

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 WATER DEMINERALIZER & FILTER UNITS	
Solicitation No. - N° de l'invitation W8485-141283/A	Date 2013-06-17
Client Reference No. - N° de référence du client W8485-141283	
GETS Reference No. - N° de référence de SEAG PW-\$\$HL-420-62820	
File No. - N° de dossier hl420.W8485-141283	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-07-08	
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: Dumm, Jennifer	Buyer Id - Id de l'acheteur hl420
Telephone No. - N° de téléphone (819) 956-9675 ()	FAX No. - N° de FAX () -
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

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

Delivery Required - Livraison exigée 2013-09-30	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



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 7 CFSD - RECEIPTS SECTION CFB EDMONTON EDMONTON Alberta T5J4J5 Canada	W2481	DEPARTMENT OF NATIONAL DEFENCE 7 CF SUPPLY DEPOT STN FORCES P.O.BOX 10500 ATTN: INVOICE SECTION EDMONTON Alberta T5J4J5 Canada
WB941	DEPARTMENT OF NATIONAL DEFENCE 25 CFSD RECEIPTS SECTION, CFB MTL 6363 RUE NOTRE DAME ST E. MONTREAL Quebec H1N2E9 Canada	W1941	DEPARTMENT OF NATIONAL DEFENCE CFSD MONTREAL BOX 4000 STN K ATTN: INVOICE SECTION MONTREAL Quebec H1N3R9 Canada



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	<p>NSN - NNO: 4610-01-313-6085 100104117 DEMINERALIZER, WATER, ION EXCHANGE. POWER SOURCE: HAND OPERATED PUMP; USAGE LOCATION: STORED IN LIFERAFTS OR MAN OVERBOARD PACKS, EJECTION SEATS, TROOP TRANSPORT AIRCRAFT AND SHIPS; MATL: PLASTIC, STNLS STILL (GRADE 316 AND NITRONIC 50), TFC MEMBRANE, SILICONE RUBBER TUBING; STORAGE PERIOD: 6 YEARS; INSPECTION INTERVAL: 3 YEARS; STORAGE TEMP: NEG 22 DEG F TO 160 DEG F; FEED TEMP RANGE: 36 DEG TO 110 DEG F; DIMENSIONS: 2.01 IN. W, 4.57 IN. H, 8.0 IN L, WEIGHT: 2.5 LB; WATER PRODUCTION RATE: MIN. OF 0.82 QUARTS PER HOUR, AVAGE RATE: 1.08 QUARTS PER HOUR; SALT REJECTION RATE: 96.6 PERCENT MIN., 98.1 PERCENT AVERAGE; MAX. SUCTION HT: 10 FT; PUMP RATE FOR OPTIMAL PERFORMANCE: 30 STROKE PER MIN.; SOURCE WATER: CAN BE SALT, BRACKISH OR CONTAMINATED; INCLUDES PUMP, HOSE AND PREFILTER; FILTERING MEMBRANE ELEMENT IS A THIN-FILM COMPOSITE, SPIRAL WOUND REVERSE OSMOSIS MEMBRANE; FSC APPLICATION DATA: WATER PURIFICATION EQUIPMENT</p> <ul style="list-style-type: none"> • SHELF LIFE: 192 MONTHS • SAME AS ITEM 2 • Katadyn North America, Inc., 	W248A	W2481	50	Each	\$	XXXXXXXXXXXX		2013-09-30	



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	Minneapolis MN (0BJ61) P/N: MROD-06-LL • or equal • PROPOSED P/N: _____ • PROPOSED NSCM/CAGE: _____								



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
2	<p>NSN - NNO: 4610-01-313-6085</p> <p>100104117 DEMINERALIZER, WATER, ION EXCHANGE. POWER SOURCE: HAND OPERATED PUMP; USAGE LOCATION: STORED IN LIFERAFTS OR MAN OVERBOARD PACKS, EJECTION SEATS, TROOP TRANSPORT AIRCRAFT AND SHIPS; MATL: PLASTIC, STNLS STILL (GRADE 316 AND NITRONIC 50), TFC MEMBRANE, SILICONE RUBBER TUBING; STORAGE PERIOD: 6 YEARS; INSPECTION INTERVAL: 3 YEARS; STORAGE TEMP: NEG 22 DEG F TO 160 DEG F; FEED TEMP RANGE: 36 DEG TO 110 DEG F; DIMENSIONS: 2.01 IN. W, 4.57 IN. H, 8.0 IN L, WEIGHT: 2.5 LB; WATER PRODUCTION RATE: MIN. OF 0.82 QUARTS PER HOUR, AVAGE RATE: 1.08 QUARTS PER HOUR; SALT REJECTION RATE: 96.6 PERCENT MIN., 98.1 PERCENT AVERAGE; MAX. SUCTION HT: 10 FT; PUMP RATE FOR OPTIMAL PERFORMANCE: 30 STROKE PER MIN.; SOURCE WATER: CAN BE SALT, BRACKISH OR CONTAMINATED; INCLUDES PUMP, HOSE AND PREFILTER; FILTERING MEMBRANE ELEMENT IS A THIN-FILM COMPOSITE, SPIRAL WOUND REVERSE OSMOSIS MEMBRANE; FSC APPLICATION DATA: WATER PURIFICATION EQUIPMENT</p> <ul style="list-style-type: none"> • SHELF LIFE: 192 MONTHS • SAME AS ITEM 1 • Katadyn North America, Inc., 	WB941	W1941	50	Each	\$	XXXXXXXXXXXX		2013-09-30	



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	Minneapolis MN (0BJ61) P/N: MROD-06-LL • or equal • PROPOSED P/N: _____ • PROPOSED NSCM/CAGE: _____								



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	<p>NSN - NNO: 4610-20-007-6103 107594391 FILTER UNIT, WATER PURIFICATION, KNAPSACK. OVERALL LENGTH: 18.000 CENTIMETERS NOMINAL. OVERALL HEIGHT: 5.000 CENTIMETERS NOMINAL. OVERALL WIDTH: 8.000 CENTIMETERS NOMINAL. PART NAME ASSIGNED BY CONTROLLING AGENCY: PORTABLE WATER FILTER SPECIAL FEATURES: TECHNOLOGY: PUMP FILTER, CERAMIC DEPTH FILTRATION (0.2 MICRONS = 0.0002MM PORES) EFFECT: ELIMINATES BACTERIA, PROTOZOA, CYSTS, ALGAE, SPORES, SEDIMENTS AND VIRUSES IN COMBINATION WITH PARTICLES GREATER THAN 0.2 MICRONS. OUTPUT: APPROX 0.5 L/MIN CAPACITY: UP TO 7,000 L DEPENDING ON THE WATER QUALITY WEIGHT: APPROX. 210 G MATERIAL: PLASTIC AND SILICONE AND CERAMIC</p> <ul style="list-style-type: none"> • SAME AS ITEM 4 • Katadyn Produkte AG, Sweden (S4023) P/N: 8018973 • or equal • PROPOSED P/N: _____ • PROPOSED NSCM/CAGE: _____ 	W248A	W2481	300	Each	\$	XXXXXXXXXXXX	2013-09-30	



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	<p>NSN - NNO: 4610-20-007-6103 107594391 FILTER UNIT, WATER PURIFICATION, KNAPSACK. OVERALL LENGTH: 18.000 CENTIMETERS NOMINAL. OVERALL HEIGHT: 5.000 CENTIMETERS NOMINAL. OVERALL WIDTH: 8.000 CENTIMETERS NOMINAL. PART NAME ASSIGNED BY CONTROLLING AGENCY: PORTABLE WATER FILTER SPECIAL FEATURES: TECHNOLOGY: PUMP FILTER, CERAMIC DEPTH FILTRATION (0.2 MICRONS = 0.0002MM PORES) EFFECT: ELIMINATES BACTERIA, PROTOZOA, CYSTS, ALGAE, SPORES, SEDIMENTS AND VIRUSES IN COMBINATION WITH PARTICLES GREATER THAN 0.2 MICRONS. OUTPUT: APPROX 0.5 L/MIN CAPACITY: UP TO 7,000 L DEPENDING ON THE WATER QUALITY WEIGHT: APPROX. 210 G MATERIAL: PLASTIC AND SILICONE AND CERAMIC</p> <ul style="list-style-type: none"> • SAME AS ITEM 3 • Katadyn Produkte AG, Sweden (S4023) • P/N: 8018973 • or equal • PROPOSED P/N: _____ • PROPOSED NSCM/CAGE: _____ <p>NSCM/CAGE - COF/CAGE: S4023</p>	WB941	W1941	300	Each	\$	XXXXXXXXXXXX	2013-09-30	



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	Part No. - N° de la partie: 8018973								

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Buyer ID - Id de l'acheteur

h1420

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

W8485-141283

CCC No./N° CCC - FMS No/ N° VME

PART 1 - GENERAL INFORMATION

1. **Security Requirement**

There is no security requirement associated with this bid solicitation.

2. **Requirement**

The requirement is detailed under the "Line Item Detail".

3. **Debriefings**

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 2003 (2012-11-19) 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

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.

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 **30 September 2013**, the best delivery that could be offered is _____.

6. **Assurance of NSCM Traceability**

ASSURANCE OF NSCM (NATO SUPPLY CODE FOR MANUFACTURER) 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 should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

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) Inspection requirement;
- (c) Packaging requirement;
- (d) Shelf Life requirement (where applicable);
- (e) Acceptance of terms and conditions as mentioned in the bid solicitation;
- (f) Completion of the solicitation.

1.2 Financial Evaluation

THE FOLLOWING TERMS AND CONDITIONS ARE INCORPORATED HEREIN

SACC Reference	Section	Date
A0220T	Evaluation of Price	2013-04-25

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

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. 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 and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

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

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bids of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

2. Additional Certifications Precedent to Contract Award

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

2.1 Federal Contractors Program - 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

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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 applicable to this Contract.

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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A (2013-04-25), 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 within _____ calendar days from the effective date of the Contract.

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:

Jennifer Dumm, Supply Specialist
 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: 819-956-9675 Facsimile: 819-956-5227
 E-mail address: Jennifer.Dumm@tpsgc-pwgsc.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'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 Price(s)**

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 the contract for a cost of \$ _____ CAD. Customs duties are included, and Applicable Taxes are extra.

6.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

6.3 Terms of Payment

SACC Manual clause H1001C (2008-05-12) Multiple Payments

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
7A2, Place du Portage, Phase III
11 Laurier Street, Gatineau, QC K1A 0S5
Attention: Jennifer Dumm, 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: DAP 2-4-4

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

8.1 Compliance

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

9. Applicable Laws

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

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 (2013-04-25) General Conditions - Goods (Medium Complexity);
- (c) Requirement;
- (d) Basis of Payment;
- (e) the Contractor's bid dated _____, as clarified on _____.

11. Defence Contract

SACC Manual clause A9006C (2012-07-16) 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
D2025C	Wood Packaging Materials	2008-12-12
D5545C	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)	2010-08-16
D6010C	Palletization	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30
G1005C	Insurance	2008-05-12

13. Shelf Life

The Contractor must ensure that **items 1 and 2** 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. Additional Package Markings - Identical

1. The Contractor must ensure that in addition to the required interior and exterior package markings, the following information is provided for **items 1 and 2**:
 - (a) manufacturer's name;
 - (b) date of manufacture.
2. These markings must be applied and positioned in accordance with Canadian Forces Packaging Specification D-LM-008-002/SF-001.

15. Preparation for Delivery

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

16. 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.

17. Shipping Instructions - Delivery and Destination Schedules Unknown

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (TO DESTINATIONS SPECIFIED HEREIN). 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 Applicable 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, Alta
Telephone: 780-973-4011, ext. 4524

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