

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 Fan Flexible Connector	
Solicitation No. - N° de l'invitation W8482-128695/B	Date 2012-08-02
Client Reference No. - N° de référence du client W8482-128695	
GETS Reference No. - N° de référence de SEAG PW-\$\$HS-630-60966	
File No. - N° de dossier hs630.W8482-128695	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-09-12	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Paquin, Benoit	Buyer Id - Id de l'acheteur hs630
Telephone No. - N° de téléphone (819) 956-3966 ()	FAX No. - N° de FAX (819) 956-5227
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: <div>Specified Herein Précisé dans les présentes</div>	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

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

Issuing Office - Bureau de distribution

Industrial Vehicles & Machinery Products Division
11 Laurier St./11, rue Laurier
7B1, Place du Portage, Phase III
Gatineau
Québec
K1A 0S5

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 P.O.BOX 99000 STN FORCES 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



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	FAN FLEXIBLE CONNECTOR AND RELATED DRAWINGS AND MATERIAL SPECIFICATIONS. • MUST BE IN ACCORDANCE WITH ATTACHED ANNEX A - SPECIFICATION SHEETS.	W0100	W010B	10	Each	\$	XXXXXXXXXXXX		See Herein	
2	FAN FLEXIBLE CONNECTOR AND RELATED DRAWINGS AND MATERIAL SPECIFICATIONS. • MUST BE IN ACCORDANCE WITH ATTACHED ANNEX A - SPECIFICATION SHEETS.	W0100	W010B	10	Each	\$	XXXXXXXXXXXX		See Herein	
3	FAN FLEXIBLE CONNECTOR AND RELATED DRAWINGS AND MATERIAL SPECIFICATIONS. • MUST BE IN ACCORDANCE WITH ATTACHED ANNEX A - SPECIFICATION SHEETS.	W0100	W010B	10	Each	\$	XXXXXXXXXXXX		See Herein	

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4	FAN FLEXIBLE CONNECTOR AND RELATED DRAWINGS AND MATERIAL SPECIFICATIONS. • MUST BE IN ACCORDANCE WITH ATTACHED ANNEX A - SPECIFICATION SHEETS.	W2B02	W0103	10	Each	\$	XXXXXXXXXXXX	See Herein	
5	FAN FLEXIBLE CONNECTOR AND RELATED DRAWINGS AND MATERIAL SPECIFICATIONS. • MUST BE IN ACCORDANCE WITH ATTACHED ANNEX A - SPECIFICATION SHEETS.	W2B02	W0103	10	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		Del. Offered Liv. offerte
						Destination	Plant/Usine	
6	FAN FLEXIBLE CONNECTOR AND RELATED DRAWINGS AND MATERIAL SPECIFICATIONS. • MUST BE IN ACCORDANCE WITH ATTACHED ANNEX A - SPECIFICATION SHEETS .	W2B02	W0103	10	Each	\$	XXXXXXXXXXXX	See Herein

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18 . Errors and Omissions Liability Insurance

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Attachments:

Annex A - Specification Sheets

Consent to a criminal record verification (PWGSC-TPSGC 229)

PART 1 - GENERAL INFORMATION

Reissue of Bid Solicitation

This bid solicitation cancels and supersedes the previous bid solicitation number W8482-128695/A dated 22 February 2012 with a closing of 03 April 2012 at 02:00 pm EDT.

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The requirement is detailed under the "Line Item Detail" and the attached Annex A - Specification Sheets.

2.1 Draft Drawings and Material Specifications

After contract award, the successful Bidder must provide Draft Drawings and Material Specifications to the Technical Authority for acceptance as follows:

- a) One (1) Draft Drawing and Material Specifications for Items 1 and 4;
- b) One (1) Draft Drawing and Material Specifications for Items 2 and 5;
- c) One (1) Draft Drawing and Material Specifications for Items 3 and 6.

2.2 Drawings and Material Specifications

The Contractor must provide copies of the accepted Drawings and Material Specifications as follows:

- a) One (1) hard copy and one (1) soft copy in portable document format (PDF) for Items 1 and 4;
- b) One (1) hard copy and one (1) soft copy in portable document format (PDF) for Items 2 and 5;
- c) One (1) hard copy and one (1) soft copy in portable document format (PDF) for Items 3 and 6.

2.3 Pre-Production Samples

After contract award, the successful Bidder must provide, if requested by the Contracting Authority, pre-production samples to the Technical Authority for acceptance as follows:

- a) One (1) pre-production sample for Items 1 and 4;
- b) One (1) pre-production sample for Items 2 and 5;
- c) One (1) pre-production sample for Items 3 and 6.

If the first samples are rejected, the successful Bidder will be required to submit second sample(s) for acceptance.

3. Debriefings

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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 **fifteen (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 Manual issued by Public Works and Government Services Canada (PWGSC).

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the terms and conditions of the resulting contract.

The 2003 (2012-07-11) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 05.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: Bids will remain open for acceptance for a period of not less than **sixty (60) days** from the closing date of the bid solicitation

Insert: Bids will remain open for acceptance for a period of not less than **ninety (90) calendar days** from the closing date of the bid solicitation

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 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.

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Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

First page of the Request for Proposal signed by the bidder or an authorized representative of the Bidder (1 signed copy)

Section I: Technical Bid (1 hard copy)

Section II: Financial Bid (1 hard copy)

Section III: Certifications and Additional Information (1 hard copy)

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 8.5 x 11 inch (216 mm x 279 mm) 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.

Section I: 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.

Section II: Financial Bid

1. Pricing

Bidders must submit their bid in accordance with the Basis of Payment specified in Part 6.

Prices should appear in the "Line Item Detail" only.

Bidders must submit firm prices, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable, Goods and Services Tax/Harmonized Sales Tax extra.

2. SACC Manual Clauses

2.1 Exchange Rate Fluctuation

1. Unless otherwise specified in the bid solicitation, bids must be in Canadian currency.
2. Bidders may request Canada to assume the risk for exchange rate fluctuation. This request must be specifically made at time of bidding.
3. The foreign currency component is defined as the element of the price that will be directly affected by exchange rate fluctuations. It could include the net price FOB foreign manufacturer's plant, costs associated with applicable duty, excise tax, Goods and Services Tax or Harmonized Sales Tax, if applicable, entry fees, transportation costs or delivery charges payable in a foreign currency, and any other charges associated with being the importer of record if they originated from and are required to be paid in a foreign currency.
4. The foreign value of the foreign currency component of the bid or negotiated price must be provided before contract award. Form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments, may be used for this purpose. If milestone payments are proposed, it is recommended to indicate on the above form the foreign currency component associated with each milestone event.
5. All bids are evaluated in Canadian currency. Therefore, for evaluation purposes, the noon rate quoted by the Bank of Canada as being in effect on date of bid closing, or such other date as may be specified in the bid solicitation, will be applied as the initial conversion factor for the specified currency. (Column 3 of the above form will be completed by the Contracting Authority.)
6. Rates proposed by bidders will not be accepted for the purposes of this exchange rate adjustment provision.
7. If there are two (2) identical bids, and provided that the bid selected would still be considered the most advantageous to Canada, preference will be given to the Bidder who assumes all or part of the exchange rate adjustment risk over a bidder who does not assume any of this

risk. Furthermore, preference will be given to the Bidder who assumes all of the exchange rate adjustment risk over a bidder who assumes only part of this risk.

8. Canada will pay the exchange rate adjustment amount in Canadian currency using the prevailing noon rate on the date of payment by Canada or, as applicable, in accordance with one of the following clauses: C3015C, C3020C, C3025C, or C3030C.

Section III: Certifications and Additional Information

1. Certifications

Bidders must submit the certifications required under Part 5.

2. Additional Information

Canada requests that bidders submit the following information:

2.1 Delivery

2.1.1 Draft Drawings and Material Specifications

While delivery of the Draft Drawings and Material Specifications is requested within 20 calendar days from the effective date of the contract, the best delivery that could be offered is _____ calendar days from the effective date of the contract.

2.1.2 Pre-Production Samples

While delivery of the Pre-Production Samples is requested within 30 calendar days after the date of request, the best delivery that could be offered is _____ calendar days after the date of request.

If the first sample(s) are rejected, the best delivery that could be offered, to submit the second sample(s), is _____ calendar days from notification of rejection from the Technical Authority.

2.1.3 Delivery - Items 1 to 6

While delivery is requested within 60 calendar days after acceptance of the Draft Drawings and Material Specifications, the best delivery that could be offered is as follows:

Item 1, including the related Drawings and Material Specifications - within _____ calendar days after acceptance of the Draft Drawings and Material Specifications

Item 2, including the related Drawings and Material Specifications - within _____ calendar days after acceptance of the Draft Drawings and Material Specifications

Item 3, including the related Drawings and Material Specifications - within _____ calendar

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days after acceptance of the Draft Drawings and Material Specifications

Item 4, including the related Drawings and Material Specifications - within _____calendar days after acceptance of the Draft Drawings and Material Specifications

Item 5, including the related Drawings and Material Specifications - within _____calendar days after acceptance of the Draft Drawings and Material Specifications

Item 6, including the related Drawings and Material Specifications - within _____calendar days after acceptance of the Draft Drawings and Material Specifications

2.2 Supplier's Representatives

Canada requests that Bidders provide information for the contact person responsible for:

General enquiries

Name: _____

Telephone No. : _____

Facsimile No.: _____

E-mail address: _____

Delivery follow-up

Name: _____

Telephone No. : _____

Facsimile No.: _____

E-mail address: _____

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.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Evaluation Criteria

Bidders must provide all required technical information to demonstrate their technical compliance to the Annex A - Specification Sheet.

1.2 Financial Evaluation

1.2.1 Mandatory Financial Evaluation Criteria

The price of the bid must be evaluated in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable, Goods and Services Tax or the Harmonized Sales Tax extra.

2. Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest aggregate evaluated price will be recommended for award of a contract.

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 the 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. Code of Conduct Certifications - Consent to a Criminal Record Verification

1.1 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), for each individual named in the list.

For information purposes an electronic copy of the Consent to a Criminal Record Verification can be found at: <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/229.pdf>

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 - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills

Development Canada (HRSDC) are no longer eligible to receive 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.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3. 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), in which case a duly signed certificate of commitment is attached;

(d) () is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC.)

Further information on the FCP is available on the HRSDC Web site.

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” and the attached Annex A - Specification Sheet.

2.1 Draft Drawings and Material Specifications

The Contractor must provide soft copies of the Draft Drawings and Material Specifications, in portable document format (PDF), to the Technical Authority for acceptance within **to be inserted by PWGSC** calendar days from date of contract award as follows:

- a) One (1) Draft Drawing and Material Specifications for Items 1 and 4;
- b) One (1) Draft Drawing and Material Specifications for Items 2 and 5;
- c) One (1) Draft Drawing and Material Specifications for Items 3 and 6.

The Contractor must not commence or continue with production of the Items and must not make any deliveries until the Contractor has received notification from the Technical Authority that the Draft Drawings are acceptable. Any production of Items before final Drawing acceptance will be at the sole risk of the Contractor.

2.2 Drawings and Material Specifications

The Contractor must provide copies of the accepted Drawings and Material Specifications as follows:

- a) One (1) hard copy and one (1) soft copy in portable document format (PDF) for Items 1 and 4;
- b) One (1) hard copy and one (1) soft copy in portable document format (PDF) for Items 2 and 5;
- c) One (1) hard copy and one (1) soft copy in portable document format (PDF) for Items 3 and 6.

2.3 Pre-Production Samples

1. The Contractor must provide, upon request from the Contracting Authority, pre-production samples to the Technical Authority for acceptance within **to be inserted by PWGSC** calendar days from the date of request as follows:

- a) One (1) pre-production sample for Items 1 and 4;
- b) One (1) pre-production sample for Items 2 and 5;
- c) One (1) pre-production sample for Items 3 and 6.

2. If the first sample(s) are rejected, the Contractor must submit the second sample(s) within to be inserted by PWGSC calendar days of notification of rejection from the Technical Authority.
3. The Contractor must carry out all required inspection and tests to verify conformance to the technical requirements of the Contract.
4. The Contractor must provide the sample(s), and a copy of the inspection and test report(s), when requested, to the Technical Authority, transportation charges prepaid, and without charge to Canada. The sample(s) submitted by the Contractor will remain the property of Canada.
5. The Technical Authority will notify the Contractor, in writing, of the conditional acceptance, acceptance or rejection of the sample(s). A copy of this notification will be provided by the Technical Authority to the Contracting Authority. The notice of conditional acceptance or acceptance does not relieve the Contractor from complying with all requirements of the specification(s) and all other terms of the Contract.
6. The Contractor must not commence or continue with production of the Items and must not make any deliveries until the Contractor has received notification from the Technical Authority that the sample(s) are acceptable. Any production of Items before sample acceptance will be at the sole risk of the Contractor.
7. Rejection by the Technical Authority of the second sample(s), submitted by the Contractor, for failing to meet the contract requirements will be grounds for termination of the Contract for default, in accordance with the General Conditions stated in the contract.

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, issued by Public Works and Government Services Canada (PWGSC).

3.1 General Conditions

2010A (2012-07-16) General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

3.2 Supplemental General Conditions

4006 (2010-08-16) Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.

4. Term of Contract

4.1 Complete Delivery

The Contractor must make the delivery as follows:

Item 1, including the related Drawings and Material Specifications - within **to be inserted by PWGSC** _____ calendar days after acceptance of the Draft Drawings and Material Specifications

Item 2, including the related Drawings and Material Specifications - within **to be inserted by PWGSC** _____ calendar days after acceptance of the Draft Drawings and Material Specifications

Item 3, including the related Drawings and Material Specifications - within **to be inserted by PWGSC** _____ calendar days after acceptance of the Draft Drawings and Material Specifications

Item 4, including the related Drawings and Material Specifications - within **to be inserted by PWGSC** _____ calendar days after acceptance of the Draft Drawings and Material Specifications

Item 5, including the related Drawings and Material Specifications - within **to be inserted by PWGSC** _____ calendar days after acceptance of the Draft Drawings and Material Specifications

Item 6, including the related Drawings and Material Specifications - within **to be inserted by PWGSC** _____ calendar days after acceptance of the Draft Drawings and Material Specifications

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Benoit Paquin
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Logistics, Electrical, Fuel and Transportation Directorate
"HS" Division
Place du Portage, Phase III, 7B1
11 Laurier Street
Gatineau, QC K1A 0S5
Telephone : 819-956-3992
Facsimile: 819-956-5227
E-mail address: Benoit.Paquin@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:

National Defence Headquarters

Mgen. George R. Pearkes Building

101 Colonel By Drive

Ottawa, Ontario K1A 0K2

Attn: **to be inserted by PWGSC**

Telephone: _____

Facsimile: _____

E-mail address: _____

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:

National Defence Headquarters

Mgen. George R. Pearkes Building

101 Colonel By Drive

Ottawa, Ontario K1A 0K2

Attn: **to be inserted by PWGSC**

Telephone: _____

Facsimile: _____

E-mail address: _____

The Technical Authority 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 Representatives

General enquiries

Name: to be inserted by PWGSC

Telephone No. : _____

Facsimile No.: _____

E-mail address: _____

Delivery follow-up

Name: to be inserted by PWGSC

Telephone No. : _____

Facsimile No. : _____

E-mail address: _____

6. Payment

6.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable, Goods and Services Tax/Harmonized Sales Tax extra, as specified in the "Line Item Detail".

6.2 SACC Manual Clauses

SACC Reference	Title	Date
C2000C	Taxes - Foreign-based Contractor	30/11/07
C6000C	Limitation of Price	16/05/11
H1001C	Multiple Payments	12/05/08

6.3 Exchange Rate/Payment on Delivery

- The price in Canadian currency includes the foreign currency component in respect of goods, services or both originating outside Canada, as detailed in form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments.
- The price must be adjusted to reflect the exchange rate in effect and applied by Canada Border Services Agency (CBSA) on the date of importation, but only in respect of the foreign currency component detailed in the above form.

3. No price adjustment directly resulting from the application of the provisions contained in this clause will be applied for increases or decreases in the exchange rate within a variation of: plus or minus 2 percent of the exchange rate(s) mentioned above; or plus or minus \$100 of the total cumulative amount claimed for exchange rate adjustment under the Contract.

4. On each invoice or claim for payment submitted under the Contract, the Contractor must indicate the exchange rate adjustment amount (either upward, downward or no change) as a separate item. In addition, the invoice must be accompanied by a copy of CBSA Form B3-3, Canada Customs Coding Form, for the imported goods, services or both.

5. Canada will have the right to audit any revision to costs and prices under this clause.

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 on the invoice is completed.

2. 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 Contracting Authority identified under the section entitled "Authorities" of the Contract.
- (c) 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 4-4-1

7.1 Holdback

Canada will apply a ten (10) percent holdback on the total price of each Item on any due payment of the said Item.

For all Items, release of the holdback (10%) is conditional upon receipt and certified acceptance by DND of the said Item and the related Drawings and Material Specifications.

Goods and Services Tax or Harmonized Sales Tax (GST/HST), as applicable, must be calculated

on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no GST/HST payable as it was claimed and paid under the previous invoice.

- (a) The original invoice for the holdback must be forwarded to the Procurement Authority identified under the section entitled "Authorities" of the Contract.
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- (c) One (1) copy must be forwarded to the consignee.

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) 4006 (2010-08-16) Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information
- (c) 2010A (2012-07-16) General Conditions - Goods (Medium Complexity);
- (d) Annex A Specification Sheets
- (e) the Contractor's bid dated to be inserted by PWGSC, as amended to be inserted by PWGSC.

11. SACC Manual Clauses

SACC Reference	Title	Date
A9006C	Defence Contract	2012-07-16
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
D5510C	Quality Assurance Authority (DND) - Canadian-based Contractor	2011-05-16
D5515C	Quality Assurance Authority (DND) - Foreign-based and United States Contractor	2010-01-11
D5540C	ISO 9001:2008 Quality Management Systems - Requirements (QAC Q)	2010-08-16
D5604C	Release Documents (DND) - Foreign-based Contractor	2008-12-12
D5605C	Release Documents (DND) - United States-based Contractor	2010-01-11
D5606C	Release Documents (DND) - Canadian-based Contractor	2012-07-16
D9002C	Incomplete Assemblies	2007-11-30

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. Additional Package Markings

1. The Contractor must ensure that in addition to the required interior and exterior package markings, the following information is provided for all items.

- (a) specification number;
- (b) drawing number;
- (c) cure date of rubber components;
- (d) date of manufacture;

2. These markings must be applied and positioned in accordance with Canadian Forces Packaging Specification D-LM-008-002/SF-001.

14. Shelf Life

The Contractor must ensure that Items 1 and 4 will contain 75 percent of the authorized shelf life as listed in CFTO D-05-001-001/SF-000 at date of delivery to the Department of National Defence.

15. Shipping Instructions - Delivery and Destination

15.1 Shipping Instructions - Delivery and Destination (Items 1 to 6)

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (... named place of destination). Unless otherwise directed, delivery must be made by the most economical means. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and taxes.
2. The Contractor must deliver the goods to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.

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

15.2. Shipping Instructions - Delivery and Destination (Drawings and Material Specifications)

1. The Contractor must ship the Drawings and Material Specifications for each Item prepaid DDP - Delivered Duty Paid (... named place of destination). Unless otherwise directed, delivery must be made by the most economical means. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and taxes.
2. The Contractor must deliver the Drawings and Material Specifications for each item to :

Department of National Defence
National Defence Headquarters
Mgen. George R. Pearkes Building
101 Colonel By Drive
Attn: to be inserted by PWGSC

16. Release Documents - Distribution

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

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

(c) One (1) copy to the Contracting Authority;

(d) One (1) copy to:

National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A OK2
Attention: **to be inserted by PWGSC**

(e) One (1) copy: to the Quality Assurance Representative;

(f) One (1) copy: to the Contractor;

(g) One (1) copy: all non-Canadian contractors to:

DQA/Contract Administration
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A OK2
E-mail: ContractAdmin.DQA@forces.gc.ca.

17. Insurance Requirements

The Contractor must comply with the insurance requirements specified herein. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

18. Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.

2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

19. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

2. The Commercial General Liability policy must include the following:

(a) Additional Named Insured: Canada is added as an additional named insured, but only with respect to liability arising out of the performance of the Contract.

The interest of Canada as additional insured should read as follows: Canada, represented by the department of National Defence and/or Public Works and Government Services Canada.

(b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

(c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

(d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

(e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

- (f) **Blanket Contractual Liability:** The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- (g) **Employees and, if applicable, Volunteers must be included as Additional Insured.**
- (h) **Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)**
- (i) **Broad Form Property Damage including Completed Operations:** Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (j) **Notice of Cancellation:** The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (k) **If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.**
- (l) **Owners' or Contractors' Protective Liability:** Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (m) **Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.**

ANNEX A - SPECIFICATION SHEETS

FAN FLEXIBLE CONNECTOR -- SPECIFICATION SHEET

Items 1 & 4, NSN : N4520-21-9100107

Connectors must be made to the following specifications

SPECIFICATION ITEM	DETAILS
DESCRIPTION:	Circular, concentric, integral flanges at each end. Body and flanges all elastomeric material. Backing bars NOT req'd.
REDUCER STYLE	no; Inside diameter same throughout length
No. Of EXPANSION ARCHES	ONE (1)
APPLICATION / MEDIUM:	Shipboard use; ambient air; Nil dust load; not exposed to sun; minus 30C to +60C; minus 3 kPa to + 3 kPa.
MATERIALS:	Neoprene, line call-out 5BC520 A14 C12 Eo34 G21 (ASTM D2000); reinforced with polyester cord.
FACE to FACE Length (Unrestrained):	118 mm
Thickness of Body and Flange Material	6.3 - 8 mm
Fan End - Inside Dia.	712 mm
Fan End - Flange Height	60 mm
Fan End - Bolt Holes	NONE- DO NOT DRILL
Duct End - Inside Diameter	712 mm
Duct End - Flange Height	45 mm
Duct End - Bolt Holes	None - Do NOT Drill
Tolerance on Dimensions (except thickness)	+/- 3.5 mm

FAN FLEXIBLE CONNECTOR -- SPECIFICATION SHEET

Items 2 & 5, NSN : P4730-20-A090705

Connectors must be made to the following specifications

SPECIFICATION ITEM	DETAILS
DESCRIPTION:	Circular, concentric, integral flanges at each end. Body and flanges all elastomeric material. Backing bars NOT req'd.
REDUCER STYLE	no; Inside diameter same throughout length
No. Of EXPANSION ARCHES	ONE (1)
APPLICATION / MEDIUM:	Shipboard use; ambient air; Nil dust load; not exposed to sun; minus 30C to +60C; minus 3 kPa to + 3 kPa.
MATERIALS:	Neoprene, line call-out 5BC520 A14 C12 Eo34 G21 (ASTM D2000); reinforced with polyester cord.
FACE to FACE Length (Unrestrained):	118 mm
Thickness of Body and Flange Material	6.3 - 8 mm
Fan End - Inside Dia.	1011 mm
Fan End - Flange Height	60 mm
Fan End - Bolt Holes	NONE- DO NOT DRILL
Duct End - Inside Diameter	1011 mm
Duct End - Flange Height	60 mm
Duct End - Bolt Holes	None - Do NOT Drill
Tolerance on Dimensions (except thickness)	+/- 3.5 mm

FAN FLEXIBLE CONNECTOR -- SPECIFICATION SHEET

Items 3 & 6, NSN : P4730-20-A089928

Connectors must be made to the following specifications

SPECIFICATION ITEM	DETAILS
DESCRIPTION:	Circular, concentric, integral flanges at each end. Body and flanges all elastomeric material. Backing bars NOT req'd.
REDUCER STYLE	no; Inside diameter same throughout length
No. Of EXPANSION ARCHES	ONE (1)
APPLICATION / MEDIUM:	Shipboard use; ambient air; Nil dust load; not exposed to sun; minus 30C to +60C; minus 3 kPa to + 3 kPa.
MATERIALS:	Neoprene, line call-out 5BC520 A14 C12 Eo34 G21 (ASTM D2000); reinforced with polyester cord
FACE to FACE Length (Unrestrained):	118 mm
Thickness of Body and Flange Material	6.3 - 8 mm
Fan End - Inside Dia.	567 mm
Fan End - Flange Height	45 mm
Fan End - Bolt Holes	NONE- DO NOT DRILL
Duct End - Inside Diameter	567 mm
Duct End - Flange Height	45 mm
Duct End - Bolt Holes	None - Do NOT Drill
Tolerance on Dimensions (except thickness)	+/- 3.5 mm



**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.

**A PRIVACY ACT STATEMENT
ÉNONCÉ CONCERNANT LA LOI SUR LA PROTECTION DES RENSEIGNEMENTS PERSONNELS**

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.

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.

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 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.

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.

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 BIOGRAPHICAL INFORMATION - Must be completed by the individual
RENSEIGNEMENTS BIOGRAPHIQUES - À remplir par l'individu**

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

☐

Male
Masculin

☐

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

C	CONSENT - Must be signed by the individual CONSENTEMENT - Doit être signé par l'individu
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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)

D	ADMINISTRATIVE INFORMATION - Internal Government Use Only RENSEIGNEMENTS ADMINISTRATIFS - Pour usage interne du gouvernement seulement	
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
Requesting Contact Person - Personne-ressource requérante	Contact Person Tel. No. - N° de tél. de la personne-ressource	