

**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> HOSE ASSEMBLY, NONMETALLIC	
<b>Solicitation No. - N° de l'invitation</b> W8486-123687/A	<b>Date</b> 2012-03-23
<b>Client Reference No. - N° de référence du client</b> W8486-123687	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HP-918-60154	
<b>File No. - N° de dossier</b> hp918.W8486-123687	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-05-07</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Huda Dahir	<b>Buyer Id - Id de l'acheteur</b> hp918
<b>Telephone No. - N° de téléphone</b> (819) 956-1702 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

**Issuing Office - Bureau de distribution**  
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
W248A	DEPARTMENT OF NATIONAL DEFENCE BLDG 236 EAST END 195 AVE&82ND ST EDMONTON Alberta T5J4J5 Canada	W2481	DEPARTMENT OF NATIONAL DEFENCE 7 CF SUPPLY DEPOT STN FORCES P.O.BOX 10500 EDMONTON Alberta T5J4J5 Canada
WB941	DEPARTMENT OF NATIONAL DEFENCE CFSD MONTREAL 6363 RUE NOTRE DAME ST E. MONTREAL Quebec H1N2E9 Canada	W1941	DEPARTMENT OF NATIONAL DEFENCE CFSD MONTREAL BOX 4000 STN K MONTREAL Quebec H1N3R9 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	<p>NSN - NNO: 4720-21-906-3624 HOSE ASSEMBLY, NONMETALLIC SPECIFY PROPOSED PART NUMBER: _____ SPECIFY PROPOSED NSCM: _____ NSCM/CAGE - COF/CAGE: 35284 Part No. - N° de la partie: 24223X17</p>	W248A	W2481	11	Each	\$		XXXXXXXXXXXX	See Herein	
2	<p>NSN - NNO: 4720-21-904-8437 HOSE, NONMETALLIC SPECIFY PROPOSED PART NUMBER: _____ SPECIFY PROPOSED NSCM: _____ NSCM/CAGE - COF/CAGE: 11083 Part No. - N° de la partie: 5-09133-2</p>	WB941	W1941	2	Each	\$		XXXXXXXXXXXX	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
3	NSN - NNO: 4410-21-904-5482 HEATING ELEMENT, ELECTRICAL, IMMERSI ON TYP SPECIFY PROPOSED PART NUMBER: _____ SPECIFY PROPOSED NSCM: _____ NSCM/CAGE - COF/CAGE: 35284 Part No. - N° de la partie: 40591	WB941	W1941	17	Each	\$	XXXXXXXXXXXX	See Herein	
4	BOLT, PLOW 3/4 NCX2 IN, GR8, CUTTING EDGE NSN: P5305-20-A055165 SPECIFY PROPOSED PART NUMBER: _____ SPECIFY PROPOSED NSCM: _____ NSCM/CAGE - COF/CAGE: 38999 Part No. - N° de la partie: FS00024	WB941	W1941	72	Each	\$	XXXXXXXXXXXX	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
5	BOLT, PLOW 3/4 NCX2 IN, GR8, CUTTING EDGE NSN: P5305-20-A055165 SPECIFY PROPOSED PART NUMBER:  SPECIFY PROPOSED NSCM:  NSCM/CAGE - COF/CAGE: 38999 Part No. - N° de la partie: FS00024	W248A	W2481	8	Each	\$	XXXXXXXXXXXX	See Herein	
6	NSN - NNO: 3030-20-006-5414 BELT, V SPECIFY PROPOSED PART NUMBER:  SPECIFY PROPOSED NSCM:  NSCM/CAGE - COF/CAGE: S5517 Part No. - N° de la partie: 0701-00381	WB941	W1941	24	Each	\$	XXXXXXXXXXXX	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
7	NSN - NNO: 4720-20-003-7150 HOSE, NONMETALLIC SPECIFY PROPOSED PART NUMBER:  SPECIFY PROPOSED NSCM:  NSCM/CAGE - COF/CAGE: 14003 Part No. - N° de la partie: 24GMVX100FT, 70136	W248A	W2481	8	FT	\$	XXXXXXXXXXXX	See Herein	
8	NSN - NNO: 4720-20-003-7026 HOSE, NONMETALLIC SPECIFY PROPOSED PART NUMBER:  SPECIFY PROPOSED NSCM:  NSCM/CAGE - COF/CAGE: 14003 Part No. - N° de la partie: 16GMVXCTN, 70185	W248A	W2481	8	FT	\$	XXXXXXXXXXXX	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
9	NSN - NNO: 4720-12-375-4796 HOSE ASSEMBLY, NONMETALLIC SPECIFY PROPOSED PART NUMBER: _____ SPECIFY PROPOSED NSCM: _____ NSCM/CAGE - COF/CAGE: D0704 Part No. - N° de la partie: 43658067	WB941	W1941	12	EA	\$	XXXXXXXXXXXX	See Herein	
10	NSN - NNO: 4820-12-327-2318 VALVE, CALIBRATED FLOW SPECIFY PROPOSED PART NUMBER: _____ SPECIFY PROPOSED NSCM: _____ NSCM/CAGE - COF/CAGE: D0704 Part No. - N° de la partie: 4363294	WB941	W1941	4	EA	\$	XXXXXXXXXXXX	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
11	NSN - NNO: 2530-12-326-4181 DISC, BRAKE SPECIFY PROPOSED PART NUMBER: _____ SPECIFY PROPOSED NSCM: _____ NSCM/CAGE - COF/CAGE: D8124 Part No. - N° de la partie: 4462 301 029	WB941	W1941	2	EA	\$	XXXXXXXXXXXX	See Herein	
12	NSN - NNO: 3040-12-326-3626 CYLINDER ASSEMBLY, ACTUATING, LINEAR SPECIFY PROPOSED PART NUMBER: _____ SPECIFY PROPOSED NSCM: _____ NSCM/CAGE - COF/CAGE: D0704 Part No. - N° de la partie: 2.428301	WB941	W1941	3	EA	\$	XXXXXXXXXXXX	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM	Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
13	NSN - NNO: 5331-12-325-6530 O-RING SPECIFY PROPOSED PART NUMBER: SPECIFY PROPOSED NSCM: NSCM/CAGE - COF/CAGE: D0704 Part No. - N° de la partie: 0010613790	WB941	W1941	20	EA	\$		XXXXXXXXXXXX	See Herein	
14	NSN - NNO: 2530-12-193-7148 ACTUATOR, SPRING BRAKE SPECIFY PROPOSED PART NUMBER: SPECIFY PROPOSED NSCM: NSCM/CAGE - COF/CAGE: D0704 Part No. - N° de la partie: 2.455308	WB941	W1941	16	EA	\$		XXXXXXXXXXXX	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
15	NSN - NNO: 2530-01-545-0968 CAMSHAFT,ACTUATING,BRAKE SHOE SPECIFY PROPOSED PART NUMBER:  SPECIFY PROPOSED NSCM:  NSCM/CAGE - COF/CAGE: 64829 Part No. - N° de la partie: E-684	W248A	W2481	16	EA	\$	XXXXXXXXXXXX	See Herein	
16	NSN - NNO: 2530-01-545-0967 CAMSHAFT,ACTUATING,BRAKE SHOE SPECIFY PROPOSED PART NUMBER:  SPECIFY PROPOSED NSCM:  NSCM/CAGE - COF/CAGE: 64829 Part No. - N° de la partie: E-685	W248A	W2481	16	EA	\$	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.

### **4. Interpretation**

The mandatory requirements stated in this Request for Proposal use the words "shall" or "must" or "mandatory". Proposals not meeting all of the mandatory requirements will be given no further consideration.

## 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 (**2011-05-16**) 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

Subsection **12.1 of 2003**, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Replace subsection 1. (a) and (b) with the following:

1. Canada may reject an offer where any of the following circumstances is present:
  - (a) the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;
  - (b) an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform;

#### 1.1 SACC Manual Clauses

A9130T	Controlled Goods Program	2011-05-16
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.

Solicitation No. - N° de l'invitation

W8486-123687/A

Amd. No. - N° de la modif.

File No. - N° du dossier

hp918W8486-123687

Buyer ID - Id de l'acheteur

hp918

CCC No./N° CCC - FMS No/ N° VME

W8486-123687

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Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

#### **4. Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). 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 must state under the "Line Item Detail" if they propose the part number requested or an equivalent product.

#### 2.1 Equivalent Products

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

2.1.1 Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:

- (a) designates the brand name, model and/or part number of the substitute product;
- (b) states that the substitute product is fully interchangeable with the item specified;
- (c) provides complete specifications and descriptive literature for each substitute product;
- (d) provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
- (e) clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.

2.1.2 Products offered as equivalent in form, fit, function and quality will not be considered if:

- (a) the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
- (b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
- 2.1.3 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.

## 2.2 Substitute Products - Samples (DND)

If the Bidder offers a substitute product, Canada reserves the right to request a sample from the Bidder in order to determine its equivalency in form, fit, function, quality and performance to the item specified in the bid solicitation.

The Bidder must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within **fourteen (14)** calendar days from the date of request. The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirements of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive.

## 3. Financial Bid

- 3.1 Bidders must submit their financial bid in accordance with the Basis of Payment identified in **Part 6 - RESULTING CONTRACT CLAUSES**, at **Article 6.1 Basis of Payment -Firm Price**.
- 3.2 The Bidder must submit firm unit prices in "Line Item Detail" only. No prices must be indicated in any other section of the bid.
- 3.3 Pricing - Multi-Item Bid Solicitation
- Bidders do not have to quote a price for all items identified in the bid solicitation. However, Bidders must quote a price for all items with identical Nato Stock Numbers in order to be evaluated.
- 3.4 SACC Manual Clauses

C3011T	Exchange Rate Fluctuation	2010-01-11
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## 4. Certifications and Additional Information

Bidders must submit the certifications required under Part 5.

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#### 4.1 Additional Information

Canada requests that bidders submit the following information:

##### 4.1.1 Delivery Date

Delivery is highly desirable for October 5, 2012.

The bidder is to state the delivery offered:

Item 001 (Hose Assembly, Nonmetallic) : \_\_\_\_\_ **Calendar days** from the effective date of the contract.

Item 002 (Hose, Nonmetallic) : \_\_\_\_\_ **Calendar days** from the effective date of the contract.

Item 003 (Heating Element, Electrical, Immersion TYP) : \_\_\_\_\_ **Calendar days** from the effective date of the contract.

Item 004 (Bolt, Plow  $\frac{3}{4}$  NCX2 IN, GR8, Cutting Edge) : \_\_\_\_\_ **Calendar days** from the effective date of the contract.

Item 005 (Bolt, Plow  $\frac{3}{4}$  NCX2 IN, GR8, Cutting Edge) : \_\_\_\_\_ **Calendar days** from the effective date of the contract.

Item 006 (Belt V) : \_\_\_\_\_ **Calendar days** from the effective date of the contract.

Item 007 (Hose, Nonmetallic) : \_\_\_\_\_ **Calendar days** from the effective date of the contract.

Item 008 (Hose, Nonmetallic) : \_\_\_\_\_ **Calendar days** from the effective date of the contract.

Item 009 (Hose Assembly, Nonmetallic) : \_\_\_\_\_ **Calendar days** from the effective date of the contract.

Item 010 (Valve, Callibrated Flow) : \_\_\_\_\_ **Calendar days** from the effective date of the contract.

Item 011 (Disc, Brake) : \_\_\_\_\_ **Calendar days** from the effective date of the contract.

Item 012 (Cylinder Assembly, Actuating, Linear) : \_\_\_\_\_ **Calendar days** from the effective date of the contract.

Item 013 (O-ring) : \_\_\_\_\_ **Calendar days** from the effective date of the contract.

Item 014 (Actuator, Spring Brake) : \_\_\_\_\_ **Calendar days** from the effective date of the contract.

Item 015 (Camshaft, Actuating, Brake Shoe) : \_\_\_\_\_ **Calendar days** from the effective date of the contract.

Item 016 (Camshaft, Actuating, Brake Shoe) : \_\_\_\_\_ **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 At time of bid closing, a proposal must include all technical information requested in this RFP, to enable a full and complete evaluation of the product(s) offered.
- 2.2 The technical evaluation is for the purpose of determining if the goods and/or services offered meet all mandatory technical criteria.

### 3. Financial Evaluation

- 3.1 Unit prices will be evaluated in accordance with the proposed prices identified in the "Line Item Detail" and the mandatory Basis of Payment as detailed in Part 6 - RESULTING CONTRACT CLAUSES, at Article 6.1 Basis of Payment - Firm Price herein.
- 3.2 Bidders must quote a price for all destinations with the same Nato Stock Number (NSN).

### 4. Basis of Selection

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

## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### 1. 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.

#### 1.1 Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a)  is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b)  is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c)  is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d)  has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_.

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

<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 (2011-05-16)** 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** (Hose Assembly, Nonmetallic) : must be delivered on or before \_\_\_\_\_ (Date to be inserted by the Contracting Authority at time of contract award.)

**Item 002** (Hose, Nonmetallic) : must be delivered on or before \_\_\_\_\_ (Date to be inserted by the Contracting Authority at time of contract award.)

**Item 003** (Heating Element, Electrical, Immersion TYP) : must be delivered on or before \_\_\_\_\_ (Date to be inserted by the Contracting Authority at time of contract award.)

**Item 004** (Bolt, Plow ¾ NCX2 IN, GR8, Cutting Edge) : must be delivered on or before \_\_\_\_\_ (Date to be inserted by the Contracting Authority at time of contract award.)

**Item 005** (Bolt, Plow ¾ NCX2 IN, GR8, Cutting Edge) : must be delivered on or before \_\_\_\_\_ (Date to be inserted by the Contracting Authority at time of contract award.)

**Item 006** (Belt V) : must be delivered on or before \_\_\_\_\_ (Date to be inserted by the Contracting Authority at time of contract award.)

**Item 007** (Hose, Nonmetallic) : must be delivered on or before \_\_\_\_\_ (Date to be inserted by the Contracting Authority at time of contract award.)

**Item 008** (Hose, Nonmetallic) : must be delivered on or before \_\_\_\_\_ (Date to be inserted by the Contracting Authority at time of contract award.)

**Item 009** (Hose Assembly, Nonmetallic) : must be delivered on or before \_\_\_\_\_ (Date to be inserted by the Contracting Authority at time of contract award.)

**Item 010** (Valve, Calibrated Flow) : must be delivered on or before \_\_\_\_\_ (Date to be inserted by the Contracting Authority at time of contract award.)

**Item 011** (Disc, Brake) : must be delivered on or before \_\_\_\_\_ (Date to be inserted by the Contracting Authority at time of contract award.)

**Item 012** (Cylinder Assembly, Actuating, Linear) : must be delivered on or before \_\_\_\_\_ (Date to be inserted by the Contracting Authority at time of contract award.)

**Item 013** (O-Ring) : must be delivered on or before \_\_\_\_\_ (Date to be inserted by the Contracting Authority at time of contract award.)

**Item 014** (Actuator, Spring Brake) : must be delivered on or before \_\_\_\_\_ (Date to be inserted by the Contracting Authority at time of contract award.)

**Item 015** (Camshaft, Actuating, Brake Shoe) : must be delivered on or before \_\_\_\_\_ (Date to be inserted by the Contracting Authority at time of contract award.)

**Item 016** (Camshaft, Actuating, Brake Shoe) : 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:

**Huda Dahir**

Supply Officer

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: 819 956-1702

**E-mail address: [huda.dahir@pwgsc-tpsgc.gc.ca](mailto:huda.dahir@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: *(To be inserted by PWGSC at time of contract award)*

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 Contractor's Representative

Name and telephone number of the person responsible for :

#### General enquiries

Name: \_\_\_\_\_ (To be completed by the bidder.)  
 Title: \_\_\_\_\_  
 Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
 Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
 E-mail: \_\_\_\_\_

#### Delivery follow-up

Name: \_\_\_\_\_ (To be completed by the bidder.)  
 Title: \_\_\_\_\_  
 Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
 Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
 E-mail: \_\_\_\_\_

## 6. Payment

### 6.1 Basis of Payment -Firm Unit Price

- 6.1.1 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), as specified in "Line Item Detail".
- 6.1.2 All firm unit prices in Canadian dollars must be Delivery Duty Paid (DDP) at destination, Incoterms 2000, including Canadian Custom Duties and Excise taxes where applicable, Goods and Services tax (GST) or Harmonized Sales Tax (HST) extra, if applicable.
- 6.1.3 For the firm price portion of the Work only, Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### 6.2 SACC Manual Clauses

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

## 7. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

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

- (a) The original and one (1) copy must be forwarded to the consignee for certification and payment;
- (b) One (1) copy must be forwarded to the 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: to be inserted by PWGSC**

**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 (2011-05-16) General Conditions - Goods (Medium Complexity);
- (c) Line Item Detail;
- (d) the Contractor's bid dated \_\_\_\_\_

**11. SACC Manual Clauses**

A9006C	Defence Contract	2008-05-12
B7500C	Excess Goods	2006-06-16
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D2025C	Wood Packaging Materials	2008-12-12
D5545C	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)	2010-08-16
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
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## 12. Preparation for Delivery

12.1 The Contractor must prepare items 003, 004, 005, 006, 010, 011, 012, 014, 015, 016 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 items 003, 004, 005, 006, 010, 011, 012, 014, 015, 016 in quantities of one (1) per package.

12.2 The Contractor must prepare items 001, 002, 007, 008, 009 for delivery in accordance with the latest issue of the Canadian Forces packaging specifications:

(a) D-LM-008-030/SF-001, Hose, Rubber, Plastic, Fabric or Metal (including tubing) and Fittings, Nozzles and Strainers.

12.3 The Contractor must prepare item 013 for delivery in accordance with the latest issue of the Canadian Forces packaging specifications:

(a) D-LM-008-026/SF-001, Preformed Packing, Gaskets or Seals (rubber natural/synthetic, cork, asbestos or leather).

## 13. Additional Package Markings - Identical

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

For items 001, 002, and 003:

- (a) manufacturer's name;
- (b) batch or lot number;
- (c) cure date of rubber components;
- (d) date of manufacture;
- (e) expiration date of shelf life.

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

## 14. 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.

## 15. Shipping Instructions - DDP Destination

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

Incoterms 2000 "DDP Delivered Duty Paid" :

Items 001, 005, 007, 008, 015, and 016 to CFB Edmonton.

Items 002, 003, 004, 006, 009, 010, 011, 012, 013, and 014 to CFB Montreal.