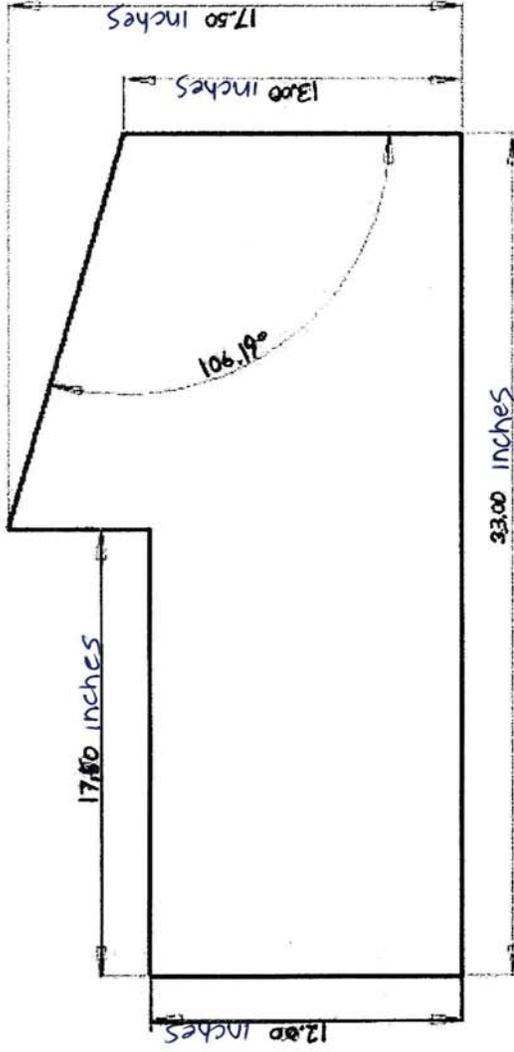
The Contractor must ensure that all items will contain 75 percent of the authorized shelf life as listed in D-05-001-001/SF-000 at date of delivery to the Department of National Defence.

**Vulcanized Rubber Sheeting for Targets**

Item	DESCRIPTION	QTY	Compliant?	
			Yes	No
1	Vulcanized Rubber Sheeting (Side) consistent with measurements listed on Appendix A - TM04 Thickness of 2 inches; Hardness ( Shore A) 60-70; Resilience (%) 40 minimum; Tensile Strength (mpa) 20 minimum; Elongation at break (%) 500 minimum; Colour: Black.	60		
2	Vulcanized Rubber Sheeting ( Front) consistent with measurements listed on Appendix B - TM05 Thickness of 2 inches; Hardness ( Shore A) 60-70; Resilience (%) 40 minimum; Tensile Strength (mpa) 20 minimum; Elongation at break (%) 500 minimum; Colour: Black.	30		
3	Vulcanized Rubber Sheeting (Top) consistent with measurements listed on Appendix C - TM06 Thickness of 2 inches; Hardness ( Shore A) 60-70; Resilience (%) 40 minimum; Tensile Strength (mpa) 20 minimum; Elongation at break (%) 500 minimum; Colour: Black.	30		

ITEM NO.	QTY.	PART NO.	DESCRIPTION
1	1	side rubber	2" VULCAN RUBBER

APPENDIX A - TM04



TITLE:

**SIDE RUBBER**

SIZE DWG. NO. REV

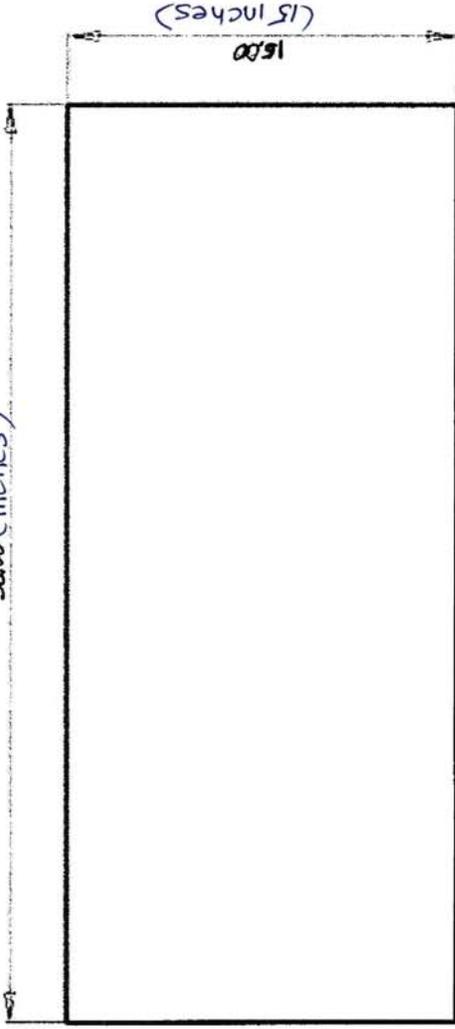
**A** **TM-04**

SCALE: 1:3 WEIGHT: SHEET 4 OF 7

ITEM NO.	QTY.	PART NO.	DESCRIPTION
1	1	front rubber	2" VULCAN RUBBER

APPENDIX B-TM05

36.00 (inches)



TITLE:

FRONT RUBBER

SIZE DWG. NO. REV

A TM-05

SCALE: 1:10 WEIGHT:

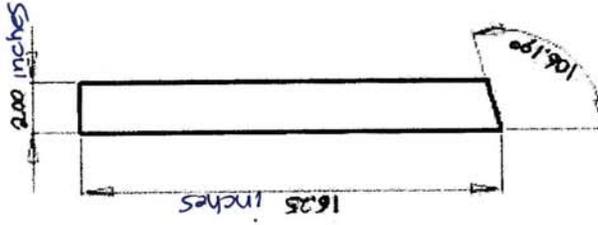
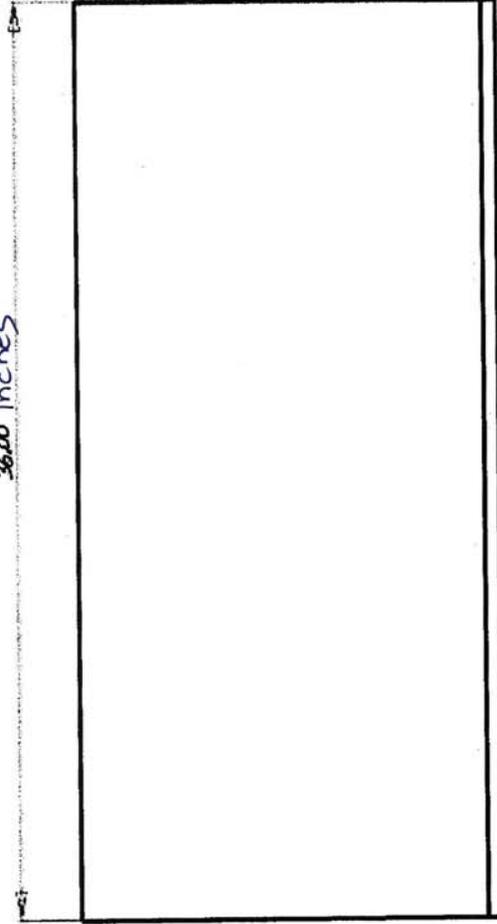
SHEETS OF 7

1

ITEM NO.	QTY.	PART NO.	DESCRIPTION
1	1	top rubber	2" VULCAN RUBBER

APPENDIX C-TM06

36.00 inches



TITLE

TOP RUBBER

SIZE DWG. NO. REV

A TM-06

SCALE: 1:10 WEIGHT: SHEET 6 OF 7

1

2

3

4

5

6

7