

**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 0B2 / Noyau 0B2
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 CONSTRUCTION ENGIN. EQUIP. SPARES		
Solicitation No. - N° de l'invitation W8486-162755/A		Date 2015-06-23
Client Reference No. - N° de référence du client W8486-162755		
GETS Reference No. - N° de référence de SEAG PW-\$\$HL-603-67564		
File No. - N° de dossier hl603.W8486-162755	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-08-04		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: Kamanayo, Gatsimbanyi		Buyer Id - Id de l'acheteur hl603
Telephone No. - N° de téléphone (819) 956-0524 ()		FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: <div>Specified Herein Précisé dans les présentes</div>		

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

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
W2481	DEPARTMENT OF NATIONAL DEFENCE 7 CF SUPPLY DEPOT RECEIPTS & ISSUES SECTION 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 25 CFSD MONTREAL 6363 RUE NOTRE DAME ST E. MONTREAL Quebec H1N2E9 Canada	W1941	DEPARTMENT OF NATIONAL DEFENCE C.P. 4000 SUCC K 25 DAFC / MAGASIN MONTREAL Quebec H1N3R9 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: 3805-01-157-3667 END BIT, MOLDBOARD • Proposed PN: Proposed NSCM: • NSCM/CAGE - COF/CAGE: 61552 Part No. - N° de la partie: 7440 OR EQUAL	WB941	W1941	12	Each	\$	XXXXXXXXXXXX	See Herein	
2	NSN - NNO: 4330-01-281-1691 FILTER ELEMENT, FLUID • Proposed PN: Proposed NSCM: • NSCM/CAGE - COF/CAGE: 35284 Part No. - N° de la partie: 36845 EQUAL	WB941	W1941	24	Each	\$	XXXXXXXXXXXX	See Herein	



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
3	NSN - NNO: 4010-01-454-1072 WIRE ROPE ASSEMBLY, SINGLE LEG • Proposed PN: Proposed NSCM: • NSCM/CAGE - COF/CAGE: 12361 Part No. - N° de la partie: 02257292 OR EQUAL	WB941	W1941	8	Each	\$	XXXXXXXXXXXX		See Herein	
4	NSN - NNO: 4330-01-494-0332 FILTER ELEMENT, FLUID • PART: P173207 NSCM: 18265 PART: 2474-9008 NSCM: 09AA2 OR EQUAL • Proposed PN: Proposed NSCM:	WB941	W1941	24	Each	\$	XXXXXXXXXXXX		See Herein	



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
5	NSN - NNO: 4330-01-494-0334 FILTER ELEMENT, FLUID • Proposed PN: Proposed NSCM: • NSCM/CAGE - COF/CAGE: 09AA2 Part No. - N° de la partie: 2474-9016A OR EQUAL	WB941	W1941	24	Each	\$	XXXXXXXXXXXX		See Herein	
6	NSN - NNO: 4140-01-584-5706 FAN, VANEAXIAL SPECIAL FEATURES: 24V BLOWER • Proposed PN: Proposed NSCM: • NSCM/CAGE - COF/CAGE: 46522 Part No. - N° de la partie: BH1300-49 OR EQUAL	W2481	W2481	12	Each	\$	XXXXXXXXXXXX		See Herein	

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
7	NSN - NNO: 4140-01-584-5706 FAN, VANEAXIAL SPECIAL FEATURES: 24V BLOWER • Proposed PN: Proposed NSCM: • NSCM/CAGE - COF/CAGE: 46522 Part No. - N° de la partie: BH1300-49 OR EQ	WB941	W1941	24	Each	\$		XXXXXXXXXXXX	See Herein	
8	NSN - NNO: 3805-12-326-0426 CUTTING EDGE, SCOOP, LOADER • Proposed PN: Proposed NSCM: • NSCM/CAGE - COF/CAGE: D0704 Part No. - N° de la partie: 4416256 OR EQUAL	W2481	W2481	10	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
9	NSN - NNO: 4320-15-001-1204 PUMP, ROTARY PN: 2PE22.5S-R54S2-VS OR EQUAL • Proposed PN: Proposed NSCM: NSCM/CAGE - COF/CAGE: A3563 Part No. - N° de la partie: 2PE22.5S-R54S2-VS	WB941	W1941	6	Each	\$	XXXXXXXXXXXX	See Herein	
10	NSN - NNO: 4140-15-179-6249 FAN, COOLING • Proposed PN: Proposed NSCM: • NSCM/CAGE - COF/CAGE: A0330 Part No. - N° de la partie: 30102566 OR EQUAL	WB941	W1941	7	Each	\$	XXXXXXXXXXXX	See Herein	



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
11	NSN - NNO: 4010-20-004-0144 CHAIN ASSEMBLY, SINGLE LEG • Proposed PN: Proposed NSCM: • NSCM/CAGE - COF/CAGE: 3AM27 Part No. - N° de la partie: RAP12TRSH OR EQUAL	WB941	W1941	40	AY	\$	XXXXXXXXXXXX		See Herein	
12	NSN - NNO: 4330-20-004-1411 FILTER ELEMENT, FLUID • Proposed PN: Proposed NSCM: • NSCM/CAGE - COF/CAGE: 0NBY0 Part No. - N° de la partie: 43541 OR EQUAL	W2481	W2481	12	EA	\$	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
13	NSN - NNO: 3830-20-005-9226 BUCKET, SCOOP TYPE LOADER • Proposed PN: Proposed NSCM: NSCM/CAGE - COF/CAGE: 36502 Part No. - N° de la partie: 213682-00 OR EQUAL	WB941	W1941	2	EA	\$	XXXXXXXXXXXX	See Herein	
14	NSN - NNO: 3830-20-006-6942 HITCH, TRUCK AND TRACTOR MOUNTING ATTACHMENT • Proposed PN: Proposed NSCM: • NSCM/CAGE - COF/CAGE: 36502 Part No. - N° de la partie: 214414-01 OR EQUAL	WB941	W1941	2	EA	\$	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
15	NSN - NNO: 4140-21-898-0297 FAN, VENTILATING • Proposed PN: Proposed NSCM: • NSCM/CAGE - COF/CAGE: 10988 Part No. - N° de la partie: S222133 OR EQUAL	WB941	W1941	6	EA	\$	XXXXXXXXXXXX	See Herein	
16	NSN - NNO: 4010-21-904-2571 ROPE, WIRE • Proposed PN: Proposed NSCM: • NSCM/CAGE - COF/CAGE: 37617 Part No. - N° de la partie: A8-12879 OR EQUAL	W2481	W2481	3	EA	\$	XXXXXXXXXXXX	See Herein	

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
17	NSN - NNO: 3830-21-913-0824 SHOE TYPE RUNNER • PART: B-16423 NSCM: 36502 PART: 16423-00-B NSCM: 36502 OR EQUAL • Proposed PN: Proposed NSCM: •	WB941	W1941	6	EA	\$	XXXXXXXXXXXX		See Herein	
18	NSN - NNO: 3830-21-913-0825 SHOE TYPE RUNNER PART: B-10691 NSCM: 36502 PART: 10691-00 NSCM: 36502 OR EQUAL • Proposed PN: Proposed NSCM: •	WB941	W1941	6	EA	\$	XXXXXXXXXXXX		See Herein	

Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire		Del. Offered Liv. offerte
						Destination	Plant/Usine	
19	NSN - NNO: 3805-21-913-0843 CUTTING EDGE, MOLDBOARD PART: 24459-00-B NSCM: 36502 PART: 24459 NSCM: 36502 OR EQUAL • Proposed PN: Proposed NSCM: •	WB941	W1941	8	EA	\$	XXXXXXXXXXXX	See Herein

Solicitation No. - N° de l'invitation

W8486-162755/A

Amd. No. - N° de la modif.

File No. - N° du dossier

hl603W8486-162755

Buyer ID - Id de l'acheteur

hl603

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

W8486-162755

CCC No./N° CCC - FMS No/ N° VME

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W8482-162755A

Client Ref. No. - N° de réf. du client
W8482-162755

Amd. No. - N° de la modif.

File No. - N° du dossier
hl632.W8482-162755

Buyer ID - Id de l'acheteur

hl603

CCC No./N° CCC - FMS No./N° VME

PART 1 - GENERAL INFORMATION

1.1 Requirement - Bid

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

1.2 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions 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 (2014-09-25) 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: 60 days

Insert: 90 days

2.2 SACC Manual Clauses

The following terms and conditions are incorporated herein

SACC Reference	Section	Date
B1000T	Condition of Material - Bid	2014-06-26

2.2.1 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.

2.2.2 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.

2.3 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.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all

bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.5 **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.

2.6 **Best Delivery Date - Bid**

While delivery is requested by September 30, 2015, the best delivery that could be offered is _____.

2.7 **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 re-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

3.1 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.

3.1.1 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 and model and/or part number and NSCM/CAGE of the substitute product;

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 provide technical information demonstrating the equivalency (e.g. Drawing, specifications, engineering reports and/or test reports), or to demonstrate that the substitute product is equivalent to the item specified in the bid solicitation, at the sole cost of bidders, within three (3) business days (or other delay specified herein) of the request. If the bidder fails to provide the requested information within the specified delay, Canada may declare the bid non-responsive

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.

3.1.2 SACC Manual Clauses

The following terms and conditions are incorporated herein

SACC Reference	Section	Date
C3011T	Exchange Rate Fluctuation	2013-11-06

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

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

4.1.1.1 Mandatory Technical Criteria

- a) Bids must clearly indicate the part number and manufacturer (NSCM/CAGE) offered at each line item in the "Line Item Detail"; and
- b) If equivalent products are being offered, the Bidder must indicate the part number and manufacturer (NSCM/CAGE) and submit the documents and information as detailed in Part 3, Equivalent Products clause.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

- a) The Bidder must bid a firm price in Canadian funds, Applicable Taxes excluded, DDP Delivered Duty Paid to destination(s) Incoterms 2000, Customs Duties included for each item offered; and
- b) The Bidders' financial bid must be in accordance with the Basis of Payment; and.
- c) Bidders who are submitting bids on items with identical NSNs to be delivered to multiple destinations must submit firm unit price(s) for each of these items.

4.2 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 responsive bid with the lowest evaluated price 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 an aggregate basis (all destinations per NSN).

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

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

5.1 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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/index.shtml) .

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

5.1.3 Additional Certifications Precedent to Contract Award

5.1.3.1 Product Certification

The Bidder certifies that all goods proposed conform to the specifications detailed under the "Line Item Detail".

Signature

Date

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement applicable to this Contract.

6.2 Requirement - Contract

The Contractor must provide the items detailed under the "Line Item Detail".

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010A (2014-11-27) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Complete Delivery

The Contractor must make the complete delivery within _____ calendar days from the effective date of the Contract.

6.4.2 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.**

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Gatsimbanyi Kamanayo

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: 819-956-0524

Facsimile: 819-956-5227

E-mail address: Gatsimbanyi.Kamanayo@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.

6.5.2 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:	_____	_____

6.6 Payment

6.6.1 Basis of Payment - Firm Unit Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in the contract for a cost of \$ _____ CAD (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

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

6.6.2 Terms of Payment

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

6.6.3 SACC Manual Clauses

The following terms and conditions are incorporated herein

SACC Reference	Section	Date
C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating - Canadian-based Contractors	2014-11-27

6.7 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.

Each invoice must be supported by the following documents, if applicable: (a) a copy of time sheets to support the time claimed; (b) a copy of the release document and any other documents as specified in the Contract; (c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses; (d) a copy of the monthly progress report.

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the appropriate consignee(s) for certification and payment.
- b. One (1) copy must be forwarded to:

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive, Ottawa, Canada, K1A 0K2
Attention: DLP 4-3-1-4

- c. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

3. 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.

6.8 Certifications

6.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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.

6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable*)

6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010A (2014-11-27) Goods (Medium Complexity);
- (c) Requirement;
- (d) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: " , as clarified on _____ " or " , as amended on _____ " and insert date(s) of clarification(s) or amendment(s)*)

6.11 Defence Contract

SACC Manual clause A9006C (2012-07-16) Defence Contract

6.12 SACC Manual Clauses

The following terms and conditions are incorporated herein

SACC Reference	Section	Date
B7500C	Excess Goods	2006-06-16
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D2025C	Wood Packaging Materials	2013-11-06
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

6.13 Preparation for Delivery

6.13.1 Preparation for Delivery - Canadian-based Contractor

Preservation and packaging for item 7 must be in accordance with the Canadian Forces packaging specification D-LM-008-001/SF-001, and must be marked to D-LM-008-002/SF-001. Form Level B "PKG DATA FORM REQD" must be in accordance with D-LM-008-011/SF-001.

6.13.2 Preparation for Delivery using Specification D-LM-008-036/SF-000

The Contractor must prepare items number – ALL - 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 number 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 17 and 18 in quantities of 1 unit up to a maximum of units by package suitable for distribution and storage.

The Contractor must package items number 3, 14, 16 and 19 in quantities of 1 by package.

6.14 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 re-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.

6.15 Shipping Instructions

6.15.1 Shipping Instructions - Delivery and Destination Schedules Unknown

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid:

- CFB Montréal for items number 1 to 5, 7, 9 to 11, 13 to 15 and 17 to 19.

- CFB Edmonton for items number 6, 8, 12 and 16.

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