

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government**  
**Services Canada/Réception des soumissions**  
**Travaux publics et Services gouvernementaux**  
**Canada**  
**1713 Bedford Row**  
**Halifax, N.S./Halifax, (N.É.)**  
**B3J 1T3**  
**Bid Fax: (902) 496-5016**

## INVITATION TO TENDER APPEL D'OFFRES

**Tender 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.

### Soumission 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 et sur toute feuille ci-annexée, au(x) prix indiqué(s).

### Comments - Commentaires

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du**  
**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
Acquisitions  
1713 Bedford Row  
Halifax, N.S./Halifax, (N.É.)  
B3J 3C9

<b>Title - Sujet</b> 1100 CLASS FUELING CABINETS	
<b>Solicitation No. - N° de l'invitation</b> F5561-122424/A	<b>Date</b> 2012-11-21
<b>Client Reference No. - N° de référence du client</b> F5561-12-2424	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$HAL-302-8833
<b>File No. - N° de dossier</b> HAL-2-69280 (302)	<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 2013-01-03</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Standard Time AST	
<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> Gaudreau, Michel	<b>Buyer Id - Id de l'acheteur</b> hal302
<b>Telephone No. - N° de téléphone</b> (902) 496-5245 ( )	<b>FAX No. - N° de FAX</b> (902) 496-5016
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF FISHERIES AND OCEANS CCG EDWARD CORNWALLIS BIO, 1 CHALLENGER DRIVE DARTMOUTH NOVA SCOTIA B2Y 4A2 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## PART 1 - GENERAL INFORMATION

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

a) For the supply and delivery of quantity two (2) complete sets of re-fuelling cabinets in accordance with Annex A, no later than 21 March 2013.

b) Option for the supply and delivery of an additional three (3) complete sets of re-fuelling cabinets in accordance with Annex A.

### 3. Debriefings

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

## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2003 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

### 2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

### 3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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 Nova Scotia.

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

### **PART 3 - BID PREPARATION INSTRUCTIONS**

#### **1. Bid Preparation Instructions**

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

- Section I: Technical Bid (two hard copy)
- Section II: Financial Bid (one hard copy)
- Section III: Certifications (one hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process (<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**

Bidders must submit their financial bid in accordance with Annex B, Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

## **Section III: Certification Requirements**

Bidders must submit the certifications required in accordance with Part 5. If these certifications do not accompany the bid documents at the time of bid submission, they will be requested by the Contracting Authority.

## **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

Bids will be assessed in accordance with the entire requirement of the bid solicitation. Any additional information which supports the bid will be requested as required by the Contracting Authority. Only those bids which are found to meet all the mandatory requirements and the submission of acceptable additional information within the specified time frames will be deemed responsive.

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

*(Derived from - Provenant de: A0069T, 2007-05-25)*

## **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 - \$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, 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, 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.

*(Derived from - Provenant de: A3030T, 2010-08-16)*

## 2.2 Welding Certification

1. Welding must be performed by a welder certified by the Canadian Welding Bureau and in accordance with the requirements of the following Canadian Standards Association (CSA) standards:

- (a) CSA W47.1-03, Certification of Companies for Fusion Welding of Steel (Minimum Division Level 2.1); and
- (b) CSA W47.2-M1987(R2003), Certification of Companies for Fusion Welding of Aluminum (Minimum Division Level 2.1).

2. Before contract award and within **five (5)** calendar days of the written request by the Contracting Authority, the successful Bidder must submit evidence demonstrating its or its subcontractor's certification to the welding standards. In addition, welding must be done in accordance with the requirements of the applicable drawings and specifications.

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(Derived from - Provenant de: B4075T, 2008-05-12)

## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

- a) For the supply and delivery of quantity two (2) complete sets of re-fuelling cabinets in accordance with Annex A, no later than 21 March 2013.
- b) Option for the supply and delivery of an additional three (3) complete sets of re-fuelling cabinets in accordance with Annex A.

### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 3.1 General Conditions

2010A (2012-11-19), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

### 4. Term of Contract

#### 4.1 Delivery Date

- Two (2) complete sets of aviation re-fueling cabinets delivered no later than 21 March 2013.

### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Michel Gaudreau  
 Title: Supply Specialist  
 Public Works and Government Services Canada  
 Acquisitions Branch  
 Address: 1713 Bedford Row  
 Halifax, NS B3J 3C9  
  
 Telephone: (902) 496-5245  
 Facsimile: (902) 496-5016  
 E-mail address: Michel.Gaudreau2@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 Project Authority

The Project Authority for the Contract is:

Sarah Hart  
Project Officer  
Fisheries and Oceans / Canadian Coast Guard  
Technical Management Services

Telephone: (902) 426-7716  
Facsimile: (902) 426-2330  
E-mail Address: Sarah.Hart@dfo-mpo.gc.ca

The Project 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 Project Authority, however the Project 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:  
Title:  
Organization:  
Address:

Telephone :  
Facsimile:  
E-mail address:

## 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 the firm price as specified in Annex "B". Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

*(Derived from - Provenant de: C0207C, 2011-05-16)*

### 6.2 SACC Manual Clauses

#### Limitation of Price

SACC Manual clause C6000C (2011-05-16), Limitation of Price

#### Single Payment

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

**Defence Contract**

SACC Manual clause A9006C (2012-07-16), Defence Contract

**FOB Destination**

SACC Manual clause Z0003C (1992-04-01), FOB Destination

**6.3 Delivery Terms**

**6.4 Shipping Instructions - Delivery at Destination**

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

Delivered Duty Paid (DDP) Canadian Coast Guard Fleet Depot, Dartmouth, NS Incoterms 2000 for shipments from a commercial contractor.

**6.5 Taxes - Foreign-based Contractor**

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

**7. Invoicing Instructions**

**7.1 Method of Payment - Single Payment**

Canada will pay the Contractor upon completion and delivery of the work in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the contract;
- b) all such documents have been verified by Canada;
- c) the work delivered has been accepted by Canada.  
(Derived from - Provenant de: H1000C, 2008-05-12)

**7.2 Invoicing Address**

Invoices are to be made out to:

Fisheries and Oceans - Canadian Coast Guard  
Marine Engineering  
Maritime Regional Headquarters Building  
50 Discovery Drive, level 4  
Dartmouth, Nova Scotia  
B2Y 4A2  
Attention: Diane McNair

The original invoice is to be forwarded for verification to:

Public Works and Government Services Canada  
Acquisitions, Marine  
1713 Bedford Row  
Halifax, Nova Scotia  
B3J 3C9  
Attention: Michel Gaudreau

## **8. Certifications**

- 8.1** 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 Nova Scotia.

## **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) 2010C (2012-11-19) General Conditions - Services (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Code of Conduct Requirements;
- (f) the Contractor's bid dated \_\_\_\_\_.

## **11. Insurance**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

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File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

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## **ANNEX “A” - STATEMENT OF REQUIREMENT**

The entire Statement of Requirement is an available separate electronic document entitled:

**Aviation Re-fuelling Cabinet Construction, Specification No 12-E007-016-9 v1.**

**Annex B -****Basis of Payment**

The bidder must provide a firm lot price in Canadian dollars, the Goods and Services Tax or Harmonized Sales Tax excluded, FOB Destination, transportation included, Canadian customs duties and excise taxes included.

Delivery is Delivery Duty Paid (DDP) Incoterms 2000. 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 to the destination.

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

**Description:****Firm Lot Price:**

For the supply and delivery of quantity two (2)  
Complete sets of re-fuelling cabinets in accordance  
with Annex A, no later than 21 March 2013.

\$ \_\_\_\_\_ (GST/HST excluded)

**Option** for the supply and delivery of an additional three (3)

Complete sets of re-fuelling cabinets in accordance  
with Annex A, (see Note)

\$ \_\_\_\_\_ (GST/HST excluded)

**Total Firm Lot Price: \$ \_\_\_\_\_ (GST/HST excluded)**

**Note:** Bids will be evaluated on the costs for the five (5) complete sets of re-fuelling cabinets. The contract that will be awarded will be for the immediate purchase of two (2) sets only. Award of the contract does not guarantee that the optional cabinets will be purchased.

**Pricing for the optional re-fuelling cabinets is to remain valid for a period of one (1) year from the contract award date.**

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## ANNEX C - CODE OF CONDUCT REQUIREMENTS

Failure to provide the following information with your bid will render the bid non-responsive.

**Complete Legal Name of Supplier:** \_\_\_\_\_

**Supplier Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Supplier PBN:** \_\_\_\_\_

**Solicitation Number:** F5561-122424/A

### List of Directors:

Please provide a list of names of all individuals currently on the Board of Directors of the above company.

Name	Position

Attach additional names on a separate sheet if required.