

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Public Works and Government Services / Travaux
publics et services gouvernementaux**
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3
Bid Fax: (613) 545-8067

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 Airfield Lighting	
Solicitation No. - N° de l'invitation W0125-13J033/A	Date 2013-05-14
Client Reference No. - N° de référence du client W0125-13-J033	
GETS Reference No. - N° de référence de SEAG PW-\$KIN-535-6116	
File No. - N° de dossier KIN-3-40016 (535)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-06-25	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Carriere, Nancy	Buyer Id - Id de l'acheteur kin535
Telephone No. - N° de téléphone (613) 545-8764 ()	FAX No. - N° de FAX (613) 545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE Construction Engineering SQN 14 Alert BLVD ASTRA Ontario K0K3W0 Canada	

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
Public Works and Government Services / Travaux publics et
services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3

Delivery Required - Livraison exigée See Herein	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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Enquiries - Request for Standing Offers
4. Applicable Laws

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer
2. Additional Certifications Precedent to Issuance of a Standing Offer

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer
2. Standard Clauses and Conditions
3. Term of Standing Offer
4. Authorities
5. Identified Users
6. Call-up Instrument
7. Limitation of Call-ups
8. Priority of Documents
9. Certifications
10. Applicable Laws

Solicitation No. - N° de l'invitation

W0125-13J033/A

Amd. No. - N° de la modif.

File No. - N° du dossier

KIN-3-40016

Buyer ID - Id de l'acheteur

kin535

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

W0125-13-J033

CCC No./N° CCC - FMS No/ N° VME

B. RESULTING CONTRACT CLAUSES

1. Statement of Requirement
2. Standard Clauses and Conditions
3. Term of Contract
4. Payment
5. Invoicing Instructions
6. *SACC Manual* Clauses

List of Annexes:

- Annex A - Statement of Requirement
Annex B - Basis of Payment

PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 6A, Standing Offer, and 6B, Resulting Contract Clauses:
 - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Requirement, the Basis of Payment and any other annexes.

2. Summary

L'entrepreneur doit fournir et livrer (au besoin) des pièces neuves (et non pas des pièces remises à neuf) pour le balisage du terrain d'aviation comme il est énoncé à l'annexe " B ", Base de paiement, pour la BFC Trenton du ministère de la Défense nationale, à Trenton, en Ontario.

3. Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2013-03-21) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days
Insert: ninety (90) days

1.1 SACC Manual Clauses

B1000T	Condition of Material	2007-11-30
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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.

2. Submission of Offers

Offers 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 Request for Standing Offers.

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

4. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section II: Financial Offer (one (1) hard copy)

Section III: Certifications (one (1) hard copy)

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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, offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

- (b) Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Solicitation No. - N° de l'invitation

W0125-13J033/A

Amd. No. - N° de la modif.

File No. - N° du dossier

KIN-3-40016

Buyer ID - Id de l'acheteur

kin535

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

W0125-13-J033

CCC No./N° CCC - FMS No/ N° VME

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section II: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

1.1 Financial Evaluation

- 1.1.1** If the Offeror does not provide a price for an item, PWGSC will for assessment purposes only, substitute the highest price quoted (by another supplier) for the item.
- 1.1.2** If all offerors do not provide a price on an item, the item will be removed from the evaluation process.
- 1.1.3** The price of the bids will be evaluated in Canadian currency, Goods and Services Tax (GST) or Harmonized Sales Tax (HST) excluded, DDP, Delivery Duty Paid, prices by multiplying all of the estimated quantities by the prices offered by the Bidders under Pricing Basis "A"; and determining the discount offered against the estimated usage figure under Pricing Basis "B". The total of Pricing Basis "A" and "B" will be the Aggregate Total Price.

The Aggregate Price for Pricing Basis "B" will be calculated by deducting the discount offered by the Bidder from the corresponding estimated usage value under Pricing Basis "B".

The sum of the Aggregate Price for Pricing Basis "A" and "B" will be the Total Aggregate Price.

2. Basis of Selection

- 2.1** An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest aggregate price will be recommended for issuance of a standing offer.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and related documentation to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006. The related documentation therein required will assist Canada in confirming that the certifications are true.

2. Additional Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

2.1 Federal Contractors Program - Certification - over \$200,000

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 and/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.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

2. Standard Clauses and Conditions

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

2.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

2.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Basis of Payment at Annex "B". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

1st quarter: July 1 to September 30;
2nd quarter: October 1 to December 31;
3th quarter: January 1 to March 31
4st quarter: April 1 to June 30

The data must be submitted to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the reporting period.

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from issuance to 30 June 2015.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Nancy Carrière
 Title: Supply Specialist
 Organization: Public Works and Government Services Canada
 Acquisitions Branch
 Address: 86 Clarence Street
 Kingston, Ontario
 K7L 1X3
 Telephone: 613-545-8764
 Facsimile: 613-545-8067
 E-mail address: Nancy.Carriere@pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

4.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

4.3 Offeror's Representative - To be completed by Offeror:

Name and telephone number of the person responsible for: To be completed by the Supplier

General enquiries:

Name: _____
 Telephone: _____
 Facsimile: _____
 E-mail address: _____

Delivery follow-up:

Name: _____
 Telephone No. _____
 Facsimile: _____
 E-mail address: _____

5. Identified Users

The Identified User authorized to make call-ups against the Standing offer is: To be provided at issuance of the Standing Offer.

6. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form (the form number and title to be used, e.g. PWGSC-TPSGC 942, Call-up Against a Standing Offer, etc.) or an electronic version.

7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00.

8. 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-11-19), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2013-03-21); General Conditions - Goods (Medium Complexity)
- e) Annex A, Statement of Requirement;
- f) Annex B, Basis of Payment ;
- g) the Offeror's offer dated _____ (*insert date of offer*).

9. Certifications

9.1 Compliance

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

10. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Statement of Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

2010A (2013-03-21), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of 2010A (2013-03-21) Goods (Medium Complexity) will not apply to payments made by credit cards.

3. Term of Contract

3.1 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.

4. Payment

4.1 Basis of Payment

1. The Basis of Payment attached hereto as Annex "B" shall be used to price any call-up made pursuant to the Standing Offer.

2. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price stipulated in the call-up, calculated in accordance with Annex "B", Harmonized Sales Tax extra, if applicable.

4.2 Limitation of Price

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

4.3 Single Payment

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

4.4 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

5. 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.

Solicitation No. - N° de l'invitation

W0125-13J033/A

Amd. No. - N° de la modif.

File No. - N° du dossier

KIN-3-40016

Buyer ID - Id de l'acheteur

kin535

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

W0125-13-J033

CCC No./N° CCC - FMS No/ N° VME

6. SACC Manual Clauses

B1501C Electrical Equipment 2006-06-16

Solicitation No. - N° de l'invitation

W0125-13J033/A

Amd. No. - N° de la modif.

File No. - N° du dossier

KIN-3-40016

Buyer ID - Id de l'acheteur

kin535

CCC No./N° CCC - FMS No/ N° VME

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

W0125-13-J033

ANNEX "A"

STATEMENT OF REQUIREMENT

L'entrepreneur doit fournir et livrer (au besoin) des pièces neuves (et non pas des pièces remises à neuf) pour le balisage du terrain d'aviation comme il est énoncé à l'annexe " B ", Base de paiement, pour la BFC Trenton du ministère de la Défense nationale, à Trenton, en Ontario.

Les pièces équivalentes seront acceptées tant qu'elles respectent les mêmes spécifications que les produits figurant à l'annexe « B ».

Les articles en stock doivent être reçus par la BFC Trenton dans les 7 jours suivant la réception de la commande subséquente à l'offre à commandes.

Les articles qui ne sont pas en stock doivent être reçus dans les 14 jours suivant la réception de la commande subséquente à l'offre à commandes.

Les utilisateurs désignés pourraient avoir besoin d'une livraison et/ou, en fonction des exigences opérationnelles, pourraient venir chercher les pièces, au besoin.

ANNEX "B"**BASIS OF PAYMENT****Période – les prix doivent être DDP (rendus droits acquittés), TPS/TVH en sus**

De l'attribution de l'offre à commandes au 30 juin 2015

Utilisations estimatives

Les utilisations estimatives prévues dans la présente Base de paiement, annexe « B », sont incluses pour permettre au Canada d'évaluer les propositions et ne sont que des estimations. Aucune estimation figurant dans la présente DOC ne constitue un engagement de la part du Canada.

Base d'établissement de prix « A »

Tous les prix doivent être DDP (rendus droits acquittés).

Annexe B – feuille de calcul électronique**Base d'établissement de prix « B » : rabais**

Les listes de prix/le catalogue du fournisseur actuels doivent être fournis au destinataire sur demande.

Ce rabais doit être DDP (rendu droits acquittés).

AUTRE FABRICANT	UTILISATION EST. ANNUELLE	RABAIS (%)
Le prix de toutes les autres pièces fournies (pièces neuves seulement) provenant d'autres fabricants et qui <u>ne sont pas</u> comprises dans la liste précédente doit être établi en fonction du prix de vente conseillé, moins un rabais de x %, exception faite des fournitures gratuites.	50 000,00 \$	_____ %