

**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> VALVE, BALL		
<b>Solicitation No. - N° de l'invitation</b> W8482-121432/A	<b>Date</b> 2012-02-20	
<b>Client Reference No. - N° de référence du client</b> W8482-121432		
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HP-356-59333		
<b>File No. - N° de dossier</b> hp356.W8482-121432	<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 2012-04-02</b>		<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<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> Chartrand, Nancy		<b>Buyer Id - Id de l'acheteur</b> hp356
<b>Telephone No. - N° de téléphone</b> (819) 956-4016 ( )	<b>FAX No. - N° de FAX</b> ( ) -	
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> <div>Specified Herein Précisé dans les présentes</div>		

**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**


**Vehicles & Industrial Products Division**  
**11 Laurier St./11, rue Laurier**  
**7A2, 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/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
W0100	DEPARTMENT OF NATIONAL DEFENCE MAIN SUPPLY BLDG RECEIPTS OFF. D206 HMC DOCKYARD HALIFAX Nova Scotia B3K5X5 Canada	W010B	DEPARTMENT OF NATIONAL DEFENCE ACCT PAYABLE SECTION P.O.BOX 99000 STN FORCES HALIFAX Nova Scotia B3K5X5 Canada
W2B02	DEPARTMENT OF NATIONAL DEFENCE MAIN WAREHOUSE BLDG 66 COLWOOD VICTORIA British Columbia V9A7N2 Canada	W0103	DEPARTMENT OF NATIONAL DEFENCE CFB ESQUIMALT STN FORCES P.O.BOX 17000 VICTORIA British Columbia V9A7N2 Canada

Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	NSN - NNO: 4820-21-909-4841 VALVE, BALL VALVE, BALL .BRONZE ASTM B61 BODY; NICKEL ALLOY ASTM B164 CL.A BALL AND STEM; TEFLON SEAT; STR THRU BODY STYLE; 1.500 IN. VALVE SIZE; 150.0 PSI MAX OPER PRES; M29.0 TO 204.0 DEG C TEMP RANGE ;TWO IDENTICAL ENDS, PLAIN FACE FLANGE, 130.0 MM OD; DRILLED, 4 HOLES 16.0 MM DIA ON 99.0 MM BOLT CIRCLE;162.0 MM FACE TO FACE DIST ; LEVER OPER; SHOCK QUALIFIED <ul style="list-style-type: none"> <li>NSCM 38003 Canadian Worcester Controls</li> <li>P/N KD-046-1 ½ In.</li> <li>P/N 15-51-1777TT-150-KV7159</li> <li>Items must have successfully met the testing requirements of Specification D-03-003-007/SG-000 Grade 1, Type A prior to the bid closing. In all cases, bidders must provide with their bid the certificate of successful completion of shock testing, including the part numbers of the proposed products and an acceptable drawing. Bids unable to meet this requirement will be given no further consideration.</li> </ul>	W0100	W010B	2	Each	\$	XXXXXXXXXXXX	See Herein	

Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
2	NSN - NNO: 4820-21-909-4841 VALVE, BALL VALVE, BALL .BRONZE ASTM B61 BODY; NICKEL ALLOY ASTM B164 CL.A BALL AND STEM; TEFLON SEAT; STR THRU BODY STYLE; 1.500 IN. VALVE SIZE; 150.0 PSI MAX OPER PRES; M29.0 TO 204.0 DEG C TEMP RANGE ;TWO IDENTICAL ENDS, PLAIN FACE FLANGE, 130.0 MM OD; DRILLED, 4 HOLES 16.0 MM DIA ON 99.0 MM BOLT CIRCLE;162.0 MM FACE TO FACE DIST ; LEVER OPER; SHOCK QUALIFIED • NSCM 38003 Canadian Worcester Controls P/N KD-046-1 ½ In. P/N 15-51-1777TT-150-KV7159 • Items must have successfully met the testing requirements of Specification D-03-003-007/SG-000 Grade 1, Type A prior to the bid closing. In all cases, bidders must provide with their bid the certificate of successful completion of shock testing, including the part numbers of the proposed products and an acceptable drawing. Bids unable to meet this requirement will be given no further consideration.	W0100 W2B02 Total	W010B W0103	0 5 5	Each Each Each	\$ \$ \$	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX	See Herein See Herein	

 Public Works and Government Services Canada		Travaux publics et Services gouvernementaux Canada		Document No. W8482-121432/A		Part - Partie 1 of - de 2		
				See Part 2 for Clauses and Conditions Voir Partie 2 pour Clauses et Conditions				
Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
2 •								

## TABLE OF CONTENTS

### PART 1 - GENERAL INFORMATION

1. Security Requirement
2. Requirement
3. Debriefings
4. Interpretation

### PART 2 - BIDDER INSTRUCTIONS

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

### PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions
2. Technical Bid
3. Financial Bid
4. Certifications and Additional Information

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

1. Evaluation Procedures
2. Technical Evaluation
3. Financial Evaluation
4. Basis of Selection

### PART 5 - CERTIFICATIONS

1. Certifications Precedent to Contract Award

### PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Requirement
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. SACC Manual Clauses
12. Preparation for Delivery
13. Additional Package Markings - Identical
14. Condition of Material - DND
15. Shipping Instructions - DDP Destination

### 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".

## **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.

## **4. Interpretation**

The mandatory requirements stated in this Request for Proposal use the words "shall" or "must" or "mandatory". Proposals not meeting all of the mandatory requirements will be given no further consideration.

# **PART 2 - BIDDER INSTRUCTIONS**

## **1. Standard Instructions, Clauses and Conditions**

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

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

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

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

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

Subsection **12.1 of 2003**, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

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

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

#### 1.1 SACC Manual Clauses

B1000T	Condition of Material	2007-11-30
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#### 2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

#### 3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **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.

#### 4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties



determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation;

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### **2. Technical Bid**

In their technical bid, bidders must state under the "Line Item Detail" if they propose the part number requested or an equivalent product.

#### **2.1 Equivalent Products**

In order to be considered for the evaluation of an equivalent product, Bidders must provide all required technical information.

2.1.1 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.

2.1.2 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.

2.1.3 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.

## 2.2 Substitute Products - Samples

If the Bidder offers a substitute product, Canada reserves the right to request a sample from the Bidder in order to determine its equivalency in form, fit, function, quality and performance to the item specified in the bid solicitation.

The Bidder must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within **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.

### 2.3 Canadian Military Technical Data (Shock test)-

Items 001 and 002 must have successfully met the testing requirements of Specification D-03-003-007/SG-000 Grade 1, Type A prior to the bid closing. In all cases, bidders must provide with their bid the certificate of successful completion of shock testing, including the part numbers of the proposed products and an acceptable drawing. Bids unable to meet this requirement will be given no further consideration.

A copy of specification D-03-003-007/SG-000, GRADE 1 TYPE A will be sent under separate cover, but only upon request from the bidder.

### CANADIAN MILITARY TECHNICAL DATA (PROVIDED UPON REQUEST)

Canadian military specifications and/or drawings are required for this procurement, but will be provided only upon request to Public Works and Government Services Canada (PWGSC). Therefore, in order for the bidder to obtain technical documents in a timely manner, the bidder must order the material no later than 10 days prior to bid closing. This request for technical data must be in writing, by email to [nancy.chartrand@pwgsc.gc.ca](mailto:nancy.chartrand@pwgsc.gc.ca). Technical data not ordered within the acceptable time period will not be actioned, and no extension to the bid closing date or time will be granted for this reason.

## 3. Financial Bid

- 3.1 Bidders must submit their financial bid in accordance with the Basis of Payment identified in **Part 6 - RESULTING CONTRACT CLAUSES**, at **Article 6.1 Basis of Payment -Firm Price**.
- 3.2 The Bidder must submit firm unit prices in "Line Item Detail" only. No prices must be indicated in any other section of the bid.
- 3.3 Pricing - Multi-Item Bid Solicitation  
Bidders do not have to quote a price for all items identified in the bid solicitation. However, Bidders must quote a price for all items with identical Nato Stock Numbers in order to be evaluated.
- 3.4 SACC Manual Clauses

C3011T	Exchange Rate Fluctuation	2010-01-11
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#### 4. Certifications and Additional Information

Bidders must submit the certifications required under Part 5.

##### 4.1 Additional Information

Canada requests that bidders submit the following information:

##### 4.1.1 Delivery Date

Delivery is highly desirable for June 30, 2012

The bidder is to state the delivery offered:

Item 001: \_\_\_\_\_ **Weeks/Calendar days** from the effective date of the contract.

Item 002: \_\_\_\_\_ **Weeks/Calendar days** from the effective date of the contract.

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

#### 1. Evaluation Procedures

- 1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- 1.2 An evaluation team composed of representatives of Canada will evaluate the bids.
- 1.3 Proposals not meeting all of the requirements identified as “mandatory” will be considered non responsive and no further consideration will be given to the bid.

#### 2. Technical Evaluation

- 2.1 At time of bid closing, a proposal must include all technical information requested in this RFP, to enable a full and complete evaluation of the product(s) offered.

- 2.2 The technical evaluation is for the purpose of determining if the goods and/or services offered meet all mandatory technical criteria.

### 3. Financial Evaluation

- 3.1 Unit prices will be evaluated in accordance with the proposed prices identified in the "Line Item Detail" and the mandatory Basis of Payment as detailed in Part 6 - RESULTING CONTRACT CLAUSES, at Article 6.1 Basis of Payment - Firm Price herein.
- 3.2 Bidders must quote a price for all destinations with the same Nato Stock Number (NSN).

### 4. Basis of Selection

- 4.1 A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the or lowest evaluated price on an aggregate basis per Nato Stock Number (NSN) will be recommended for award of a contract.

## PART 5 - CERTIFICATIONS

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

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

### 1. Certifications Precedent to Contract Award

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

#### 1.1 Federal Contractors Program - 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.

[Http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml](http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml)

## **2. Certifications Required with the Bid**

Bidders must submit the following duly completed certifications with their Bid.

### **2.1 Canadian Military Technical Data (Shock test)-**

Bidders must provide with their bid the certificate of successful completion of shock testing, including the part numbers of the proposed products and an acceptable drawing by the bid closing date and time. Bids unable to meet this requirement will be given no further consideration.

## 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".

### 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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) issued by Public Works and Government Services Canada.

#### 3.1 General Conditions

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

### 4. Term of Contract

#### 4.1 Delivery Date

The Contractor must make the delivery as follows:

Item 001: must be delivered on or before \_\_\_\_\_ (Date to be inserted by the Contracting Authority at time of contract award.)

Item 002: must be delivered on or before \_\_\_\_\_ (Date to be inserted by the Contracting Authority at time of contract award.)

### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Nancy Chartrand

Title: Supply Officer

Public Works and Government Services Canada - Acquisitions Branch

LEFT Directorate, HP Division,

7A2, Place du Portage, Phase 3, 11 Laurier Street, Gatineau Quebec. K1A 0S5

Telephone: 819 956-4016

Facsimile: 819 953-2953

E-mail address: [\\_nancy.chartrand@pwgsc-tpsgc.gc.ca](mailto:_nancy.chartrand@pwgsc-tpsgc.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

## 5.2 Procurement Authority

The Procurement Authority for the Contract is:

Name: \_\_\_\_\_ (To be inserted by PWGSC at time of contract award.)

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

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.

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## 5.4 Contractor's Representative

Name and telephone number of the person responsible for :

### General enquiries

Name: \_\_\_\_\_ (To be inserted by PWGSC at time of contract award.)



Title: \_\_\_\_\_  
 Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_  
 Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_  
 E-mail: \_\_\_\_\_

### **Delivery follow-up**

Name: \_\_\_\_\_ (To be inserted by PWGSC at time of contract award.)  
 Title: \_\_\_\_\_  
 Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_  
 Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_  
 E-mail: \_\_\_\_\_

## **6. Payment**

### **6.1 Basis of Payment -Firm Unit Price**

- 6.1.1 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), as specified in "Line Item Detail".
- 6.1.2 All firm unit prices in Canadian dollars must be Delivery Duty Paid (DDP) at destination, Incoterms 2000, including Canadian Custom Duties and Excise taxes where applicable, Goods and Services tax (GST) or Harmonized Sales Tax (HST) extra, if applicable.
- 6.1.3 For the firm price portion of the Work only, Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### **6.2 SACC Manual Clauses**

C2000C	Taxes - Foreign-based Contractor	2007-11-30
H1001C	Multiple Payments	2008-05-12

## **7. 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.

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### **7.1. Invoices must be distributed as follows:**

- (a) The original and one (1) copy must be forwarded to the consignee for certification and payment;
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- (c) One (1) copy must be forwarded to the following address:

Department of National Defence  
 National Defence Headquarters  
 Mgen. George R. Pearkes Building  
 101 Colonel By Drive  
 Ottawa, Ontario K1A 0K2  
 Attention: DMARP 4-4-3

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

Note 1: Invoices of Delivered Duty Paid, Incoterms 2000 contract will not be submitted prior to shipment of materiel.

## 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 entire contract period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for Default.

## 9. Applicable Laws

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

## 10. Priority of Documents

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

- (a) the Articles of Agreement;

- (b) 2010A (2011-05-16) General Conditions - Goods (Medium Complexity);  
 (c) Line Item Detail;  
 (d) the Contractor's bid dated \_\_\_\_\_

## 11. SACC Manual Clauses

A9006C	Defence Contract	2008-05-12
B4042C	Identification Markings	2008-05-12
B4060C	Controlled Goods	2011-05-16
C2800C	Priority Rating	2011-05-16
C2801C	Priority Rating - Canadian-based Contractors	2011-05-16
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D2025C	Wood Packaging Materials	2010-01-11
D5545C	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)	2010-08-16
D6009C	Shipping Instructions - Delivery and Destination Schedules Unknown	2008-05-12
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

## 14. Condition of Material

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

## 15. Shipping Instructions - DDP Destination

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

Incoterms 2000 "DDP Delivered Duty Paid" to CFB Halifax, NS and CFB Esquimalt, BC.