

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des
soumissions - TPSGC
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet CABLE, POWER, ELECTRICAL	
Solicitation No. - N° de l'invitation W8482-121947/A	Date 2012-04-27
Client Reference No. - N° de référence du client W8482-121947	
GETS Reference No. - N° de référence de SEAG PW-\$\$HN-331-60369	
File No. - N° de dossier hn331.W8482-121947	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-06-11	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Turner, Louie	Buyer Id - Id de l'acheteur hn331
Telephone No. - N° de téléphone (819) 956-3975 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: 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

Delivery Required - Livraison exigée 2012-09-10	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
W0100	DEPARTMENT OF NATIONAL DEFENCE MAIN SUPPLY BLDG RECEIPTS OFF. D206 HMC DOCKYARD HALIFAX Nova Scotia B3K5X5 Canada	W010B	DEPARTMENT OF NATIONAL DEFENCE ACCT PAYABLE SECTION BUILDING #D155, 3RD FL HALIFAX Nova Scotia B3K5X5 Canada
W2B02	DEPARTMENT OF NATIONAL DEFENCE MAIN WAREHOUSE BLDG 66 COLWOOD VICTORIA British Columbia V9A7N2 Canada	W0103	DEPARTMENT OF NATIONAL DEFENCE CFB ESQUIMALT STN FORCES P.O.BOX 17000 VICTORIA British Columbia V9A7N2 Canada



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	6145-99-749-1074 CABLE, POWER, ELECTRICAL CONDUCTORS PLASTIC CROSS-LINKED POLYVINYLIDENE FLUORIDE MATERIAL: 1ST POSITION SHIELD BRAID, METALLIC ALL CONDUCTORS COPPER MATERIAL: 1ST POSITION SHEATH ALL CONDUCTORS PLASTIC MATERIAL: 2ND POSITION SHEATH ALL CONDUCTORS PLASTIC MATERIAL DOCUMENT AND CLASSIFICATION: 1ST POSITION SHEATH ALL CONDUCTORS ZEROHAL MFR REF SINGLE MATERIAL RESPONSE MATERIAL DOCUMENT AND CLASSIFICATION: 2ND POSITION SHEATH ALL CONDUCTORS ZEROHAL MFR REF SINGLE MATERIAL RESPONSE SURFACE TREATMENT: CORE CONDUCTOR ALL CONDUCTORS TIN SURFACE TREATMENT: 1ST POSITION SHIELD BRAID, METALLIC ALL CONDUCTORS TIN STRAND QUANTITY PER CONDUCTOR: ALL CONDUCTORS 19 STRAND AWG SIZE PER CONDUCTOR: ALL CONDUCTORS 16 CONDUCTOR ARRANGEMENT AND QUANTITY: 2 SINGLES COLOR: 1ST POSITION SECONDARY INSULATION FIRST CONDUCTOR BLACK COLOR: 1ST POSITION SECONDARY INSULATION SECOND CONDUCTOR WHITE COLOR: 2ND POSITION SHEATH ALL CONDUCTORS BLACK VOLTAGE RATING: ALL CONDUCTORS	W2B02	W0103	1750	MR	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	2012-09-10	



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	<p>600.0 AC MAXIMUM RATED WORKING VOLTAGE CROSS-SECTIONAL SHAPE STYLE: 6 ROUND CROSS SECTION OUTSIDE DIAMETER: 8.00 MILLIMETERS MINIMUM AND 8.40 MILLIMETERS MAXIMUM TEMP RATING: 250.0 DEG CELSIUS</p> <ul style="list-style-type: none"> CABLE LENGTHS: CABLES SHALL BE CONTINUOUS LENGTHS OF NOT LESS THAN 500 FEET (152 METERS), UNLESS OTHERWISE SPECIFIED. MULTIPLE LENGTHS MAY BE ON THE SAME REEL. EACH REEL SHALL BE MARKED INDICATING THE NUMBER OF LENGTHS AND THE LENGTH OF EACH PIECE ACCEPTABLE MANUFACTURERS PART NUMBERS: PART NUMBER: 2CSBF16 NSCM: 37495 SAINT JOHN SHIPBUILDING LTD, SAINT JOHN, NB PART NUMBER: EPD30992A NSCM: K1010 TYCO ELECTRONICS UK LTD, DORCAN, SWINDON, WI, GB ALTERNATE OR EQUIVALENT PART NUMBERS WILL BE CONSIDERED PROPOSED PART #: _____ PROPOSED NSCM: _____ 								



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2	6145-99-749-1074 CABLE, POWER, ELECTRICAL CONDUCTORS PLASTIC CROSS-LINKED POLYVINYLIDENE FLUORIDE MATERIAL: 1ST POSITION SHIELD BRAID, METALLIC ALL CONDUCTORS COPPER MATERIAL: 1ST POSITION SHEATH ALL CONDUCTORS PLASTIC MATERIAL: 2ND POSITION SHEATH ALL CONDUCTORS PLASTIC MATERIAL DOCUMENT AND CLASSIFICATION: 1ST POSITION SHEATH ALL CONDUCTORS ZEROHAL MFR REF SINGLE MATERIAL RESPONSE MATERIAL DOCUMENT AND CLASSIFICATION: 2ND POSITION SHEATH ALL CONDUCTORS ZEROHAL MFR REF SINGLE MATERIAL RESPONSE SURFACE TREATMENT: CORE CONDUCTOR ALL CONDUCTORS TIN SURFACE TREATMENT: 1ST POSITION SHIELD BRAID, METALLIC ALL CONDUCTORS TIN STRAND QUANTITY PER CONDUCTOR: ALL CONDUCTORS 19 STRAND AWG SIZE PER CONDUCTOR: ALL CONDUCTORS 16 CONDUCTOR ARRANGEMENT AND QUANTITY: 2 SINGLES COLOR: 1ST POSITION SECONDARY INSULATION FIRST CONDUCTOR BLACK COLOR: 1ST POSITION SECONDARY INSULATION SECOND CONDUCTOR WHITE COLOR: 2ND POSITION SHEATH ALL CONDUCTORS BLACK VOLTAGE RATING: ALL CONDUCTORS	W0100	W010B	1750	MR	\$	XXXXXXXXXXXX		2012-09-10	



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2	•								

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Security Requirement
2. Requirement
3. Debriefings

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Certifications Precedent to Contract Award

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Requirement
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. Defence Contract
12. SACC Manual Clauses
13. SACC Manual Clauses (Delivery)

PART 1 - GENERAL INFORMATION

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 stated herein and in the quantities stated at pages 3 to 7.

2.1 Delivery Requirement

Delivery is requested to be completed by September 10, 2012 .

2.2 Delivery Offered

While delivery is requested as indicated above, the best delivery that could be offered is _____.

2.3 Contractor Representatives

Name and telephone number of the person responsible for :

General enquiries

Name:

Telephone:

Facsimile:

E-mail:

Delivery follow-up

Name:

Telephone:

Facsimile:

E-mail:

Solicitation No. - N° de l'invitation

W8482-121947/A

Amd. No. - N° de la modif.

File No. - N° du dossier

hn331W8482-121947

Buyer ID - Id de l'acheteur

hn331

CCC No./N° CCC - FMS No/ N° VME

W8482-121947

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions*

(<https://buyandsell.gc.ca/policy-and-guidelines/>) 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) calendar days

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

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

1.1 SACC Manual Clauses

SACC Reference	Section	Date
A9033T	Financial Capability	2011-0
B1000T	Condition of Material	2007-1
B4024T	No Substitute Products	2006-0

1.2 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.

1.3 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 15 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.

1.4 Technical Documentation

TECHNICAL/DESCRIPTIVE LITERATURE MUST BE SUBMITTED AS PART OF THE BID PACKAGE PRIOR TO THE BID CLOSING DATE. FAILURE TO COMPLY WILL RENDER YOUR BID NON-RESPONSIVE. NOTE: NO EQUIVALENT PRODUCT IS CONSIDERED ALWAYS ACCEPTABLE.

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 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.

Solicitation No. - N° de l'invitation

W8482-121947/A

Amd. No. - N° de la modif.

File No. - N° du dossier

hn331W8482-121947

Buyer ID - Id de l'acheteur

hn331

CCC No./N° CCC - FMS No/ N° VME

W8482-121947

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.

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.

1.1. 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.

1.2 Pricing Basis

The bidder must quote firm unit prices in Canadian dollars, DDP Delivered Duty Paid CFB Esquimalt, British Columbia and HMS Dockyard, Halifax, Nova Scotia, 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.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

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

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

Technical compliance (description of items 1 to 2 from pages 3 to 7 herein);
Bids must be submitted for all destinations per NSN;
Acceptance of terms and conditions as mentioned in the bid solicitation;
Completion of the proposal.

1.2 Financial Evaluation

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

Compliance with Pricing Basis;

The Bid price will be determined by processing items 1 to 2 at pages 3 to 7 as follows:

- a. Sum of items with identical NSN's total price (unit price x qty.) (group 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.

Solicitation No. - N° de l'invitation

W8482-121947/A

Amd. No. - N° de la modif.

File No. - N° du dossier

hn331W8482-121947

Buyer ID - Id de l'acheteur

hn331

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

W8482-121947

CCC No./N° CCC - FMS No/ N° VME

2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive.

The lowest priced responsive bid will be recommended for award of a contract as follows:

- a. 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 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 - Certification

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.

Signature _____ *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 stated herein and in the quantities stated at pages 3 to 7.

2.1 Quantity - Minimum/Maximum

A minimum delivery of 90 percent or a maximum delivery of 110 percent of the total quantity is acceptable to satisfy this requirement.

Note cable lengths: Cables shall be continuous lengths of not less than 500 feet (152 meters), unless otherwise specified. Multiple lengths may be on the same reel. Each reel shall be marked indicating the number of lengths and the length of each piece.

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* (<https://buyandsell.gc.ca/policy-and-guidelines/>) Manual 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

All the deliverables must be received on or before _____ (Delivery as offered and as accepted will be inserted at contract award).

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Louie Turner
Supply Officer
 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) 956-3975
 Facsimile: (819) 953-4944
 E-mail address: louie.turner@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 Contractor's Representative

Name and telephone number of the person responsible for:

General Enquiries

Name: will be inserted at contract
 Telephone: will be inserted at contract
 Facsimile: will be inserted at contract
 E-mail: will be inserted at contract

Delivery Follow-up

Name: will be inserted at contract
 Telephone: will be inserted at contract
 Facsimile: will be inserted at contract
 E-mail: will be inserted at contract

Solicitation No. - N° de l'invitation
W8482-121947/A

Amd. No. - N° de la modif.
File No. - N° du dossier

Buyer ID - Id de l'acheteur
hn331

Client Ref. No. - N° de réf. du client
W8482-121947

File No. - N° du dossier
hn331W8482-121947

CCC No./N° CCC - FMS No/ N° VME

6. Payment

6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid "firm unit prices", as specified in the contract for a cost of \$ _____ (insert the amount at contract award). Customs duties are "included", and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

6.2 Limitation of Price

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

6.3 SACC Manual Clauses

SACC Reference	Section	Date
G1005C	Insurance	2008-C
H1001C	Multiple Payments	2008-C

6.4 Reels and Lags - Deposit

1. A deposit will be paid by the client department or agency on reels and lags as follows:

Reels \$ _____ Types/Size _____
Lags \$ _____ Types/Size _____

2. The deposit is refundable in full on reels and lags that are returned to the factory transportation costs prepaid and in good condition, within twelve (12) months from the date of shipment.

3. For each month over twelve (12) months, up to and including the 22nd month, a deduction of 5 percent by month will be made from the deposit, provided the reel or lag is returned to the factory transportation costs prepaid and in good condition.

-
4. After the 22nd month, 50 percent of the deposit is refundable for a reel or lag that is returned to the factory transportation costs prepaid and in good condition.

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 address shown on page 1 of the Contract for certification and payment.

(b) One (1) copy must be forwarded to the following address:

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON, K1A 0K2
Attention: D MAR P 4-3.

(c) 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: Louie Turner

8. Certifications

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

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. *(Insert the name of the province or territory as specified by the Bidder in its bid, if applicable)*

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(2011-05-16) General Conditions - Goods, (Medium Complexity);
- (c) Requirement;
- (d) the Contractor's bid dated _____ *(insert date of bid)* *(If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s))*

11. Defence Contract

SACC Manual clause A9006C (2008-05-12) Defence Contract

12. SACC Manual Clauses

SACC Reference	Section	Date
D5545C	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)	2010-08-1

12.1 NATO Commercial and Government Entity Code (NCAGE) Traceability

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

Canada 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 procurement and other costs incurred by Canada, 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 Canada, and the costs which, in Canada'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
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D6010C	Palletization	DND Depot 2007-11-30

13.1 Shipping Instructions - Delivery at Destination

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

- (a) Delivered Duty Paid (DDP) CFB Esquimalt, British Columbia and HMS Dockyard, Halifax, Nova Scotia, Incoterms 2000 for shipments from a commercial contractor.

13.2 Preparation for Delivery (D3018C)

The Contractor must prepare item numbers 1 and 2 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 item numbers 1 and 2 as follows: Cables shall be continuous lengths of not less than 500 feet (152 meters), unless otherwise specified. Multiple lengths may be on the same reel. Each reel shall be marked indicating the number of lengths and the length of each piece.

13.3 Shipping - Scheduling

The Contractor must deliver the goods to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.

- (a) 2B1 CF Esquimalt
Esquimalt, B.C.
Telephone: 250-363-4963

- (b) 7H1 CF Halifax
Halifax, N.S.
Telephone: 902-427-1441