

**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> SHIPPING AND STORAGE CONTAINER,MISC		
<b>Solicitation No. - N° de l'invitation</b> W8486-148797/A	<b>Date</b> 2013-06-12	
<b>Client Reference No. - N° de référence du client</b> W8486-148797		
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HN-445-62897		
<b>File No. - N° de dossier</b> hn445.W8486-148797	<b>CCC No./N° CCC - FMS No./N° VME</b>	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-07-31</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> Ladouceur, Joanne M.		<b>Buyer Id - Id de l'acheteur</b> hn445
<b>Telephone No. - N° de téléphone</b> (819) 956-3587 ( )		<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  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**

<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>

**Issuing Office - Bureau de distribution**  
Electrical & Electronics Products Division  
11 Laurier St./11, rue Laurier  
6B1, 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
WB941	DEPARTMENT OF NATIONAL DEFENCE CFSD MONTREAL 6363 RUE NOTRE DAME ST E. MONTREAL Quebec H1N3V9 Canada	W8486	DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. Maria Lynn , NPB, DLP 4-4- 1-5 OTTAWA K1A0K2 Canada
WB941	DEPARTMENT OF NATIONAL DEFENCE CFSD MONTREAL 6363 RUE NOTRE DAME ST E. MONTREAL Quebec H1N3V9 Canada	W8486	DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. Maria Lynn , NPB, DLP 4-4- 1-5 OTTAWA Ontario K1A0K2 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: 8145-01-589-1210 SHIPPING AND STORAGE CONTAINER,MIS CELLAN CGCS Long Description: PART NAME ASSIGNED BY CONTROLLING AGENCY»HARD CARRYING CASE\$SPECIAL FEATURES»WATER TIGHT\$ Nato Item Description: CASE,CARRYING,CAMOUFLAGE NSCM P/N and MANUFACTURER 4JEE1 CT100-AC-CH Mohr Linda J., Richland, WA, USA ===== or equivalent ===== NSCM Offered: _____ P/N Offered: _____ Delivery Offered: _____Week(s) ARO	WB941	W8486	7	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
2	NSN - NNO: 6625-01-588-7928 IMPEDANCE MATCHING CGCS Long Description: PART NAME ASSIGNED BY CONTROLLING AGENCY»COAXIAL MATCHING PAD\$SPECIAL FEATURES»OPERATING TEMPERATURE: -55 DEGREE CELSIUS TO 100 DEGREE CELSIUS; FREQUENCY: DC-2000 MHZ; INPUT IMPEDANCE: 50 OHM; OUTPUT IMPEDANCE: 75 OHM; CASE TYPE: CONNECTED\$. Nato Item Description: IMPEDANCE MATCHING NSCM P/N and MANUFACTURER 4JEE1 CT100-AC-I5075-BNC Mohr Linda J., Richland, WA, USA ===== or equivalent ===== NSCM Offered: _____ P/N Offered: _____ Delivery Offered: _____Week(s) ARO	WB941	W8486	7	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: 6625-01-588-2405 ADAPTER KIT,TEST CGCS Long Description: END ITEM IDENTIFICATION»METALLIC TIME DOMAIN REFLECTOMETER. 6625-01-579-6793\$PART NAME ASSIGNED BY CONTROLLING AGENCY»SMA RF ADAPTER KIT\$SPECIAL FEATURES»OPTIONAL ACCESSORY FOR TDR; CONTAINS ADAPTERS: SMA-SMA, SMA-BNC, SMA-N, AND SMA-TNC; PLASTIC CASE INCLUDED\$. Nato Item Description: ADAPTER KIT,TEST NSCM P/N and MANUFACTURER 4JEE1 CT100-AK-SMA Mohr Linda J., Richland, WA, USA ===== or equivalent ===== NSCM Offered: _____ P/N Offered: _____ Delivery Offered: _____Week(s) ARO	WB941	W8486	7	KT	\$ XXXXXXXXXXXXX	See Herein	

Page 6 of - de 22  
Line Item Detail - Détails de l'article

Page 7 of - de 22  
Line Item Detail - Détails de l'article



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
6	NSN - NNO: 6625-01-579-6793 TDR CABLE TESTER CGCS Long Description: OVERALL LENGTH»6.900 INCHES NOMINAL»OVERALL HEIGHT»4.300 INCHES NOMINAL»OVERALL WIDTH»11.500 INCHES NOMINAL»SEND ITEM IDENTIFICATION»GPETES»PART NAME ASSIGNED BY CONTROLLING AGENCY»CAGE: HIGH-RESOLUTION AUTOMATED METALLIC TDR CABLE TESTER»SPECIAL FEATURES»75 MICRON CURSOR RESOLUTION; 16-BIT DIGITAL SAMPLING; UP TO 500 WAVEFORMS/SEC; 2 GB STORAGE; USB HOST/CLIENT; 10/100 ETHERNET; COLOR LED-BL 4.3 IN; INTERNET STREAMING; REMOTE CONTROL; LIBRARIES: WAVEFORM, CABLE-TYPE, CONFIGURATION; FUNCTIONS: AUTOFIT; AUTOSCAN\$ Nato Item Description: TDR CABLE TESTER NSCM P/N and MANUFACTURER 4JEE1 CT100 Mohr Linda J., Richland, WA, USA =====	WB941	W8486	1	EA	\$		XXXXXXXXXXXX	See Herein	
	or equivalent =====									
	NSCM Offered: _____									
	P/N Offered: _____									
	Delivery Offered: _____Week(s) ARO									



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
7	MATCHING PAD 50-125 OHM NSN: 6625-20-A0E0221. CGCS Long Description: FREQ RANGE: DC TO 2000MHZ. MAX I/P POWER: 0.25 WATT. I/P IMPEDANCE: 50 OHM. O/P IMPEDANCE: 125 OHM. CONNECTOR TYPE: BNC MALE (I/P 50 OHM), BNC FEMALE (O/P 125 OHM). SUFFIX + SIGNIFIES THIS ITEM IS ROHS COMPLIANT IAW EU DIRECTIVE (2002/95/EC) . Nato Item Description: MATCHING PAD 50-125 OHM NSCM P/N and MANUFACTURER 15542 BMP-50125-1+ Scientific Components Corp., Brooklyn, NY, USA ===== or equivalent ===== NSCM Offered: _____ P/N Offered: _____ Delivery Offered: _____ Week(s) ARO	WB941	W8486	7	EA	\$ 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
8	MATCHING PAD 50-93 OHM NSN: P6625-20-A0E0222. CGCS Long Description: FREQ RANGE: DC TO 2000MHZ. MAX I/P POWER: 0.25 WATT. I/P IMPEDANCE: 50 OHM. O/P IMPEDANCE: 93 OHM. CONNECTOR TYPE: BNC MALE (I/P 50 OHM), BNC FEMALE (O/P 93 OHM). SUFFIX + SIGNIFIES THIS ITEM IS ROHS COMPLIANT LAW EU DIRECTIVE (2002/95/EC) . Nato Item Description: MATCHING PAD 50-93 OHM NSCM P/N and MANUFACTURER 15542 BMP-5093-1+ Scientific Components Corp., Brooklyn, NY, USA ===== or equivalent ===== NSCM Offered: _____ P/N Offered: _____ Delivery Offered: _____ Week (s) ARO	WB941	W8486	7	EA	\$ XXXXXXXXXXXXX	See Herein	

---

## TABLE OF CONTENTS

### PART 1 - GENERAL INFORMATION

1. Security Requirement
2. Requirement
3. Debriefings

### 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

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

1. Evaluation Procedures
2. Basis of Selection

### PART 5 - CERTIFICATIONS

1. Mandatory Certifications Required Precedent to Contract Award
2. 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. Defence Contract
12. SACC Manual Clauses
13. SACC Manual Clauses (Delivery)

---

**PART 1 - GENERAL INFORMATION****1. Security Requirement**

There is no security requirement associated with the requirement.

**2. Requirement**

The contractor will be required to provide the goods in accordance with the technical requirements and in the quantities stated at pages 3 to 10.

**2.1 Delivery Requirement**

Delivery is requested to be completed by August 30, 2013.

**2.2 Delivery Offered**

While delivery is requested as indicated above, the best delivery that could be offered is\_\_\_\_\_.

**2.3 Contractor Contacts**

Name and telephone number of the person responsible for :

**General enquiries**

Name: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**Delivery follow-up**

Name: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-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 standard instructions and conditions 2003 (01/06/2013) are incorporated by reference into and form part of the bid solicitation.

Section 5.4 of 2003, Standard Instructions - Goods or Services, is amended as follows:

Delete: sixty (60) calendar days

Insert: ninety (90) calendar days

#### 1.1 SACC Manual Clauses

SACC Reference	Section	Date
A9033T	Financial Capability	16/07/12
B1000T	Condition of Material	30/11/07

#### 1.2 Equivalent Products

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:

- (a) designates the brand name, model and/or part number of the substitute product;
- (b) states that the substitute product is fully interchangeable with the item specified;
- (c) provides complete specifications and descriptive literature for each substitute product;
- (d) provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
- (e) clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.

2. Products offered as equivalent in form, fit, function and quality will not be considered if:

- (a) the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
- (b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.

3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

## 2. Submission of 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.

### 2.1 Technical Documentation

**TECHNICAL/DESCRIPTIVE LITERATURE FOR EQUIVALENT PRODUCTS PROPOSED MUST BE SUBMITTED AS PART OF THE BID PACKAGE PRIOR TO THE BID CLOSING DATE. FAILURE TO COMPLY WILL RENDER YOUR BID NON RESPONSIVE. NOTE: NO EQUIVALENT PRODUCT IS CONSIDERED ALWAYS ACCEPTABLE.**

## 3. Enquiries - Bid Solicitation

All enquiries must be submitted to the Contracting Authority no later than five (5) 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 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 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.

### **Exchange Rate Fluctuation**

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

### **Pricing Basis**

The bidder must quote firm unit prices in Canadian dollars, DDP Delivered Duty Paid (Montreal, Quebec), the Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) extra, as applicable. Freight charges to destination and all applicable Custom duties and Excise taxes must be included.

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

### **1. Evaluation Procedures**

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria specified below.

#### **Evaluation Criteria**

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 Technical Evaluation**

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

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

- Technical compliance (description of items 1 to 8 from pages 3 to 10 herein);
- Bids must be submitted for all destinations per NSN;
- Acceptance of terms and conditions as mentioned in the bid solicitation;
- Completion of the proposal.

## 1.2 Financial Evaluation

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

Compliance with Pricing Basis;

The Bid price will be determined by processing items at pages 3 to 10 as follows:

Unit price of items with individual NSN's.

## 1.3 Conditions/Certifications Precedent to Contract

Federal Contractors Program as specified in Part 5;

Mandatory Certifications Required Precedent to Contract Award as specified herein.

## 2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price on an item by item basis 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. Mandatory Certifications Required Precedent to Contract Award

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

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



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

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

## 2. Certifications Precedent to Contract Award

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

### 2.1 Federal Contractors Program - 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.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

The contractor will be required to provide the goods in accordance with the technical requirements and in the quantities stated at pages 3 to 10.

#### 2.1 SACC Manual Clauses

SACC Reference	Section	Date
B1501C	Electrical Equipment	16/06/06
B7500C	Excess Goods	16/06/06

### 3. Standard Conditions and Clauses

All clauses and conditions identified in the Contract 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.

#### 3.1 General Conditions

2010A (25/04/2013) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

#### 3.2 SACC Manual Clauses

SACC Reference	Section	Date
C2800C	Priority Rating	16/05/11
C2801C	Priority Rating - Canadian Contractors	16/05/11

#### 4. Term of Contract

##### 4.1 Delivery Date

All the deliverables must be received on or before \_\_\_\_\_ (Delivery as offered and as accepted will be inserted at contract award).

#### 5. Authorities

##### 5.1 Contracting Authority

The Contracting Authority for the contract is:

*Joanne Ladouceur (M)*  
*Supply Specialist*  
 Public Works and Government Services Canada  
 Acquisitions Branch  
 Logistics, Electrical, Fuel and Transportation Directorate  
 "HN" Division  
 7B3, Place du Portage, Phase III  
 11 Laurier Street  
 Gatineau, QC, K1A 0S5

Telephone : (819) 956-3587

E-mail address: joanne.m.ladouceur@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 Contractor Contacts

Name and telephone number of the person responsible for:

##### General Enquiries

Name: will be inserted at contract  
 Telephone No. will be inserted at contract  
 Facsimile No. will be inserted at contract  
 E-mail address: will be inserted at contract

##### Delivery Follow-up

Name: will be inserted at contract  
 Telephone No. will be inserted at contract  
 Facsimile No. will be inserted at contract  
 E-mail address: will be inserted at contract

## 6. Payment

### 6.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the *firm unit prices* specified in the Contract (*page 3 to 10*). Customs duties are *included* and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

### 6.2 Limitation of Price

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.

### 6.3 SACC Manual Clauses

SACC Reference	Section	Date
G1005C	Insurance	12/05/08
H1001C	Multiple Payments	12/05/08

## 7. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the following address for certification and payment.

National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON, K1A 0K2

Attention: Maria Lynn, NPB, DLP 4-4-1-5

- (b) One (1) copy must be forwarded to the following address.

Department of Public Works and Government Services  
"HN" Division  
7B3 Place du Portage, Phase III  
11 Laurier Street  
Gatineau, QC  
K1A 0S5

Attention: Joanne Ladouceur (M)

- (c) one (1) copy must be forwarded to the consignee.

## 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 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 (25/04/2013) General Conditions - Goods (Medium Complexity);
- (c) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*), as amended \_\_\_\_\_ (*insert date(s) of amendment(s), if applicable*).

## 11. Defence Contract

SACC Manual clause A9006C (16/07/2012) Defence Contract.

## 12. SACC Manual Clauses

SACC Reference	Section	Date
D5545C	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)	16/08/10

### 12.1 NSCM Traceability

Material supplied for the items specified in this contract is 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 shall 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 shall 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.

### 13. SACC Manual Clauses (Delivery)

SACC Reference	Section	Date
D2000C	Marking	30/11/07
D2001C	Labelling	30/11/07
D6010C	Palletization	30/11/07
D2025C	Wood Packaging Materials	12/12/08
D9002C	Incomplete Assemblies	30/11/07

#### 13.1 Shipping Instructions - Delivery at Destination

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

Delivered Duty Paid (DDP) (Montreal, Quebec) Incoterms 2000 for shipments from a commercial contractor.

#### 13.2 Shipping - Scheduling

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.

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