

**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> CABLE ASSEMBLY,POWER	
<b>Solicitation No. - N° de l'invitation</b> W8486-120560/B	<b>Date</b> 2012-03-19
<b>Client Reference No. - N° de référence du client</b> W8486-120560	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HN-323-60109	
<b>File No. - N° de dossier</b> hn323.W8486-120560	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-04-04</b>	<b>Time Zone Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Dubeau, Stéphane	<b>Buyer Id - Id de l'acheteur</b> hn323
<b>Telephone No. - N° de téléphone</b> (819) 956-1533 ( )	<b>FAX No. - N° de FAX</b> (819) 953-4944
<b>Destination - of Goods, Services, and Construction: 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**

Electrical & Electronics Products Division  
11 Laurier St./11, rue Laurier  
6B1, 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 (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.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	NSN - NNO: 6150-21-920-6887 CABLE ASSEMBLY, POWER, ELECTRICAL NSN : 6150-21-920-6887 • Description: CONDUCTOR QUANTITY: 7 OVERALL LENGTH: 15.0 FEET TERMINATION TYPE: BOTH ENDS ALL CONDUCTORS CONNECTOR SPECIAL FEATURES: COILED TRAILER CABLE ASSEMBLY, 7-CONDUCTOR ECONOMY, 14 AWG END ITEM IDENTIFICATION: 15 TON PLS TRAILER • NSCM: 56996 Company: DEPARTMENT OF THE ARMY HQ³UNITED STATES ARMY COMMUNICATIONS³RESEARCH AND DEVELOPMENT COMMAND Address: 12 WD BLDG 601 MCAFEECENTER Zip Code: 07703 City: FORT MONMOUTH State: NJ Country: UNITED STATES Part Number: 87041 • NSCM: 1F3G5 Company: R. A. PHILLIPS INDUSTRIES INC.³DBA PHILLIPS INDUSTRIES Address: 12012 BURKE ST Zip Code: 90670-0000 City: SANTA FE SPRINGS State: CA Country: UNITED STATES	WB941	W1941	20	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
1	Part Number: 24-4621 • Proposed NSCM : _____ Proposed Part: _____ NSCM/CAGE - COF/CAGE: 3AE86 Part No. - N° de la partie: 764210							



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
2	NSN - NNO: 6150-21-920-6887 CABLE ASSEMBLY,POWER,ELECTRICAL NSN : 6150-21-920-6887 • Description: CONDUCTOR QUANTITY: 7 OVERALL LENGTH: 15.0 FEET TERMINATION TYPE: BOTH ENDS ALL CONDUCTORS CONNECTOR SPECIAL FEATURES: COILED TRAILER CABLE ASSEMBLY, 7-CONDUCTOR ECONOMY, 14 AWG END ITEM IDENTIFICATION: 15 TON PLS TRAILER • NSCM: 56996 Company: DEPARTMENT OF THE ARMY HQ³UNITED STATES ARMY COMMUNICATIONS³RESEARCH AND DEVELOPMENT COMMAND Address: 12 WD BLDG 601 MCAFEECENTER Zip Code: 07703 City: FORT MONMOUTH State: NJ Country: UNITED STATES Part Number: 87041or equivalent • NSCM: 1F3G5 Company: R. A. PHILLIPS INDUSTRIES INC.³DBA PHILLIPS INDUSTRIES Address: 12012 BURKE ST Zip Code: 90670-0000 City: SANTA FE SPRINGS State: CA Country: UNITED STATES	W248A	W2481	15	Each	\$XXXXXXXXXXXXX	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
2	Part Number: 24-4621 or equivalent • Proposed NSCM : _____ Proposed Part: _____ NSCM/CAGE - COF/CAGE: 3AE86 Part No. - N° de la partie: 764210							

Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of l. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
3	NSN - NNO: 6130-21-920-6730 POWER SUPPLY NSN : 6130-21-920-6730  • Description: OUTPUT VOLTAGE RATING: SINGLE POWER OUTPUT 12.0 DC VOLTS NOMINAL INPUT VOLTAGE RATING: SINGLE OPERATING POWER RQMT 24.0 DC VOLTS NOMINAL SPECIAL FEATURES: VOLTAGE CONVERTER; DC-DC 24-12 MILITARY KIT PART NAME ASSIGNED BY CONTROLLING AGENCY: DC CONVERTER, PLS TRAILER  • NSCM: 36221 Company: DEW ENGINEERING AND DEVELOPMENT ULC Address:3429 HAWTHORNE RD Postal Code: K1G 4G2 City: OTTAWA Province: ONTARIO Country: CANADA Part Number: 3508-0100-1or equivalent  • NSCM: L0236 Company: SRE CONTROLS Address: 440 PHILLIP STREET Postal Code: N2L 5R9 City: WATERLOO Province:ONTARIO Country: CANADA Part Number: SRE-DC2412-00 or equivalent	W248A	W248I	25	Each	\$ XXXXXXXXXXXXX	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	<ul style="list-style-type: none"><li>Proposed NSCM : _____ Proposed Part: _____ NSCM/CAGE - COF/CAGE: 36221 Part No. - N° de la partie: 3508-0100-1</li></ul>							

THIS BID SOLICITATION CANCELS AND SUPERSEDES PREVIOUS BID SOLICITATION NUMBER W8486-120560/A, ITEM 001, 002 AND 003 DATED 2011-10-03 WITH A CLOSING OF 2011-11-14 AT 02:00 PM.

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## PART 1 - GENERAL INFORMATION

### Note to Bidder

The Manufacturer must be the Original Equipment Manufacturer (OEM) or be approved by the OEM to manufacture the subject item(s) or that the proposed manufacturer has previously Manufactured the item(s) or provide other information for DND's review and acceptance to support the manufacturers capability. Such information will be required within 72 hours of notification of the bidder or the bidder may supply the information with the bid.

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

The contractor will be required to provide the goods in accordance with the technical requirements in the quantities stated under the Line Item Detail herein.

#### 2.1 Delivery Requirement

Delivery is requested to be completed as soon as possible.

#### 2.2 Delivery Offered

While delivery is requested as indicated above, the best delivery that could be offered are:

Item 001 complete by \_\_\_\_\_ (number of calendar days from any resulting contract)

Item 002 complete by \_\_\_\_\_ (number of calendar days from any resulting contract)

Item 003 complete by \_\_\_\_\_ (number of calendar days from any resulting contract)

#### 2.3 Contractor Contacts

Name and telephone number of the person responsible for:

### General enquiries

Name: \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 Facsimile No. \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

Solicitation No. - N° de l'invitation

W8486-120560/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hn323

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

W8486-120560

File No. - N° du dossier

hn323W8486-120560

CCC No./N° CCC - FMS No/ N° VME

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### **Delivery follow-up**

Name:

Telephone No.

Facsimile No.

E-mail address:

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### **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.

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## 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 standard instructions and conditions 2003 (16/05/2011) are incorporated by reference into and form part of the bid solicitation.

**Section 5.4 of 2003**, Standard Instructions - Goods or Services, is amended as follows:

Delete: sixty (60) calendar days

Insert: ninety (90) calendar days

**Section 8 of 2003**, Standard Instructions - Goods or Services, is amended as follows:

Insert: Upon request by Canada, the bidder must send written confirmation of the bid within five (5) working days.

**Section 12 of 2003**, Standard Instructions - Goods or Services, is amended as follows:

Delete subsection 1. (a) and (b).

Insert: 1. Canada may reject a bid 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

SACC Reference	Section	Date
A9033T	Financial Capability	16/05/11
B1000T	Condition of Material	30/11/07
A9130T	Controlled Goods Program (item 003)	16/05/11

### 1.1.1 Equivalent Products

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. 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.
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.

## 1.2 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 five (5) 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.

## 2. Submission of Bids

Bids must be submitted **ONLY TO PUBLIC WORKS AND GOVERNMENT SERVICES CANADA (PWGSC) BID RECEIVING UNIT** by the date, time and place indicated on page 1 of the bid solicitation.

## 3. Enquiries - Bid Solicitation

All enquiries must be submitted to the Contracting Authority no later than 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 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 provide their bid in separately bound sections as follows:

Section I: Technical Bid (2 copies)

Section II: Financial Bid (2 copies)

Section III: Certifications (1 copie)

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

Canada requests bidders to 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.

#### SECTION I: TECHNICAL BID (1 COPY)

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### SECTION II: FINANCIAL BID (1 COPY)

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

**a. Exchange Rate Fluctuation**

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

**b. Pricing Basis**

The bidder must quote firm unit prices in Canadian dollars, DDP Delivered Duty Paid, CFB Edmonton, Edmonton, Alberta and CFB Montreal, Montreal, Quebec, the Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) extra, as applicable. Freight charges to destination and all applicable Custom duties and Excise taxes must be included.

**Pricing - Multi-Item Bid Solicitation**

Bidders do not have to quote a price for every item in the bid solicitation in order to be evaluated. Bidders may withdraw one or more items after bid closing but prior to contract award by advising in writing the Contracting Authority.

**SECTION III: CERTIFICATIONS (1 COPIE)**

Bidders must submit the certifications required under Part 5.

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria specified below.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### Evaluation Criteria

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

### 1.1 Technical Evaluation

#### 1.1.1 Mandatory Technical Evaluation

The following **Mandatory** factors will be taken into consideration in the evaluation of each bid:

- Technical compliance (description of items 001 to 016 under Line Item Details section herein);
- Acceptance of terms and conditions as mentioned in the bid solicitation;
- Completion of the proposal;
- Bidders must provide with their bid a justification/explanation of the replaced part numbers and an attestation from the Original Equipment Manufacturer confirming their technical compliance, in order to be considered for the acceptance of a replaced part number (supersede or obsolete).

### 1.2 Financial Evaluation

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

The following **Mandatory** factors will be taken into consideration in the evaluation of each bid:

Compliance with Pricing Basis.

### 1.3 Conditions/Certifications Precedent to Contract

Federal Contractors Program as specified in Part 5  
Financial Capability as specified at Part 2, para 1.1.

## 2. Basis of Selection

- 2.1 A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive.
  - 2.1.1 **For item 003:** The responsive bid with the lowest evaluated price on an item by item basis will be recommended for award of a contract.
  - 2.1.2 **For items 001 and 002:** The lowest priced responsive bid will be recommended for award of a contract as follows: Items with identical NSN's to be delivered to multiple destinations will be awarded on a group basis (all destinations per NSN).

## PART 5 - CERTIFICATIONS

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

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

### 1. 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 or 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.

#### **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.

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*Signature*

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*Date*

## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

The contractor will be required to provide the goods in accordance with the technical requirements in the quantities stated under the Line Item Detail herein.

#### 2.1 SACC Manual Clauses

SACC Reference	Section	Date
B1501C	Electrical Equipment	16/06/06
B7500C	Excess Goods	16/06/06

### 3. Standard Conditions and Clauses

All clauses and conditions identified in the Contract 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.

#### 3.1 General Conditions

2010A (16/05/2011) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

#### 3.2 SACC Manual Clauses

SACC Reference	Section	Date
C2800C	Priority Rating	16/05/11
C2801C	Priority Rating - Canadian Contractors	16/05/11
A9131C	Controlled Goods Program (item 003)	16/05/11
B4060C	Controlled Goods (item 003)	16/05/11

#### 4. Term of Contract

##### 4.1 Delivery Date

All items must be received as follows:

While delivery is requested as indicated above, the best delivery that could be offered are:

Item 001 complete by \_\_\_\_\_ (number of calendar days from any resulting contract)

Item 002 complete by \_\_\_\_\_ (number of calendar days from any resulting contract)

Item 003 complete by \_\_\_\_\_ (number of calendar days from any resulting contract)

#### 5. Authorities

##### 5.1 Contracting Authority

The Contracting Authority for the contract is:

Stéphane Dubeau  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Logistics, Electrical, Fuel and Transportation Directorate  
"HN" Division  
7B3, Place du Portage, Phase III  
11 Laurier Street  
Gatineau, QC, K1A 0S5  
Telephone : (819) 956-1533  
Facsimile: (819) 953-4944, E-mail address: stephane.dubeau@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:

Name: will be inserted at contract

Title: will be inserted at contract

Telephone : (xxx) xxx-xxxx

Facsimile: (xxx) xxx-xxxx

E-mail address: Fill In

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 matter 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 Contacts

Name and telephone number of the person responsible for:

#### General Enquiries

Name: will be inserted at contract  
 Telephone No. will be inserted at contract  
 Facsimile No. will be inserted at contract  
 E-mail address: will be inserted at contract

#### Delivery Follow-up

Name: will be inserted at contract  
 Telephone No. will be inserted at contract  
 Facsimile No. will be inserted at contract  
 E-mail address: will be inserted at contract

## 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 prices* specified in the Contract under the Line Item Detail herein. Customs duties are *included* and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

### 6.2 Limitation of Price

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.

### 6.3 SACC Manual Clauses

<b>SACC Reference</b>	<b>Section</b>	<b>Date</b>
G1005C	Insurance	12/05/08
C2000C	Taxe-Foreign - based Contractor	30/11/07
H1001C	Multiple Payments	12/05/08

## 7. Invoicing Instructions

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

2. Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the following address for certification and payment.

National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON, K1A 0K2

Attention: \_\_\_\_\_.

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

Department of Public Works and Government Services  
"HN" Division  
7B3 Place du Portage, Phase III  
11 Laurier Street  
Gatineau, QC  
K1A 0S5

Attention: Stéphane Dubeau

- (c) one (1) copy must be forwarded to the consignee.

## 8. Certifications

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

## 9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## 10. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) 2010 A (16/05/2011) General Conditions - Goods (Medium Complexity);
- (c) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*).

## 11. Defence Contract

SACC Manual clause A9006C (12/05/2008) Defence Contract.

## 12. SACC Manual Clauses

SACC Reference	Section	Date
D5545C	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C) - all items	16/08/10

### 12.1 NSCM Traceability

Material supplied for the items specified in this contract is subject to investigation by the Crown. Material which can neither be demonstrated by the contractor as having originated directly from the NSCM specified for the item in this contract, nor as supplied with the specific written permission of this specified NSCM, are subject to the following action by the Crown.

The Crown may either:

- (a) terminate the contract for default with respect to that item, return the item to the Contractor at the Contractor's risk and expense, and demand and receive from the Contractor (who shall forthwith so pay) all reprourement and other costs incurred by the Crown, including any increased costs required for the purpose of expediting production; or
- (b) retain the item, and demand and receive from the Contractor (who shall forthwith so pay) the difference between the Contractor's costs relating to the item, as determined by the Crown, and the costs which, in the Crown's opinion, the Contractor would have incurred had it obtained and supplied an item which did not differ in any way from that specifically required under the contract.

### 13. SACC Manual Clauses (Delivery)

SACC Reference	Section	Date
D2001C	Labelling	30/11/07
D2000C	Marking	30/11/07
D6010C	Palletization	30/11/07
D9002C	Incomplete Assemblies	30/11/07
D2025C	Wood Packaging Materials	12/12/08

#### 13.1 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered: Delivered Duty Paid (DDP), CFB Edmonton, Edmonton, Alberta and CFB Montreal, Montreal, Quebec, Incoterms 2000 for shipments from a commercial contractor.

#### 13.2 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.

#### 13.2 Preparation for Delivery

The Contractor must prepare all item numbers 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 item numbers in quantities of one (1) by package.

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### 13.3 Shipping Instructions - Delivery and Destination Schedules Unknown

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid, CFB Esquimalt, Victoria British Columbia and Formation Commander, HMC Dockyard Halifax, Nova Scotia. Unless otherwise directed, delivery must be made by the most economical means. Shipping charges must be shown as a separate item on the Contractor's invoice. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and taxes.
2. The Contractor must deliver the goods to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.
  - (a) 7 CF Supply Depot Lancaster Park  
Edmonton, Alta  
Telephone: 780-973-4011, ext. 4524
  - (b) 25 CF Supply Depot Montreal  
Montreal, Qué.  
Telephone: 1-866-935-8673 (toll free), or  
514-252-2777, ext. 2363 / 4673 / 4282