

**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> EO FCS TECHNICIAN'S TOOL KITS	
<b>Solicitation No. - N° de l'invitation</b> W8476-12BB05/B	<b>Date</b> 2012-02-21
<b>Client Reference No. - N° de référence du client</b> W8476-12BB05	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HP-524-59357	
<b>File No. - N° de dossier</b> hp524.W8476-12BB05	<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 2012-04-03</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Hunt, Sandra	<b>Buyer Id - Id de l'acheteur</b> hp524
<b>Telephone No. - N° de téléphone</b> (819) 956-3993 ( )	<b>FAX No. - N° de FAX</b> (819) 953-2953
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

**Issuing Office - Bureau de distribution**  
Vehicles & Industrial Products Division  
11 Laurier St./11, rue Laurier  
7A2, Place du Portage, Phase III  
Gatineau, Québec K1A 0S5

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

**This bid solicitation cancels and supersedes previous bid solicitation number W8476-12BB05/A dated 28 October 2011 with a closing of 7 December 2011 at 2:00 PM EST.**

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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Requirement**

Canada is seeking proposals to procure:

2.1 Fifty-four (54) Electronic and Optronic Fire Control System (EO FCS) Technician's Tool Kits as described in Annex "A" - Pricing and in accordance with Annex "B" - Electronic and Optronic Fire Control System (EO FCS) Technician's Tool Kits.

2.2 Irrevocable options identified in Annex "A"- Pricing.

2.2.1 The options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

2.2.2 The options may be exercised in whole or in part and on more than one occasion at the sole discretion of Canada, up to the maximum quantity identified in Annex "A"- Pricing.

2.2.3 The options may be exercised within twelve (12) months after contract award.

### **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

B1000T	Condition of Material	2007-11-30
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## 2. Submission of Bids

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

## 3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **seven (7) calendar days** before the bid closing date. Enquiries received after that time may not be answered.

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

## 4. Applicable Laws

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

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

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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 in Annex "B" - Electronic and Optronic Fire Control System (EO FCS) Technician's Tool Kits if they propose the part number(s) requested or an equivalent product.

Bidders must complete and submit the following document with their bid:

- Annex "B" - Electronic and Optronic Fire Control System (EO FCS) Technician's Tool Kits.

#### **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.

### 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 Annex "A" - Pricing only. No prices must be indicated in any other section of the bid.



### 3.3. 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.

### 4.1 Additional Information

Canada requests that bidders submit the following information:

#### Delivery:

#### 4.1.1 Firm Quantity

While delivery of the Electronic and Optronic Fire Control System (EO FCS) Technician's Tool Kits is highly desirable on or before 25 June 2012, the best delivery that can be offered is as follows:

Item 001: \_\_\_\_\_ **Weeks/Calendar days** from the effective date of the contract.

Item 002: \_\_\_\_\_ **Weeks/Calendar days** from the effective date of the contract.

Item 003: \_\_\_\_\_ **Weeks/Calendar days** from the effective date of the contract.

Item 004: \_\_\_\_\_ **Weeks/Calendar days** from the effective date of the contract.

Item 005: \_\_\_\_\_ **Weeks/Calendar days** from the effective date of the contract.

#### 4.1.2 Optional Quantity

If an option is exercised, the best delivery that can be offered is as follows:

Item 006 – Up to thirty (30) Electronic and Optronic Fire Control System (EO FCS) Technician's Tool Kits will be delivered within \_\_\_\_\_ calendar days after an option is exercised.

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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 The evaluation team will determine first if there are three (3) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.
- 1.4 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 purpose of the technical evaluation is to determine if the goods and/or services offered meet all mandatory technical requirements outlined in the documents enumerated hereafter and as required in 2. Technical Bid of Part 3 -BID PREPARATION INSTRUCTIONS:
  - Annex “B” - Electronic and Optronic Fire Control System (EO FCS) Technician’s Tool Kits.

### **3. Financial Evaluation**

- 3.1 The purpose of the financial evaluation is to determine the aggregate price, based on the information submitted in Annex “A” - Pricing.
- 3.2 Aggregate Price Calculation.

Bids will be evaluated on an aggregate price basis for the firm quantity and the optional quantity.

#### **4. Basis of Selection**

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

### **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 - \$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.

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

## 2. Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

### 2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.

#### The Bidder certifies that:

the good(s) offered are Canadian goods as defined in paragraph 1 of clause A3050T.

## 3. SACC Manual Clauses

A3050T	Canadian Content Definition	2010-01-11
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## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

- 2.1 The Contractor must deliver Fifty-four (54) Electronic and Optronics Fire Control System (EO FCS) Technician's Tool Kits as described in Annex "A" - Pricing and in accordance with Annex "B" - Electronic and Optronics Fire Control System (EO FCS) Technician's Tool Kits attached hereto.
- 2.2 The Contractor grants to Canada irrevocable options identified in Annex "A" - Pricing.
  - 2.2.1 The options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.
  - 2.2.2 The options may be exercised in whole or in part and on more than one occasion at the sole discretion of Canada, up to the maximum quantity identified in Annex "A" - Pricing.
  - 2.2.3 The options may be exercised within twelve (12) months after contract award.

### 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:

#### 4.1.1 Firm Quantity

The Contractor must make the delivery as follows:

Item 001: must be delivered on or before \_\_\_\_\_ (Date to be inserted by the Contracting Authority at time of contract award.)

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

Item 003: must be delivered on or before \_\_\_\_\_ (Date to be inserted by the Contracting Authority at time of contract award.)

Item 004: must be delivered on or before \_\_\_\_\_ (Date to be inserted by the Contracting Authority at time of contract award.)

Item 005: must be delivered on or before \_\_\_\_\_ (Date to be inserted by the Contracting Authority at time of contract award.)

#### 4.1.2 Optional Quantity

Item 006 - Up to thirty (30) Electronic and Optronic Fire Control System (EO FCS) Technician's Tool Kits to be delivered within \_\_\_\_\_ calendar days after an option is exercised. (To be inserted by PWGSC at time of contract award.)

## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Sandra Hunt

Title: Supply Specialist

Public Works and Government Services Canada - Acquisitions Branch

LEFT Directorate, HP Division,

7A2, Place du Portage, Phase 3, 11 Laurier Street, Gatineau Quebec. K1A 0S5

Telephone: 819 956-3993

Facsimile: 819 953-2953

E-mail address: sandra.hunt@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

## 5.2 Procurement Authority

The Procurement Authority for the Contract is:

Name: \_\_\_\_\_ (To be inserted by PWGSC at time of contract award.)  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
 Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
 E-mail: \_\_\_\_\_

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

## 5.3 Technical Authority

The Technical Authority for the Contract is:

Name: \_\_\_\_\_ (To be inserted by PWGSC at time of contract award.)  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
 Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
 E-mail: \_\_\_\_\_



The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### 5.4 Contractor's Representative

Name and telephone number of the person responsible for :

##### General enquiries

Name: \_\_\_\_\_ (To be completed by the Bidder)

Title: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_

Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_

E-mail: \_\_\_\_\_

##### Delivery follow-up

Name: \_\_\_\_\_ (To be completed by the Bidder)

Title: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_

Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_

E-mail: \_\_\_\_\_

## 6. Payment

### 6.1 Basis of Payment -Firm Unit Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm unit price(s), as specified in Annex "A" - Pricing.

Basis of Payment (BOP) Type 1: Firm unit prices in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, including Canadian Custom Duties and Excise Taxes included where applicable, Goods and Services tax/Harmonized Sales Tax extra.

Basis of Payment (BOP) Type 2: Firm unit prices in Canadian dollars, FCA Free Carrier, Incoterms 2000 at Contractor's Canadian facility or Contractor's Canadian distribution point, including Canadian Custom Duties and Excise Taxes included where applicable, Goods and Services Tax/Harmonized Sales Tax extra.

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

H1001C	Multiple Payments	2008-05-12
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## 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 following address for certification and payment:

Department of National Defence  
National Defence Headquarters  
Mgen. George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, Ontario K1A 0K2  
**Attention: DLP 9-2-2**

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

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

## 8. Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire contract period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for Default.

### 8.1 SACC Manual Clauses

A3060C	Canadian Content Certification	2008-05-12
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## 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) Annex "A" - Pricing;
- (d) Annex "B" - Electronic and Optronics Fire Control System (EO FCS) Technician's Tool Kits;
- (d) the Contractor's bid dated \_\_\_\_\_.

## 11. SACC Manual Clauses

A9006C	Defence Contract	2008-05-12
B4042C	Identification Markings	2008-05-12
B7500C	Excess Goods	2006-06-16
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D2025C	Wood Packaging Materials	2010-01-11
D5510C	Quality Assurance Authority (DND) - Canadian-based Contractor	2011-05-16
D5540C	ISO 9001:2008 Quality Management Systems - Requirements (QAC Q)	2010-08-16

D5606C	Release Documents - Canadian-based Contractors	2007-11-30
D6009C	Shipping Instructions - Delivery and Destination Schedules Unknown	2008-05-12
D6010C	Palletization	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30
G1005C	Insurance	2008-05-12

## 12. Preparation for Delivery

The Contractor must prepare all items for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package all items inside two tool boxes (Items 95 and 111) as per Annex "B"- Electronic and Optronic Fire Control System (EO FCS) Technician's Tool Kits attached. Items are to be packed to ensure safe transportability.

**NOTE:** The Technical Authority will view the first kit to finalize packaging requirements. Once the first kit is packaged and approved by the Technical Authority, all other kits will be packaged identically.

## 13. Condition of Material - DND

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

## 14. Shipping Instructions - DDP Destination - Firm Quantity

- 14.1 The Contractor must ship the goods prepaid DDP - Delivered Duty Paid in accordance with the named places of destination described in Annex "A" - Pricing. 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.
- 14.2 The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments with the contacts specified in Annex "A" - Pricing for each place of destination. The consignee may refuse shipments when prior arrangements have not been made.

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## 15. Shipping Instructions - Optional Quantity

- 15.1 Delivery will be FCA Free Carrier at the Contractor's Canadian facility or Contractor's Canadian distribution point, Incoterms 2000. The Contractor must load the goods onto the carrier designated by the DND. Onward shipment from the delivery point to the consignee will be Canada's responsibility.
- 15.2 Before shipping the goods, the Contractor must make arrangements with the Procurement Authority for each place of destination. The consignee may refuse shipments when prior arrangements have not been made.
- 15.3 The Contractor must not ship the goods before receiving shipping instructions from the Procurement Authority.
- 15.4 If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the contractor must reimburse Canada any additional expenses and costs incurred.
- 15.5 If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

## 16. Release Documents - Distribution

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

- (a) Copy 1: mail to consignee marked: "Attention: Receipts Officer";
- (b) Copies 2 and 3: with shipment (in a waterproof envelope) to the consignee;
- (c) Copy 4: to the Contracting Authority;
- (d) Copy 5: to:

National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2  
Attention: DLP 9-2-2

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(e) Copy 6: to the Quality Assurance Representative;

(f) Copy 7: to the Contractor;

(g) Copy 8: 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.

## ANNEX "A" - PRICING

### Item 001 (Firm Quantity)

Electronic and Optronic Fire Control System (EO FCS) Technician's Tool Kits.

The Contractor must deliver the Electronic and Optronic Fire Control System (EO FCS) Technician's Tool Kits in accordance with Annex "B" - Electronic and Optronic Fire Control System (EO FCS) Technician's Tool Kits to:

Canadian Forces Base Edmonton  
1 Service Battalion  
Bldg 179 Door #12  
Garrison Edmonton  
Edmonton, AB  
T5J 4J5

Delivery contact: \_\_\_\_\_ (Name to be inserted by PWGSC at time of contract award.)

Date of delivery: \_\_\_\_\_ (Date to be inserted by PWGSC at time of contract award.)

Firm unit price of \$ \_\_\_\_\_ per Electronic and Optronic Fire Control System (EO FCS) Technician's Tool Kit including all equipment, in accordance with Basis of Payment Type 1 as detailed at Clause 6.1 Basis of Payment.

**Quantity: 14**

### Item 002 (Firm Quantity)

Electronic and Optronic Fire Control System (EO FCS) Technician's Tool Kits.

The Contractor must deliver the Electronic and Optronic Fire Control System (EO FCS) Technician's Tool Kits in accordance with Annex "B" - Electronic and Optronic Fire Control System (EO FCS) Technician's Tool Kits to:

Canadian Forces Base Petawawa  
2 Service Battalion  
Building K-101  
182 Peacekeeper Way  
Petawawa, ON  
K8H 2X3

Delivery contact: \_\_\_\_\_ (Name to be inserted by PWGSC at time of contract award.)

Date of delivery: \_\_\_\_\_ (Date to be inserted by PWGSC at time of contract award.)

Firm unit price of \$ \_\_\_\_\_ per Electronic and Optronic Fire Control System (EO FCS) Technician's Tool Kit including all equipment, in accordance with Basis of Payment Type 1 as detailed at Clause 6.1 Basis of Payment.

**Quantity: 14**

**Item 003 (Firm Quantity)**

Electronic and Optronic Fire Control System (EO FCS) Technician's Tool Kits.

The Contractor must deliver the Electronic and Optronic Fire Control System (EO FCS) Technician's Tool Kits in accordance with Annex "B" - Electronic and Optronic Fire Control System (EO FCS) Technician's Tool Kits to:

Canadian Forces Base Valcartier  
5 Service Battalion  
Building 367  
Courcelette, QC  
G0A 4Z0

Delivery contact: \_\_\_\_\_ (Name to be inserted by PWGSC at time of contract award.)

Date of delivery: \_\_\_\_\_ (Date to be inserted by PWGSC at time of contract award.)

Firm unit price of \$ \_\_\_\_\_ per Electronic and Optronic Fire Control System (EO FCS) Technician's Tool Kit, including all equipment, in accordance with Basis of Payment Type 1 as detailed at Clause 6.1 Basis of Payment.

**Quantity: 14**

**Item 004 (Firm Quantity)**

Electronic and Optronic Fire Control System (EO FCS) Technician's Tool Kits.

The Contractor must deliver the Electronic and Optronic Fire Control System (EO FCS) Technician's Tool Kits in accordance with Annex "B" - Electronic and Optronic Fire Control System (EO FCS) Technician's Tool Kits to:



Canadian Forces Base Gagetown  
3 Area Support Group Maint Coy  
Building B-10  
Oromocto, NB  
E2V 4J5

Delivery contact: \_\_\_\_\_ (Name to be inserted by PWGSC at time of contract award.)

Date of delivery: \_\_\_\_\_ (Date to be inserted by PWGSC at time of contract award.)

Firm unit price of \$ \_\_\_\_\_ per Electronic and Optronic Fire Control System (EO FCS) Technician's Tool Kit, including all equipment, in accordance with Basis of Payment Type 1 as detailed at Clause 6.1 Basis of Payment.

**Quantity: 9**

**Item 005 (Firm Quantity)**

Electronic and Optronic Fire Control System (EO FCS) Technician's Tool Kits.

The Contractor must deliver the Electronic and Optronic Fire Control System (EO FCS) Technician's Tool Kits in accordance with Annex "B" - Electronic and Optronic Fire Control System (EO FCS) Technician's Tool Kits to:

25 CFSD Montreal DET Laval  
185 Bellerose Ouest  
Laval, QC  
H7L 6A1

Delivery contact: \_\_\_\_\_ (Name to be inserted by PWGSC at time of contract award.)

Date of delivery: \_\_\_\_\_ (Date to be inserted by PWGSC at time of contract award.)

Firm unit price of \$ \_\_\_\_\_ per Electronic and Optronic Fire Control System (EO FCS) Technician's Tool Kit, including all equipment, in accordance with Basis of Payment Type 1 as detailed at Clause 6.1 Basis of Payment.

**Quantity: 3**

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**Item 006 (Optional Quantity)**

Electronic and Optronic Fire Control System (EO FCS) Technician's Tool Kits.

If this option is exercised, the Contractor must deliver the Electronic and Optronic Fire Control System (EO FCS) Technician's Tool Kits in accordance with Annex "B" - Electronic and Optronic Fire Control System (EO FCS) Technician's Tool Kits.

**Quantity: Up to thirty (30)**

Firm unit price of \$ \_\_\_\_\_ per Electronic and Optronic Fire Control System (EO FCS) Technician's Tool Kit, including all equipment, in accordance with Basis of Payment Type 2 as detailed at Clause 6.1 Basis of Payment.