

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions**  
**Travaux publics et Services gouvernementaux**  
**Canada**  
**Pacific Region**  
**401 - 1230 Government Street**  
**Victoria, B.C.**  
**V8W 2Z4**  
**Bid Fax: (250) 363-3344**

**INVITATION TO TENDER**  
**APPEL D'OFFRES**

**Tender 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.

**Soumission 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 et sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**  
Public Works and Government Services Canada -  
Pacific Region  
401 - 1230 Government Street  
Victoria, B. C.  
V8W 2Z4

<b>Title - Sujet</b> DND-FAB&DEL CHILLER BELLOWS FRIGATE	
<b>Solicitation No. - N° de l'invitation</b> W3555-125708/A	<b>Date</b> 2012-02-28
<b>Client Reference No. - N° de référence du client</b> W3555-125708	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$XLV-179-5828
<b>File No. - N° de dossier</b> XLV-1-34643 (179)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-03-16</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Daylight Saving Time PDT	
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Cond, Anthony A.	<b>Buyer Id - Id de l'acheteur</b> xlv179
<b>Telephone No. - N° de téléphone</b> (250) 363-3309 ( )	<b>FAX No. - N° de FAX</b> (250) 363-3960
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE SEE HEREIN Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<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>

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Solicitation No. - N° de l'invitation

W3555-125708/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

xlv179

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W3555-125708

XLV-1-34643

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## **LIST OF ANNEXES:**

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Requirement

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirement**

There is no security requirement associated with the Requirement.

### **1.2 Requirement**

Fabricate and deliver twelve (12) sets of flexible bellows assemblies in accordance with the associated Technical Specifications detailed in the Statement of Work attached as Annex A and the Basis of Payment attached as Annex B.

### **1.3 Debriefings**

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

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

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

The 2003, 2011-05-16 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Section 12 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, entitled Rejection of Bid is amended as follows:

Replace subsection 1.(a) and (b) with the following:

1. Canada may reject a bid where any of the following circumstances is present:
  - (a) the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;
  - (b) an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform.

### **2.2 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.

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) 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.

## **2.4 Applicable Laws**

Any resulting 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*)

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**

### 3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

**Section I:** Technical Bid one (1) hard copy

**Section II:** Financial Bid one (1) hard copy

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

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

Canada requests bidders to follow the format instructions described below in the preparation of their bid.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponding to the bid solicitation;
- (c) include the certifications as a separate section of the bid.

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.

If the Bidder submits their bid by facsimile only, then the bid should be provided in the same format as for hard copies.

#### **Section I: Technical Bid**

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

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet in ANNEX B. Note that all lines are to be completed and shipping costs ARE NOT to be included in the price of the material but shown as a separate line item.

### Section III: Certifications

Bidders must submit the certifications required under Part 5.

#### 3.1.1 Mandatory Proposal Deliverable Requirements

Notwithstanding deliverable requirements specified anywhere else within this Invitation to Tender and its associated Technical Specifications, the following are the only mandatory deliverables that must be submitted with the Proposal documents at the time of bid closing. The following are mandatory and the Bidder must be compliant on each item to be considered responsive.

Item	Description	Completed and Attached
1	<u>Invitation to Tender</u> document part 1 page 1 completed and signed;	
2	<u>Technical Bid</u> - as per Article 4.1.1.1	
3	Completed <u>Financial Bid Presentation Sheet</u> , Annex "B"	

#### 3.1.2 Supporting Proposal Deliverable Requirements

If the following information which supports the bid is not submitted with the Proposal; it will be requested by the Contracting Authority, and it must be provided within 24 hours of the written request:

Item	Description	Completed and Attached	To be forwarded if requested by the CA
1	Changes to Applicable Laws (if any) as per article 2.4		
2	Certification as per Part 5, article 5.1.1		
3	Completed Contractor's Representative as per Part 6, article 6.5.4		



## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 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.

#### **4.1.1 Technical Evaluation.**

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

##### **4.1.1.1 Mandatory Technical Criteria**

All details of the equipment/material contained in the Requirement, attached at Annex A are mandatory. In order for a Bidder's submission to be found responsive, the Bidder must demonstrate in their Technical bid that the products being offered meet or exceed all the technical specifications as stated and that there are no deviations. For this reason, sufficient detail must be provided by the bidders in their Technical Proposal to allow a full and complete evaluation.

#### **4.1.2 Financial Evaluation**

The Bidder's financial bid will be examined to determine that it is compliant with the requirements of the solicitation.

### **4.2 Basis of Selection**

SACC Manual Clause A0069T Basis of Selection 2007-05-25

### **4.3 NOT USED - Security Requirement**

## **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.

### **5.1 Certifications Precedent to Contract Award**

The certifications listed below should be 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.

#### **5.1.1 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: \_\_\_\_\_.

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

Name	Title	Signature
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### 5.1.2 Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

#### Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, in the context of the fee abatement formula, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? YES ( ); NO ( )

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES ( ) NO ( )

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

#### Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

## **PART 6 - RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to, and form part of any contract resulting from the bid solicitation.

### **6.1 Security Requirement**

There is no security requirement associated with the requirement.

### **6.2 Requirement**

To fabricate and deliver twelve (12) sets of flexible bellows assemblies in accordance with the associated Technical Specifications detailed in the Statement of Work attached as Annex A and the Basis of Payment attached as Annex B.

### **6.3 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.

(<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>)

#### **6.3.1 General Conditions**

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

### **6.4 Term of Contract**

#### **6.4.1 Delivery Date**

All the deliverables under the Contract must arrive at Destination on or before \_\_\_\_\_ (date to be inserted after bid evaluation by the Contracting Authority).

The Contractor must inform the Contracting Authority named in Article 6.5.1 when the goods have been shipped. In addition, the Contractor must provide shipping details to allow the shipment to be tracked.

#### **6.4.2 NOT USED - Option to Extend the Contract**

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## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Mr. Anthony Cond  
Engineering Supply Specialist  
Public Works and Government Services Canada  
Pacific Region, Acquisitions, Marine  
401-1230 Government Street  
Victoria, B.C. V8W 3X4  
Telephone: 250-363-3309, Facsimile: 250-363-3960  
E-mail address: anthony.cond@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.

### **6.5.2 Technical Authority**

The Technical Authority for the Contract is:

Mr. David Castle  
Fleet Maintenance Facility Cape Breton  
Department of National Defence  
PO Box 17000, Station Forces  
Victoria, BC V9A 7N2 Telephone: 250-363-4705; Facsimile: 250-363-1090  
E-mail address: David.Castle@forces.gc.ca

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 matter 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.

**6.5.3 Inspection Authority**

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment. Any communication with a Contractor regarding the quality of the Work performed pursuant to this Contract shall be undertaken by official correspondence through the Contracting Authority.

**6.5.4 Contractor's Representative**

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

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

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

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

**6.6 Payment****6.6.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price in accordance with the firm price table indicated in Annex B. 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.

**6.6.2 SACC Manual Clauses**

C6000C Limitation of Price

2011-05-16

H1000C Single Payment

2008-05-12



## 6.7 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.
2. **The original invoice must be forwarded to the following address for certification and payment:**

Contracts Office  
Fleet Maintenance Facility Cape Breton  
Department of National Defence  
PO Box 17000, Station Forces  
Victoria, BC V9A 7N2

3. **One (1) copy must be forwarded to the Contracting Authority at the following address:**

Public Works and Government Services Canada  
Pacific Region, Acquisitions, Marine  
401-1230 Government Street  
Victoria, B.C. V8W 3X4 Attention: Anthony Cond,

## 6.8 Certifications

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

## 6.9 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).

## 6.10 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 General Conditions - Goods (Medium Complexity) 2011-05-16;
- (c) Annex A, Requirement;

(d) Annex B, Basis of Payment;

(e) the Contractor's bid dated \_\_\_\_\_ (insert date of bid), as amended on \_\_\_\_\_ (insert date(s) of amendment(s), if applicable).

#### **6.11 Defence Contract**

SACC Manual Clause A9006C Defence Contract 2008-05-12

#### **6.12 NOT USED - SACC Manual Clauses**

#### **6.13 Delivery Preparation**

Preparation for delivery and packaging are to be to the highest manufacturer's standard for the mode of transportation utilized, to ensure safe arrival at final destination.

#### **6.14 Shipping Instructions (DND) - Canadian-based Contractor**

1. Delivery will be FCA Free Carrier at Contractor's facility, to be determined in the final contract Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.
2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

Inbound Logistics Coordination Center (ILCC)

Telephone: 1-877-877-7423 (toll free)

Facsimile: 1-877-877-7409 (toll free)

E-mail: ILHQOttawa@forces.gc.ca

3. The Contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:
  - (a) the Contract number;
  - (b) consignee address (for multiple addresses, items must be packaged and labeled separately with each consignee address);
  - (c) description of each item;
  - (d) the number of pieces and type of packaging (i.e., carton, crate, drum, skid);
  - (e) actual weight and dimensions of each piece type, including gross weight;
  - (f) full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable *Canadian Dangerous Goods Shipping Regulations*, and a copy of the materiel safety data sheet.

4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labeling, and the marking of each piece with a Transportation Control Number.
5. The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.
6. If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

**6.15 Consignee (Delivery Address)**

Canadian Forces Base Esquimalt  
HMC Dockyard,  
Fleet Maintenance Facility Cape Breton  
Building 191, Metal Stores  
1600 Esquimalt Road  
Victoria, BC V9A 7N2      Attention: Jeff Newman

## **ANNEX A - REQUIREMENT**

### **A1. GENERAL**

#### **A1.1 SCOPE OF WORK**

Bidders are requested to contact the Contracting Authority to acquire the full E-copy (CD) set of specifications and drawings for the flexible bellows assembly.

Contracting Authority: Tony Cond  
E-Mail: Anthony.Cond@pwgsc-tpsgc.gc.ca  
Phone #: 250-363-3309

## ANNEX B - FINANCIAL BID PRESENTATION SHEET

### B1 Price for Evaluation

The price of the bid will be evaluated in Canadian Dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FCA ( Free Carrier ) to Destination, Victoria, B.C. (Incoterms 2000) for Goods.

a.	<b>Known Work</b> For supply of twelve (12) sets of flexible bellows assemblies (excluding shipping costs) as stated in Part 6 article 6.2, Specified in Annex A and detailed in the Detailed Pricing Data Sheet at Appendix 1 to Annex ( <i>to be inserted at contract award</i> )  for a FIRM PRICE of:	\$ _____
b.	<b>Total Price For Evaluation</b> [a ] GST/HST excluded:  for a FIRM PRICE of:	\$ _____

### B2 Delivery

a. While delivery is requested by **29 June 2012**, the best delivery that could be offered is \_\_\_\_\_ weeks (ARO) after receipt of order.

b. As the delivery date is an essential part of this contract, except for excusable delays notified in accordance with Article 7 (Excusable Delays) of 2010, failure to communicate any changes to the delivery schedule specified in this contract will prejudice Canada and will, at the discretion of Canada, entail either:

#### i. Contract Termination

In accordance with General Conditions 2010 Article 6 (Time of the Essence) and Article 22 subsection 3, (Default by the Contractor), "The Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination; or

ii. Contract Amendment.

Delivery date(s) will not be extended unless appropriate compensation to Canada is offered by the Contractor. This could be done by an adjustment to the price, warranty, and/or services provided.

c. Any of the above remedies applied will be logged against Contractor performance. Unsatisfactory performance could exclude a Contractor for a period of time from bidding on future requirements.

Solicitation No. - N° de l'invitation

W3555-125708/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

xlvl79

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W3555-125708

XLV-1-34643

**APPENDIX 1 TO ANNEX B - DETAILED PRICING DATA SHEET**

<b>Spec Item</b>	<b>Description</b>	<b>Qty</b>	<b>Price per Set</b>	<b>Extended Price</b>
1	Flexible Bellow Assemblies comprising 2 Suction Elements per set, and 1 Discharge Element per set	12 sets	\$ _____	\$ _____
2	<b>Total Firm Price GST/HST Excluded Total to be entered into Line a. of Table B1</b>			\$ _____