

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

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

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

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

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

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

Comments - Commentaires

Title - Sujet PIN,RETAINING	
Solicitation No. - N° de l'invitation W8486-122986/A	Date 2012-02-24
Client Reference No. - N° de référence du client W8486-122986	
GETS Reference No. - N° de référence de SEAG PW-\$\$HL-656-59431	
File No. - N° de dossier hl656.W8486-122986	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-04-10	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Giroux, Dominik	Buyer Id - Id de l'acheteur hl656
Telephone No. - N° de téléphone (819) 953-0862 ()	FAX No. - N° de FAX (819) 956-5227
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

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

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

Issuing Office - Bureau de distribution
Fuel & Construction Products Division
11 Laurier St./11, rue Laurier
7A2, Place du Portage, Phase III
Gatineau, Québec K1A 0S5



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
W248A	DEPARTMENT OF NATIONAL DEFENCE BLDG 236 EAST END 195 AVE&82ND ST EDMONTON Alberta T5J4J5 Canada	W2481	DEPARTMENT OF NATIONAL DEFENCE 7 CF SUPPLY DEPOT STN FORCES P.O.BOX 10500 EDMONTON Alberta T5J4J5 Canada
WB941	DEPARTMENT OF NATIONAL DEFENCE CFSD MONTREAL 6363 RUE NOTRE DAME ST E. MONTREAL Quebec H1N2E9 Canada	W1941	DEPARTMENT OF NATIONAL DEFENCE CFSD MONTREAL BOX 4000 STN K MONTREAL Quebec H1N3R9 Canada

[illegible]

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: 5340-21-896-0679 100556818 STRAP, ELASTIC • SAME AS ITEM 3 • PART #: 16919004100 NSCM: 98883 Bombardier Inc. 1001 J-A Bombardier st. Granby (QC) • PART #: 54920 NSCM: 38506 GMA Cover Corp. 965 York Road Guelph (ON) • PART #: 9450-0100 NSCM: 38129 Manac Division du Groupe Canam 2275-107ème rue Saint-Georges-de-Beauce (QC) • OR EQUAL • PROPOSED PART #: _____ • PROPOSED NSCM: _____	W248A	W2481	1000	Each	\$ XXXXXXXXXXXXX	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
3	NSN - NNO: 5340-21-896-0679 100556818 STRAP, ELASTIC • SAME AS ITEM 2 • PART #: 16919004100 NSCM: 98883 Bombardier Inc. 1001 J-A Bombardier st. Granby (QC) • PART #: 54920 NSCM: 38506 GMA Cover Corp. 965 York Road Guelph (ON) • PART #: 9450-0100 NSCM: 38129 Manac Division du Groupe Canam 2275-107ème rue Saint-Georges-de-Beauce (QC) • OR EQUAL • PROPOSED PART #: _____ • PROPOSED NSCM: _____ NSCM/CAGE - COF/CAGE: 98883 Part No. - N° de la partie: 16919004100	WB941	W1941	1000	Each	\$	XXXXXXXXXXXX	See Herein
4	NSN - NNO: 5305-21-891-6097 100190096 SCREW, CAP, HEXAGON HEA D • PART #: 159595484 NSCM: 98883	WB941	W1941	32	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
4	Bombardier Inc. 1001 J-A Bombardier st. Granby (QC) • OR EQUAL • PROPOSED PART #: _____ • PROPOSED NSCM: _____							
6	NSN - NNO: 5330-21-890-3484 100558620 GASKET • PART #: MA-45782-2 NSCM: 35338 Camfil Farr Inc. 2785 Francis Hughes ave. Chomedey-Laval (QC) • PART #: 16909067100 NSCM: 98883 Bombardier Inc. 1001 J-A Bombardier st. Granby (QC) • OR EQUAL • PROPOSED PART #: _____ • PROPOSED NSCM: _____	WB941	W1941	90	Each	\$XXXXXXXXXXXXX	See Herein	

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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
9	NSN - NNO: 5310-01-489-5233 100601226 NUT, SELF-LOCKING, PLATE • SAME AS ITEM 8 • PART #: 89634 NSCM: 1S0R6 Hayes Lemmerz International Inc. 15300 Centennial Drive Northville (MI), USA • OR EQUAL • PROPOSED PART #: _____ • PROPOSED NSCM: _____	W248A	W2481	1000	Each	\$ XXXXXXXXXXXXX	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 <div>DestinationPlant/Usine</div>	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
10	NSN - NNO: 5330-01-143-6013 100219057 SEAL . PART #: 03577A1 NSCM: 77640 TRW Inc. 800 Heath st. LaFayette (IN), USA . PART #: 16908006700 NSCM: 98883 Bombardier Inc. 1001 J-A Bombardier st. Granby (QC) . PART #: D6HZ3D526A NSCM: 57526 Ford Motor Co. The American Road, Suite 215 Dearborn (MI), USA . PART: 032577-A1 NSCM: 77640 TRW Inc. 800 Heath st. LaFayette (IN), USA . OR EQUAL . PROPOSED PART #: _____ . PROPOSED NSCM: _____	WB941	W1941	50	Each	\$XXXXXXXXXXXXX	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
11	NSN - NNO: 5330-01-129-6823 100556060 GASKET • PART #: 89222132 NSCM: 72582 Tognum America Inc. 13400 West Outer Drive Detroit (MI), USA • PART #: 16909059600 NSCM: 98883 Bombardier Inc. 1001 J-A Bombardier st. Granby (QC) • PART #: 16909018100 NSCM: 98883 Bombardier Inc. 1001 J-A Bombardier st. Granby (QC) • OR EQUAL • PROPOSED PART # : _____ • PROPOSED NSCM: _____	WB941	W1941	100	Each	\$ XXXXXXXXXXXXX	See Herein	

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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
13	NSN - NNO: 5330-00-752-1648 100555681 GASKET • SAME AS ITEM 14 • PART #: 7521648 NSCM: 19207 US Army Tank Automotive Command 11 Mile Road Warren (MI), USA • PART #: 1597521648 NSCM: 98883 Bombardier Inc. 1001 J-A Bombardier st. Granby (QC) • PART #: 2208S305 NSCM: 78500 Meritor Heavy Vehicke Systems LLC 2135 West Maple Road Troy (MI), USA • OR EQUAL • PROPOSED PART # : _____ • PROPOSED NSCM: _____	WB941	W1941	400	Each	\$ XXXXXXXXXXXX	See Herein	

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Line Item Detail - Détails de l'article



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
15	NSN - NNO: 5930-00-699-9438 100553025 SWITCH, ROTARY • PART #: MIL-S-13623 NSCM: 81349 Military Specifications USA • PART #: MIL-S-13623/1-2 NSCM: 81349 Military Specifications USA • PART #: MS39060 NSCM: 96906 Military Specifications USA • PART #: 158390602 NSCM: 98883 Bombardier Inc. 1001 J-A Bombardier st. Granby (QC) • PART #: 8380699 NSCM: 00000 Ordnance Corps Battle Creek (MI), USA • OR EQUAL • PROPOSED PART #: _____ • PROPOSED NSCM: _____	WB941	W1941	70	Each	\$ <		

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
16	NSN - NNO: 5330-00-576-4529 100556485 GASKET • SAME AS ITEM 17 • PART #: 861793 NSCM: 89749 Clark Material Handling Company 700 Enterprise Drive Lexington (KY), USA • PART #: 33720 NSCM: 13841 Tiffin Parts L.L.C. 235 Miami St. Tiffin (OH) USA • PART #: 16908001700 NSCM: 98883 Bombardier Inc. 1001 J-A Bombardier st. Granby (QC) • PART #: 142521 NSCM: 62983 Eaton Aerospace LLC 5353 Highland Drive Jackson (MS), USA • OR EQUAL • PROPOSED PART #: _____ • PROPOSED NSCM: _____	WB941	W1941	300	Each	\$ XXXXXXXXXXXXX	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 <div>DestinationPlant/Usine</div>	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
17	NSN - NNO: 5330-00-576-4529 100556485 GASKET • SAME AS ITEM 16 • PART #: 861793 NSCM: 89749 Clark Material Handling Company 700 Enterprise Drive Lexington (KY), USA • PART #: 33720 NSCM: 13841 Tiffin Parts L.L.C. 235 Miami St. Tiffin (OH) USA • PART #: 16908001700 NSCM: 98883 Bombardier Inc. 1001 J-A Bombardier st. Granby (QC) • PART #: 142521 NSCM: 62983 Eaton Aerospace LLC 5353 Highland Drive Jackson (MS), USA • OR EQUAL • PROPOSED PART #: _____ •	W248A	W248I	100	Each	\$XXXXXXXXXXXXX	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
17	PROPOSED NSCM: _____							

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Solicitation No. - N° de l'invitation

W8486-122986/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hl656

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

W8486-122986

File No. - N° du dossier

hl656W8486-122986

CCC No./N° CCC - FMS No/ N° VME

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

1.1 SACC Manual Clauses

THE FOLLOWING TERMS AND CONDITIONS ARE INCORPORATED HEREIN

SACC Reference	Section	Date
B1000T	Condition of Material	2007-11-30
B3000T	Equivalent Products	2006-06-16

1.2 Subject To Prior Sale

SUBMISSION OF FIRM DELIVERY IS MANDATORY, THEREFORE IF A PROPOSAL IS MARKED "SUBJECT TO PRIOR SALE" OR IF YOUR PROPOSAL DOES NOT CONFORM TO THE BID VALIDITY PERIOD EXPRESSED HEREIN, YOUR BID WILL BE CONSIDERED NON RESPONSIVE.

1.3 Units of Issue

SUPPLIERS ARE TO PAY PARTICULAR ATTENTION TO THE UNITS OF ISSUE SPECIFIED. IF QUOTING OTHER THAN SPECIFIED PLEASE INDICATE THE UNIT OF ISSUE YOU ARE QUOTING ON.

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 ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Solicitation No. - N° de l'invitation

W8486-122986/A

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File No. - N° du dossier

hl656W8486-122986

Buyer ID - Id de l'acheteur

hl656

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

CCC No./N° CCC - FMS No/ N° VME

W8486-122986

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.

5. Delivery

While delivery is requested by June 1st, 2012, the best delivery that could be offered is _____, 2012.

6. Assurance of NSCM Traceability

For the purposes of this solicitation, the NSCM (one or more) specified in this Request for Proposal (RFP) is the only approved source(s) of supply for the part number it is referenced with.

When the specified part number is proposed for supply by the bidder, the related specified NSCM will only be offered by the bidder if the material to be supplied as the specified part number can be traced with documentary evidence directly to the NATO approved source of supply.

In the event that the bidder proposes to supply, under the specified part number, material which can neither be demonstrated by the bidder as originating directly from the approved source of supply nor as supplied under the specified NSCM with the specific written permission of the approved source of supply, the bidder is obligated to specify the alternate manufacturer for the material proposed under the specified part number and not mention the specified NSCM.

Material supplied for the items specified in any subsequent contract will be subject to investigation by the Crown. Material which can neither be demonstrated by the contractor as having originated directly from the NSCM specified for the item in the contract, nor as supplied with the specific written permission of this specified NSCM, will be subject to the following action by the Crown.

The Crown may either:

- a) terminate the contract for default with respect to that item, return the item to the Contractor at the Contractor's risk and expense, and demand and receive from the Contractor (who will forthwith so pay) all procurement and other costs incurred by the Crown, including any increased costs required for the purpose of expediting production; or
- b) retain the item, and demand and receive from the Contractor (who will forthwith so pay) the difference between the Contractor's costs relating to the item, as determined by the Crown, and the costs which, in the Crown's opinion, the Contractor would have incurred had it obtained and supplied an item which did not differ in any way from that specifically required under the contract.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

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.

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.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

1.1 SACC Manual Clauses

THE FOLLOWING TERMS AND CONDITIONS ARE INCORPORATED HEREIN

SACC Reference	Section	Date
C3011T	Exchange Rate Fluctuation	2010-01-11

Section III: Certifications

Bidders must submit the certifications required under Part 5.

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

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

1.1.1 Evaluation Criteria - Technical

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

- (a) Technical compliance;
- (b) Delivery requirement;
- (c) Inspection requirement;
- (d) Packaging requirement;
- (e) Shelf Life requirement (where applicable);
- (f) Descriptive literature (*where applicable*);
- (g) Acceptance of terms and conditions as mentioned in the bid solicitation;
- (h) Completion of the solicitation.

1.2 Financial Evaluation

THE FOLLOWING TERMS AND CONDITIONS ARE INCORPORATED HEREIN

SACC Reference

A0220T

Section

Evaluation of Price

Date

2007-05-25

1.2.1 Evaluation Criteria - Financial

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

- (a) Compliance with proposed pricing methods;
- (b) Price (firm price, Canadian funds, DDP Delivered Duty Paid destination Incoterms 2000).

2. Basis of Selection - Multiple Items

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

- a. Items with individual NSN's to be delivered to single destinations will be awarded on an item by item basis;
- b. Items with identical NSN's to be delivered to multiple destinations will be awarded on a group basis (all destinations per NSN).

2.1 More than one Contract may be awarded in response to this solicitation.

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 Certification

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

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

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

The Bidder or the member of the joint venture

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

Further information on the FCP is available on the HRSDC Web site (<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>).

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 Complete Delivery

The Contractor must make the complete delivery on or before _____, 2012.

4.2 Adherence to Delivery Schedule

The contractor will promptly give notice to the Department of Public Works and Government Services of its inability to meet the contract delivery schedule and will request therein an extension of time stating its proposed revised delivery schedule and offering consideration for such revisions. Until such notice is received and the revised delivery schedule agreed to by the Department of Public Works and Government Services, the Minister may, pursuant to the General Conditions, on the business day following the due date of delivery of any outstanding materials, **terminate the whole or part of the contract for default.**

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Mr. Dominik Giroux, Supply Officer
Public Works and Government Services Canada
Acquisitions Branch, Commercial Acquisition & Supply Management Sector
Logistics, Electrical, Fuel & Transportation Directorate
Fuel & Construction Products Division (HL)
11 Laurier Street, 7A2, Place du Portage, Phase III
Gatineau, QC K1A 0S5
Telephone : (819) 953-0862 Facsimile: (819) 956-5227
E-mail address: dominik.giroux@tpsgc-pwgsc.gc.ca

5.2 Technical Authority (will be disclosed upon Contract award)

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____-____-____

Facsimile: ____ - ____ - ____

E-mail: _____

The Technical Authority named above 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.

5.3 Contractor's Representative

Name and telephone number of the person responsible for :

	General Enquiries	Delivery Follow-up
Name:	_____	_____
Telephone No.:	_____	_____
Facsimile No.:	_____	_____
E-mail address:	_____	_____

6. Payment

6.1 Basis of Payment - Firm Unit Prices

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

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

6.2 Terms of Payment

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

7. Invoicing

ALL INVOICES, SHIPPING BILLS AND PACKING SLIPS MUST SHOW THE PWGSC FILE NUMBER, CONTRACT NUMBER AND FINANCIAL CODING.

INVOICES:

1. Invoices must be submitted on Supplier's own invoice form, made out to the consignee, and must be prepared to show:
 - a) the date;
 - b) name and address of the consignee;
 - c) item number, quantity, part number, reference number and description;
 - d) contract number.
2.
 - a) The original and one (1) copy of all invoices are to be forwarded to the appropriate consignee(s);
 - b) One (1) copy will be forwarded to:

Department of Public Works and Government Services

Fuel & Construction Products Division, CASMS

Solicitation No. - N° de l'invitation

W8486-122986/A

Amd. No. - N° de la modif.

File No. - N° du dossier

hl656W8486-122986

Buyer ID - Id de l'acheteur

hl656

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

W8486-122986

CCC No./N° CCC - FMS No/ N° VME

7A2, Place du Portage, Phase III

11 Laurier Street, Gatineau, QC K1A 0S5

Attention: **(Mr.) Dominik Giroux, HL division**

- c) One (1) copy will be forwarded to:
National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, Canada K1A 0K2
Attention: **DLP 10-2-2-4**

Payment will only be made on receipt of satisfactory invoices duly supported by specified release documents and/or other documents called for under this contract.

3. Invoices are not to be submitted prior to shipment of material.

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.

9. Applicable Laws

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

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) the Contractor's bid dated _____, as clarified on _____ OR as amended on _____.

11. Defence Contract

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

12. SACC Manual Clauses

THE FOLLOWING TERMS AND CONDITIONS ARE INCORPORATED HEREIN

SACC Reference	Section	Date
B4019C	United States Military Specifications and Standards	2007-11-30
B7500C	Excess Goods	2006-06-16
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D2025C	Wood Packaging Materials	2008-12-12
D5545C	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)	2010-08-16
D5604C	Release Documents (DND) - Foreign-based Contractor	2008-12-12
D5605C	Release Documents (DND) - United States-based Contractor	2010-01-11
D5606C	Release Documents (DND) - Canadian-based Contractor	2007-11-30
D6010C	Palletization	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30
G1005C	Insurance	2008-05-12

13. Shelf Life

The Contractor must ensure that items 16 and 17 will contain 75 percent of the authorized shelf life as listed in CFTO D-05-001-001/SF-000 at date of delivery to the Department of National Defence.

14. Preparation for Delivery

14.1 Preparation for Delivery

The Contractor must prepare item numbers 10, 12, 16 and 17 for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-001.

The Contractor must prepare all other item numbers 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 items in quantities of **up to a maximum of 100** by package.

15. NSCM Traceability

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

The Crown may either:

- a) terminate the contract for default with respect to that item, return the item to the Contractor at the Contractor's risk and expense, and demand and receive from the Contractor (who will forthwith so pay) all procurement and other costs incurred by the Crown, including any increased costs required for the purpose of expediting production; or
- b) retain the item, and demand and receive from the Contractor (who will forthwith so pay) the difference between the Contractor's costs relating to the item, as determined by the Crown, and the costs which, in the Crown's opinion, the Contractor would have incurred had it obtained and supplied an item which did not differ in any way from that specifically required under the contract.

16. Shipping Instructions - Delivery and Destination Schedules Unknown

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. Shipping charges must be shown as a separate item on the Contractor's invoice. 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 contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.

(a) 7 CF Supply Depot Lancaster Park, Edmonton, AB
Telephone: 780-973-4011, ext. 4524

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