

**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> PORT INSPECTION DIVER LIFELINES	
<b>Solicitation No. - N° de l'invitation</b> W8472-135475/A	<b>Date</b> 2012-12-17
<b>Client Reference No. - N° de référence du client</b> W8472-135475	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HS-634-61794	
<b>File No. - N° de dossier</b> hs634.W8472-135475	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-01-29</b>	<b>Time Zone</b> <b>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> Paquin, Benoit	<b>Buyer Id - Id de l'acheteur</b> hs634
<b>Telephone No. - N° de téléphone</b> (819) 956-3966 ( )	<b>FAX No. - N° de FAX</b> (819) 956-5227
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE CFSD MONTREAL 6363 RUE NOTRE DAME ST E. MONTREAL Quebec H1N2E9 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**  
Industrial Vehicles & Machinery Products Division  
11 Laurier St./11, rue Laurier  
7B1, Place du Portage, Phase III  
Gatineau  
Québec  
K1A 0S5

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



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	NSN - NNO: 4020-20-006-1958 ROPE, FIBROUS As described in Annex A. NSCM/CAGE - COF/CAGE: 36219 Part No. - N° de la partie: 1065000	WB941	W8472	46	Each	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	
2	NSN - NNO: 4020-20-006-1960 ROPE, FIBROUS As described in Annex A. NSCM/CAGE - COF/CAGE: 36219 Part No. - N° de la partie: 1065001	WB941	W8472	46	Each	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	
3	NSN - NNO: 4020-20-006-1961 ROPE, FIBROUS As described in Annex A. NSCM/CAGE - COF/CAGE: 36219 Part No. - N° de la partie: 1065003	WB941	W8472	46	Each	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	



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
4	NSN - NNO: 4020-20-006-1962 ROPE, FIBROUS As described in Annex A. NSCM/CAGE - COF/CAGE: 36219 Part No. - N° de la partie: 1065002	WB941	W8472	46	Each	\$		XXXXXXXXXXXX	See Herein	
5	NSN - NNO: 4020-20-006-1963 ROPE, FIBROUS As described in Annex A. NSCM/CAGE - COF/CAGE: 36219 Part No. - N° de la partie: 1065004	WB941	W8472	9	Each	\$		XXXXXXXXXXXX	See Herein	
6	NSN - NNO: 4020-20-006-1964 ROPE, FIBROUS As described in Annex A. NSCM/CAGE - COF/CAGE: 36219 Part No. - N° de la partie: 1065005	WB941	W8472	9	Each	\$		XXXXXXXXXXXX	See Herein	
7	WHITE BAGS As described in Annex A.	WB941	W8472	46	Each	\$		XXXXXXXXXXXX	See Herein	
8	RED BAGS As described in Annex A.	WB941	W8472	46	Each	\$		XXXXXXXXXXXX	See Herein	



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
9	GREEN BAGS As described in Annex A.	WB941	W8472	46	Each	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	
10	LIGHT GREEN BAGS As described in Annex A.	WB941	W8472	46	Each	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	
11	NSN - NNO: 4020-20-006-1965 ROPE, FIBROUS As described in Annex A. NSCM/CAGE - COF/CAGE: 36219 Part No. - N° de la partie: 1065006	WB941	W8472	9	Each	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	

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Attachment : Annex A - Statement of Work

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## PART 1 - GENERAL INFORMATION

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

The requirement is detailed under the "Line Item Detail", the Annex A and in the Design Data List (DDL-8472-135475 dated 2012-08-23).

A copy of the DDL, drawings, and specifications will be automatically forwarded to all suppliers who request the bid solicitation package by the Director Supply Chain Operations, DSCO, Printing Bureau. If suppliers have not received the documents at least **ten (10)** calendar days prior to bid closing date, suppliers should communicate with the Contracting Authority.

### 3. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within **fifteen (15)** working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided 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 Manual issued by Public Works and Government Services Canada (PWGSC).

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the terms and conditions of the resulting contract.

The 2003 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

**Subsection 05.4** of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

**Delete:** Bids will remain open for acceptance for a period of not less than **sixty (60) days** from the closing date of the bid solicitation

**Insert:** Bids will remain open for acceptance for a period of not less than **ninety (90) calendar days** from the closing date of the bid solicitation

### 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 **seven (7)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

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#### **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.

#### **5. Environmental Considerations**

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement, for this solicitation:

The successful bidder will be requested, after contract award, to provide all correspondence including (but not limited to) documents, reports and invoices in electronic format unless otherwise specified by the Contracting Authority, thereby reducing printed material.

Bidders should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

Product components used in performing the services should be recyclable and/or reusable, whenever possible.

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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:

First page of the Request for Proposal signed by the bidder or an authorized representative of the Bidder (1 signed copy)

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications and Additional Information (1 hard copy)

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 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: Technical Bid

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

## 2. Samples

### 2.1 Samples

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

### 2.2 Pre-Production Sample

After contract award, the successful Bidder will be required to provide one (1) pre-production sample for each item to the Technical Authority for acceptance within \_\_\_\_\_ calendar days from the effective date of the contract.

## Section II: Financial Bid

### 1. Pricing

Bidders must submit their bid in accordance with the Basis of Payment specified in Part 6.

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

Bidders must submit firm prices, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable, Goods and Services Tax/Harmonized Sales Tax extra.

## 2. SACC Manual Clauses

### 2.1 Exchange Rate Fluctuation

1. Unless otherwise specified in the bid solicitation, bids must be in Canadian currency.
2. Bidders may request Canada to assume the risk for exchange rate fluctuation. This request must be specifically made at time of bidding.
3. The foreign currency component is defined as the element of the price that will be directly affected by exchange rate fluctuations. It could include the net price FOB foreign manufacturer's plant, costs associated with applicable duty, excise tax, Goods and Services Tax or Harmonized Sales Tax, if applicable, entry fees, transportation costs or delivery charges payable in a foreign currency, and any other charges associated with being the importer of record if they originated from and are required to be paid in a foreign currency.

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4. The foreign value of the foreign currency component of the bid or negotiated price must be provided before contract award. Form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments, may be used for this purpose. If milestone payments are proposed, it is recommended to indicate on the above form the foreign currency component associated with each milestone event.
5. All bids are evaluated in Canadian currency. Therefore, for evaluation purposes, the noon rate quoted by the Bank of Canada as being in effect on date of bid closing, or such other date as may be specified in the bid solicitation, will be applied as the initial conversion factor for the specified currency. (Column 3 of the above form will be completed by the Contracting Authority.)
6. Rates proposed by bidders will not be accepted for the purposes of this exchange rate adjustment provision.
7. If there are two (2) identical bids, and provided that the bid selected would still be considered the most advantageous to Canada, preference will be given to the Bidder who assumes all or part of the exchange rate adjustment risk over a bidder who does not assume any of this risk. Furthermore, preference will be given to the Bidder who assumes all of the exchange rate adjustment risk over a bidder who assumes only part of this risk.
8. Canada will pay the exchange rate adjustment amount in Canadian currency using the prevailing noon rate on the date of payment by Canada or, as applicable, in accordance with one of the following clauses: C3015C, C3020C, C3025C, or C3030C.

### **Section III: Certifications and Additional Information**

#### **1. Certifications**

Bidders must submit the certifications required under Part 5.

#### **2. Additional Information**

Canada requests that bidders submit the following information:

##### **2.1 Delivery**

While delivery is requested by March 29, 2013, Bidders should indicate the best delivery that could be offered in the "Line Item Detail".

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## 2.2 Supplier's Representatives

Canada requests that Bidders provide information for the contact person responsible for:

### General enquiries

Name: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Facsimile No: \_\_\_\_\_

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

### Delivery follow-up

Name: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Facsimile No: \_\_\_\_\_

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

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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.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **1.1 Technical Evaluation**

##### **1.1.1 Mandatory Technical Evaluation Criteria**

Bidders must demonstrate their technical compliance with the requirement detailed under the "Line Item Detail", the Annex A and the Design Data List (DDL-8472-135475 dated 2012-08-23).

#### **1.2 Financial Evaluation**

##### **1.2.1 Mandatory Financial Evaluation Criteria**

The price of the bid must be in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable, Goods and Services Tax or the Harmonized Sales Tax extra.

Bidders must quote a price for all destinations with the same Nato Stock Number.

### **2. Basis of Selection**

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

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## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation 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, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### 1. Mandatory Certifications Required Precedent to Contract Award

#### 1.1 Code of Conduct and Certifications - Related documentation

**1.1.1** By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229)

(<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

## **2. Additional 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.

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

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

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

The Bidder or the member of the joint venture

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

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

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## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

The Contractor must provide the items detailed under the "Line Item Detail", the Annex A and in accordance with the Design Data List (DDL-8472-135475 dated 2012-08-23).

#### 2.1 Technical Changes, Substitutes and Alternatives

Any technical changes, equivalent products and alternatives proposed by the Contractor must be evaluated for acceptance by the Technical Authority. Any equivalent products and alternatives must be equivalent in form, fit, function and performance. Equivalent products and alternatives that are offered as equivalent will only be acceptable once they are approved by the Technical Authority as an equivalent. A contract amendment or a completed Design Change/Deviation form will be issued.

Should the Technical Authority not accept the equivalent product or the alternative and the Contractor is unable to meet the technical requirement, Canada may terminate the contract for default in accordance with the general conditions stated in the contract.

#### 2.2 Pre-Production Sample

After contract award, the Contractor must provide one (1) pre-production sample for **to be inserted by PWGSC** to the Technical Authority within **to be inserted by PWGSC** calendar days from the effective date of the contract.

The Contractor shall carry out all required inspections and tests on the pre-production sample to verify conformance to the requirements specified in the contract.

The Contractor must provide the sample(s) and a copy of the inspection and test report(s), when requested, to the Contracting Authority, transportation charges prepaid, and without charge to Canada. The sample(s) submitted by the Contractor will remain the property of Canada.

The Contracting Authority will notify the Contractor, in writing, of the conditional acceptance, acceptance, or rejection of the pre-production sample(s). The notice of conditional acceptance or acceptance shall not relieve the Contractor from complying with all contractual requirements.

The Contractor must not commence the production and must not make any deliveries until the Contractor has received notification from the Contracting Authority that the sample(s) is(are) acceptable. Any production before sample acceptance will be at the sole risk of the Contractor.

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Where the Contracting Authority rejects the pre-production sample(s) submitted by the Contractor because it is unable to meet the contractual requirements, Canada shall terminate the contract for Default in accordance with the general conditions stated in the Contract.

The pre-production sample(s) may not be required if the Contractor is currently in production. The Contractor must submit a written request for waiver of the pre-production sample(s) to the Contracting Authority. The waiving of this requirement will be at the discretion of the Contracting Authority.

### **3. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual, issued by Public Works and Government Services Canada (PWGSC).

#### **3.1 General Conditions**

2010A (2012-11-19) General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

### **4. Term of Contract**

#### **4.1 Complete Delivery**

The Contractor must make the delivery as detailed under the "Line Item Detail".

### **5. Authorities**

#### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Benoit Paquin

Supply Officer

Public Works and Government Services Canada

Acquisitions Branch

Logistics, Electrical, Fuel and Transportation Directorate

"HS" Division

Place du Portage, Phase III, 7B1

11 Laurier Street

Gatineau, QC K1A 0S5

Telephone : 819-956-3966

Facsimile: 819-956-5227

E-mail address: benoit.paquin@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

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Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

## 5.2 Procurement Authority

The Procurement Authority for the contract is:

Name: **to be inserted by PWGSC**

DLP: \_\_\_\_\_

National Defence Headquarters

Mgen. George R. Pearkes Building

101 Colonel By Drive

Ottawa, Ontario K1A 0K2

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

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

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

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

## 5.3 Technical Authority

The Technical Authority for the Contract is:

Name: **to be inserted by PWGSC**

National Defence Headquarters

Mgen. George R. Pearkes Building

101 Colonel By Drive

Ottawa, Ontario K1A 0K2

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

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

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

The Technical 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 matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

## 5.4 Contractor's Representatives

### General enquiries

Name: **to be inserted by PWGSC**

Telephone No: \_\_\_\_\_

Facsimile No: \_\_\_\_\_

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

### Delivery follow-up

Name: **to be inserted by PWGSC**

Telephone No: \_\_\_\_\_

Facsimile No: \_\_\_\_\_

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

## 6. Payment

### 6.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable, Goods and Services Tax/Harmonized Sales Tax extra, as specified in the "Line Item Detail".

### 6.2 SACC Manual Clauses

SACC Reference	Title	Date
C2000C	Taxes - Foreign-based Contractor	2007-11-30
C6000C	Limitation of Price	2011-05-16
H1001C	Multiple Payments	2008-05-12

### 6.3 Exchange Rate/Payment on Delivery

1. The price in Canadian currency includes the foreign currency component in respect of goods, services or both originating outside Canada, as detailed in form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments.

2. The price must be adjusted to reflect the exchange rate in effect and applied by Canada Border Services Agency (CBSA) on the date of importation, but only in respect of the foreign currency component detailed in the above form.

3. No price adjustment directly resulting from the application of the provisions contained in this clause will be applied for increases or decreases in the exchange rate within a variation of:

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plus or minus 2 percent of the exchange rate(s) mentioned above; or plus or minus \$100 of the total cumulative amount claimed for exchange rate adjustment under the Contract.

4. On each invoice or claim for payment submitted under the Contract, the Contractor must indicate the exchange rate adjustment amount (either upward, downward or no change) as a separate item. In addition, the invoice must be accompanied by a copy of CBSA Form B3-3, Canada Customs Coding Form, for the imported goods, services or both.

5. Canada will have the right to audit any revision to costs and prices under this clause.

## **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 on the invoice is completed.

2. The contractor is requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority or Procurement Authority, thereby reducing printed material.

3. Invoices must be distributed as follows:

(a) The original must be forwarded or e-mail to the Procurement Authority identified under the section entitled "Authorities" of the Contract for acceptance and payment.

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

## **8. Certifications**

### **8.1 Compliance**

Compliance with the certifications and related documentation 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, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## **9. Applicable Laws**

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

## 10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010A (2012-11-19) General Conditions - Goods (Medium Complexity);
- (c) Annex A - Statement of Work;
- (d) the Contractor's bid dated **to be inserted by PWGSC**, as amended **to be inserted by PWGSC**.

## 11. SACC Manual Clauses

SACC Reference	Title	Date
A9006C	Defence Contract	2012-07-16
B4042C	Identification Markings	2008-05-12
B7500C	Excess Goods	2006-06-16
C2800C	Priority Rating	2011-05-16
C2801C	Priority Rating - Canadian-based Contractors	2011-05-16
D2025C	Wood Packaging Materials	2008-12-12
D5545C	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)	2010-08-16
D6010C	Palletization	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30
G1005C	Insurance	2008-05-12

## 12. Preparation for Delivery

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

The Contractor must package all items in quantities of one (1) per package.

## 13. Shipping Instructions - Delivery and Destination

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (... named place of destination). Unless otherwise directed, delivery must be made by the most economical means. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and taxes.

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

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contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.

25 CF Supply Depot Montreal  
Montreal, Québec  
Telephone: 1-866-935-8673 (toll free), or  
514-252-2777, ext. 2363 / 4673 / 4282

#### **14. Environmental Considerations**

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement:

The Contractor is requested to provide all correspondence including (but not limited to) documents and reports in electronic format unless otherwise specified by the Contracting Authority, thereby reducing printed material.

The Contractor should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

Product components used in performing the services should be recyclable and/or reusable, whenever possible.

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ANNEX A  
STATEMENT OF WORK -  
PORT INSPECTION DIVER LIFELINES

Date: 25 November 2011

## 1.0 SCOPE

1.1 Purpose: This Statement of Work defines the prerequisites of the Port Inspection Diver Lifelines.

1.2 Background: A diver shall normally be securely attached to a lifeline and shall be tended by an attendant. Diver lifelines provide vital information to the Diving Supervisor in calculating the maximum depth the diver may have attained. It is a means to have physical contact with the diver and to give and receive signal messages. From a safety point of view, the diver lifeline is Life Support Equipment. Sufficient quantities must be provided to meet safety requirements established in CF Diving Manuals for each Port Inspection Dive Team. These lines must be accurate in their measurement and meet the standards set out in the Canadian Forces Diving Manual.

## 2.0 APPLICABLE DOCUMENTS

2.1 Applicability: The following documents of the exact issue and revision form a part of the Statement of Work to the extent specified herein (in the event of conflict between the documents referenced herein and the contents of the Statement of Work, the content of the Statement of Work shall apply):

2.1.1 B-GG-380-000/FP-002, Canadian Forces Diving Manual Volume 2, Chapter 1, Article 124;

2.1.2 Diver's Metric Lifelines for Naval Reserve Dive Teams Proposal, submitted 1 Apr 2010; and

2.1.3 DND Engineering Drawings - 1065000, 1065001, 1065002, 1065003, 1065004, 1065005 and 1065006.

## 3.0 REQUIREMENTS

3.1 General: The overall tasking consists of fabricating lifelines to detailed colour, size and length specified herein.

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3.2 Requirements: The contractor must provide marked lifelines that will meet the following specification in accordance with DND drawings provided in Article 2.1 of this Statement of Work:

3.2.1 Contractor must make forty-six (46) Diver's Lifelines in accordance with Engineering Drawing 1065000, NSN 4020-20-006-1958. These Diver's lifelines shall each be supplied in "White" in colour storage/handling bags;

3.2.2 Contractor must make forty-six (46) Standby Diver's lifelines in accordance with Engineering Drawing 1065001, NSN 4020-20-006-1960. These Standby Diver's lifelines shall each be supplied in "Red" in colour storage/handling bags;

3.2.3 Contractor must make forty-six (46) Diver's Shot lines in accordance with Engineering Drawing 1065003, NSN 4020-20-006-1961. These Diver's Shot lines shall each be supplied in "Green" in colour storage/handling bags;

3.2.4 Contractor must make forty-six (46) Diver's Lazy Shot lines in accordance with Engineering Drawing 1065002, NSN 4020-20-006-1962. These Lazy Shot lines shall each be supplied in "Light Green" in colour storage/handling bags;

3.2.5 Contractor must make nine (9) Ice Diving Lifelines in accordance with Engineering Drawing 1065004, NSN 4020-20-006-1963;

3.2.6 Contractor must make nine (9) Ice Diving Standby Diver's lifelines in accordance with Engineering Drawing 1065005, NSN 4020-20-006-1964; and

3.2.7 Contractor must make nine (9) Ice Diving Buddy lines in accordance with DND Engineering Drawing 1065006, NSN 4020-20-006-1965.

#### 4.0 MATERIAL SPECIFICATION

4.1 Line Material and Thickness: The major requirement is that all lifelines shall meet or exceed the Breaking Strength set out in accordance with DND Engineering Drawings specified in Article 2.1 of this Statement of Work.

4.1.1 Lifelines shall be a continuous length line with no splicing (joining two ropes together);

4.1.2 Diver's lifelines, Standby Diver's lifelines, Ice Diving lifelines, Ice Diving Standby Diver's lifelines, Ice Diving Buddy lines and Diver's Lazy Shot lines minimum diameter shall be 7 mm and maximum diameter shall be 9 mm;

4.1.3 Diver's Shot Lines shall be 18 mm  $\pm$  1 mm in diameter;

4.1.4 Ice diving lines shall be of a material designed and capable of floating in fresh water;

4.1.5 The lifelines shall be made to resist abrasion, mildew and mould;

4.1.6 When using three-stranded lines, eye splices shall have a minimum of five tucks; and

4.1.7 Further considerations to take into account include durability of the materials and line diameter for ease of handling by the attendants. Life expectancy of these Lifelines is approximately 10 years considering adequate handling and storage of the lines.

#### 4.2 Requirements to Line and Storage/Handling Bag Selection

4.2.1 The storage/handling bags shall be constructed of a man-made material that allow for water drainage and air circulation.

4.2.2 They shall be made to resist abrasion, mildew and mould. They shall withstand a temperature range of + 40° Celsius to - 40° Celsius.

4.3 Marking of lines: All required lines shall be marked at every three (3) metres exactly by a coloured nylon whipping woven into the line in such a way as not to slip out of position and would not degrade the breaking strength (BS) of the line;

4.3.1 The whippings shall be a colour as per DND Engineering Drawings specified in Article 2.1;

4.3.2 The whipping is to be applied so that the first whipping of a whipping group to enter the water is at the depth to which the whipping group refers in accordance with DND Engineering Drawings as specified in Article 2.1; and

4.3.3 Each line, with the exception of "Ice Diving Buddy Line" shall be permanently marked at the surface end with a cloth identification tag indicative of the line function, NATO Stock Number (NSN) and manufacture date as per DND Engineering Drawings identified in Articles 3.2.1 to 3.2.6. These identification tags shall be made to resist abrasion, mildew, mould, tear resistant.

#### 5.0 VERIFICATION

5.1 General: All of the verification will be conducted by Defence Research and Development Canada (Toronto) (DRDC (T)), Experimental Diving and Undersea Group (EDU Grp) 1133, Sheppard Avenue West, Toronto, Ontario, M3K 2C9. A sample of all lifelines and storage/handling bags supplied by manufacturer shall be verified for accuracy of markings and conduct quality assurance prior to mass production of each lifeline.

Solicitation No. - N° de l'invitation

W8472-135475/A

Amd. No. - N° de la modif.

File No. - N° du dossier

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Buyer ID - Id de l'acheteur

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CCC No./N° CCC - FMS No/ N° VME

W8472-135475

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## 6.0 DOCUMENTATION

6.1 General: Manufacturer shall provide storage/handling bag technical data package specified in articles 3.2.1 to 3.2.4 to the Technical Authority.

## 7.0 PACKAGING

7.1 Packaging and Packing: For acquisition purposes, the packaging requirements shall be as specified in the contract or order. Preparation for delivery requirements for products procured by contractors shall be specified in the individual order. Lifelines identified in Articles 3.2.1 to 3.2.4 must be shipped to DND in their respective Storage/Handling bags.