

**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**

<b>Title - Sujet</b> SPECTRUM ANALYZER	
<b>Solicitation No. - N° de l'invitation</b> W8486-162773/A	<b>Date</b> 2015-07-14
<b>Client Reference No. - N° de référence du client</b> W8486-162773	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HN-323-67655	
<b>File No. - N° de dossier</b> hn323.W8486-162773	<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 2015-08-24</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> Dubeau, Stéphane	<b>Buyer Id - Id de l'acheteur</b> hn323
<b>Telephone No. - N° de téléphone</b> (819) 956-1533 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE 25 CFSD MONTREAL 6363 RUE NOTRE DAME ST E. MONTREAL Quebec H1N2E9 Canada	

**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**

Electrical & Electronics Products Division  
11 Laurier St./11, rue Laurier  
7B3, Place du Portage, Phase III  
Gatineau, Québec K1A 0S5

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



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: 5985-12-382-3695 DUMMY LOAD, ELECTRICAL • The bidder is requested to indicate the manufacturer and the part number offered below. • Proposed manufacturer: _____ • Proposed Part: _____ • NSCM/CAGE - COF/CAGE: D0894 Part No. - N° de la partie: 1300.7810.03	WB941	W8486	3	Each	\$	XXXXXXXXXXXX	See Herein	

Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
4	NSN - NNO: 6625-12-360-4684 SENSOR, CURRENT • The bidder is requested to indicate the manufacturer and the part number offered below. • Proposed manufacturer: _____ • Proposed Part: _____ • NSCM/CAGE - COF/CAGE: D0894 Part No. - N° de la partie: 1165.1909.02	WB941	W8486	3	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
5	NSN - NNO: 6130-12-382-5230 CONVERTER, DIRECT CURRENT TO DIRECT CURRENT • The bidder is requested to indicate the manufacturer and the part number offered below. • Proposed manufacturer: _____ • Proposed Part: _____ • NSCM/CAGE - COF/CAGE: D0894 Part No. - N° de la partie: 1309.6117.00	WB941	W8486	3	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
6	NSN - NNO: 6625-12-376-7589 CASE, ELECTRICAL-ELECTRONIC TEST • The bidder is requested to indicate the manufacturer and the part number offered below. • Proposed manufacturer: _____ • Proposed Part: _____ • NSCM/CAGE - COF/CAGE: D0894 Part No. - N° de la partie: 1309.6175.00	WB941	W8486	3	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
7	NSN - NNO: 6625-12-339-5760 ANALYZER, SPECTRUM • The bidder is requested to indicate the manufacturer and the part number offered below. • Proposed manufacturer: _____ • Proposed Part: _____ • NSCM/CAGE - COF/CAGE: D0894 Part No. - N° de la partie: 13142000231304561202	WB941	W8486	3	Each	\$	XXXXXXXXXXXX	See Herein	

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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Requirement**

The requirement is detailed under the Line Item Detail section herein.

#### **2.1 Delivery Requirement**

Delivery is requested to be completed as soon as possible.

### **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.

### **4. Trade Agreements**

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."

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## 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) (<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 (2015-07-03) 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) calendar days

#### 1.1 SACC Manual Clauses

SACC Reference	Section	Date
<a href="#">B1000T</a>	Condition of Material	2014-06-26

### 2. Submission of Bids

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

### 3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

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#### 4. **Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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

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

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

Canada requests that bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid ( 1 hard copy )
- Section II: Financial Bid ( 1 hard copy )
- Section III: Certifications ( 1 hard copy )
- Section IV: Additional Information ( 1 hard copy )

Prices must appear in the financial bid 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 corresponding to the bid solicitation;
- (c) include the certifications as a separate section of the bid.

#### **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.

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## 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 NCAGE 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 five (5) calendar days of the request. If the bidder fails to provide the requested information within the specified delay, Canada may declare the bid non-responsive.

## 2. Samples

### 2.1 Substitute Products and Replacement Part Number from OEM - Samples

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

The Bidder must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within five (5) calendar days from the date of request. The sample submitted by the Bidder will not remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirements of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive.

## SECTION II: FINANCIAL BID

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

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Buyer ID - Id de l'acheteur  
hn323  
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## SECTION III: CERTIFICATION

Bidders must submit the certification required under Part 5.

### Section IV: Additional Information

Bidder is requested to submit the following information with his bid. If not submitted, Public Works and Government Services Canada will request the bidder to submit the information within five (5) working days after bid solicitation closing date.

#### 1. Additional Information

##### 1.1 Delivery Requirement

While delivery are requested as soon as possible, Bidders are requested to provide the best number of calendar days for delivery that can be offered for each item detailed in the Line Item Detail section.

##### 1.2 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:

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## **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 specified below.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **1.1 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.

### **2. Technical Evaluation**

#### **2.1 Mandatory Technical Evaluation Criteria - Part Number and NCAGE**

It is requested that bidders indicate the Part Number and the NCAGE they are offering in their submission.

#### **2.2 Mandatory Technical Evaluation Criteria - Original Equipment Manufacturer**

The Manufacturer must be the Original Equipment Manufacturer (OEM) or be approved by the OEM to manufacture the subject items or that the proposed manufacturer has previously manufactured the items or provide other information for technical's review and acceptance to support the manufacturer's capability. Such information will be required within 72 hours of notification of the bidder or the bidder may supply the information with the bid.

#### **2.3 Mandatory Technical Evaluation Criteria - Substitute Products**

Bidders proposing a substitute product must meet the following criteria:

In order to be considered for the evaluation of a substitute product, Bidders must provide all required technical information (as detailed in Part 3, Section I, of this RFP) to demonstrate their technical compliance and to conform form, fit, function, quality and performance of these substitute products.

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## **2.4 Mandatory Technical Evaluation Criteria - Replacement Part Numbers from the OEM**

Bidders proposing a replaced part number must meet the following criteria:

In order to be considered for the acceptance of a replaced part number (superseded or obsolete), Bidders must provide:

- a. Proof by submitting a copy of a Certificate of conformity from the Original Equipment Manufacturer (OEM) providing justification/explanation that the part numbers are a replacement of the OEM parts specified herein and are equivalent in form, fit, function, quality and performance to the OEM's parts specified herein; or
- b. All required technical information (as detailed in Part 3, Section I, of this RFP) to demonstrate their technical compliance and to confirm form, fit, function, quality and performance of these replaced part numbers.

## **3. Financial Evaluation**

### **3.1 Pricing Basis**

Bidders must quote firm unit in Canadian dollars, Delivered Duty Paid, 25 CFSD, CFB Montreal, 6363 Notre Dame East, Montreal, Quebec, Applicable Taxes extra, as applicable. Freight charges to destination and all applicable Custom duties and Excise taxes must be included.

### **3.2 Total cost per items**

The total cost per item will be determined by multiplying the firm unit price by the quantity.

## **4. 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 aggregate basis will be recommended for award of a contract.

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## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Bidders must provide the required certifications and additional 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 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 will render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

#### **5.1.1 Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](#), to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

#### **5.2.1 Integrity Provisions List of Names**

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

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## 5.2.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](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.

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

## 5.2.3 General Environmental Criteria Certification

By submitting the bid, the bidder certifies that the information submitted in the General Environmental Criteria table found at [Annex A](#) is accurate and complete.

By submitting the bid the Bidder certifies that it meets, and will continue to meet throughout the duration of any resulting contract, a minimum of four out of seven requirements identified in the General Environmental Criteria Table found at [Annex A](#);

Additional Information: The Bidder must complete [Annex A](#) by inserting a checkmark next to every criteria that are met. Bidders are requested to submit [Annex A](#) with their bid. As this is a new procedure, Canada reserves the right to request [Annex A](#) after bid closing. The Contracting Authority will inform the Bidder of a time frame within which to provide it. Failure to provide [Annex A](#) within the required time frame will render the bid non-responsive.

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## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

The Contractor must provide the items detailed under the Line Item Detail section. The equipment must come with a Certificate of Calibration.

#### 2.1 SACC Manual Clauses

SACC Reference	Section	Date
<a href="#">B1501C</a>	Electrical Equipment	2006-06-16
<a href="#">B7500C</a>	Excess Goods	2006-06-16

### 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 (2015-07-03), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### 4. Term of Contract

#### 4.1 Delivery Date

The Contractor must make the delivery within the number of calendar days as detailed under the Line Item Detail section for items 002 to 007 from the effective date of the Contract

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## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the contract is:

Stéphane Dubeau  
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) 956-1533 Facsimile: (819) 953-4944  
E-mail address: stephane.dubeau@pwgsc-tpsgc.gc.ca

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

### 5.2 Procurement Authority

The Procurement Authority for the Contract is:

\_\_\_\_\_ (*Name of Procurement Authority*)

\_\_\_\_\_ (*Title*)

\_\_\_\_\_ (*Organization*)

\_\_\_\_\_ (*Address*)

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

E-mail: \_\_\_\_\_.

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

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### 5.3 Contractor's Representative

Name and telephone number of the person responsible for:

#### General Enquiries

Name: will be inserted at contract  
Telephone: will be inserted at contract  
Facsimile: will be inserted at contract  
E-mail: will be inserted at contract

#### Delivery Follow-up

Name: will be inserted at contract  
Telephone: will be inserted at contract  
Facsimile: will be inserted at contract  
E-mail: will be inserted at contract

### 6. Payment

#### 6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a **firm unit prices**, as specified in **the contract** for a cost of \$ \_\_\_\_\_ (**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.

#### 6.2 Single Payment

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

#### 6.3 SACC Manual Clauses

SACC Reference	Section	Date
<a href="#">G1005C</a>	Insurance	2008-05-12

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## 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) one (1) copy must be forwarded to the address shown on page 1 of the Contract.
  - (b) one (1) original must be forwarded to the following address:

National Defence Headquarters - MGen George R. Pearkes Building  
101 Colonel By Drive, Ottawa, ON, K1A 0K2  
Attention: \_\_\_\_\_.
  - (c) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

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

## 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, 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.

### 8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of the Contract.

## 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 (2015-07-03) General Conditions - Goods, (Medium Complexity);
- c. requirement (indicated in line item detail section);
- d. the Contractor's bid dated \_\_\_\_\_.

## 11. Defence Contract

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

## 12. SACC Manual Clauses

SACC Reference	Section	Date
<a href="#">D5545C</a>	ISO 9001:2008 Quality Management Systems - Requirements (Quality Assurance Code C)	2010-08-16

### 12.1 NATO Commercial and Government Entity Code (NCAGE) Traceability

Material supplied for the items specified in this contract is subject to investigation by Canada. Material which can neither be demonstrated by the contractor as having originated directly from the NCAGE specified for the item in this contract, nor as supplied with the specific written permission of this specified NCAGE, are subject to the following action by Canada. Canada 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 Canada, 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 Canada, and the costs which, in Canada'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
<a href="#">D2000C</a>	Marking	2007-11-30
<a href="#">D2001C</a>	Labelling	2007-11-30
<a href="#">D9002C</a>	Incomplete Assemblies	2007-11-30
<a href="#">D6010C</a>	Palletization	2007-11-30

#### 13.1 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered:  
Delivered Duty Paid (DDP), 25 CFSD, CFB Montreal, 6363 Notre Dame East, Montreal,  
Quebec, Incoterms 2000 for shipments from a commercial contractor.

#### 13.2 Preparation for Delivery

The Contractor must prepare items 2 to 7 for delivery in accordance with the latest issue of the Canadian Forces packaging specifications D-LM-008-035/SF-001, Electrostatic Discharge Protective Packaging - Electronic Parts, Assemblies and Equipment;

#### 13.3 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, Quebec  
Telephone: 1-866-935-8673 (toll free), or  
514-252-2777, ext. 2363 / 4673 / 4282

Annex A :

General Environmental Criteria Certification

**The Contractor must meet and continue to meet four out of seven criterions during the entire duration of the contract.**

<b>Green practices within supplier's organization:</b>	<b>Insert a checkmark for each criteria that is met</b>
Promotes a paperless environment through directives, procedures and/or programs.	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client.	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification.	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	
Registered to ISO 14001 or has an equivalent environmental management system in place	