



**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

**SOLICITATION AMENDMENT  
MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

**Comments - Commentaires**

E-mail/Courriel: mark.walton@tpsgc-pwgsc.gc.ca

**Vendor/Firm Name and Address**

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

Scientific, Medical and Photographic Division /  
Division de l'équipement scientifique, des produits  
photographiques et pharmaceutiques  
11 Laurier St./ 11 rue, Laurier  
6B1, Place du Portage  
Gatineau, Québec K1A 0S5

|   |   |
|---|---|
| <b>Title - Sujet</b><br>STOCK BUY FOR GRIFFON   |   |
| <b>Solicitation No. - N° de l'invitation</b><br>W8485-163580/A  | <b>Amendment No. - N° modif.</b><br>001                                   |
| <b>Client Reference No. - N° de référence du client</b><br>W8485-163580   | <b>Date</b><br>2016-03-17   |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$\$PV-903-70564  |   |
| <b>File No. - N° de dossier</b><br>pv903.W8485-163580   | <b>CCC No./N° CCC - FMS No./N° VME</b>                                    |
| <b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-04-25</b>  | <b>Time Zone</b><br>Fuseau horaire<br>Eastern Daylight Saving<br>Time EDT |
| <b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes<br><b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/> |   |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Walton, Mark   | <b>Buyer Id - Id de l'acheteur</b><br>pv903                               |
| <b>Telephone No. - N° de téléphone</b><br>(873) 469-3185 ( )  | <b>FAX No. - N° de FAX</b><br>( ) -                                       |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b>   |   |

Instructions: See Herein

Instructions: Voir aux présentes

|   |  |
|---|--|
| <b>Delivery Required - Livraison exigée</b>   | <b>Delivery Offered - Livraison proposée</b> |
| <b>Vendor/Firm Name and Address</b><br><b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>  |  |
| <b>Telephone No. - N° de téléphone</b><br><b>Facsimile No. - N° de télécopieur</b>  |  |
| <b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)</b><br><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>                                  |

Solicitation No. - N° de l'invitation  
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Buyer ID - Id de l'acheteur  
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CCC No./N° CCC - FMS No./N° VME

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This amendment is raised to correct the Clauses and Conditions document in the English version of the original solicitation to match the correct Clauses and Conditions for this solicitation, as detailed herein. No changes are required for the French version. All other terms and conditions of the original solicitation remain unchanged.

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W8485-163580/A  
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## STOCK BUY FOR GRIFFON

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## STOCK BUY FOR GRIFFON

### PART 1 - GENERAL INFORMATION

#### 1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

#### 1.2 Requirement

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

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

#### 1.4 Trade Agreements

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

### 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 (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) days

##### 2.1.1 SACC Manual Clauses

| SACC Reference | Title                 | Date       |
|----------------|-----------------------|------------|
| <u>B1000T</u>  | Condition of Material | 2007-11-30 |

#### 2.2 Submission of Bids

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

#### 2.3 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 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.

## 2.4 Applicable Laws

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

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

### 3.1 Bid Preparation Instructions

#### 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 Service

Purchase of the system must include: regional technical support; technical phone support; support via the Internet; and support via a fax-back document system.

Response for service shall be within 24 hours or less.

Also, provide the following with your bid:

- a) Location of available service facilities (after sales service and repair). List the service facilities closest to the destination.

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- b) Locations of available replacement parts from consumables to major components.

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- c) Response time re: service calls, and escalation schedule, i.e. (how many days with no resolution to a problem until a more experienced person is called in, and from which location).

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- d) List the frequency of routine maintenance visits provided by a qualified service technician during the warranty period, if applicable and included in the price.

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### 3.1.2 Product(s) Offered

The Bidder must indicate the make and model number of the products offered (identify specific components which make up the system):

Name of Manufacturer: \_\_\_\_\_

Model/Part Number: \_\_\_\_\_

Literature attached: Yes ( ☐ ) No ( ☐ )

### 3.1.3 Delivery

While delivery is requested by **May 31, 2016**, the best delivery that could be offered by the Bidder is \_\_\_\_\_.

### 3.1.4 Contacts

Bidders are requested to provide the following: Information pertaining to Article 5.3 Contractor Representatives under Part 6, Resulting Contract Clauses.

### 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.

#### 3.2.1 Exchange Rate Fluctuation

- C3011T (2013-11-06), Exchange Rate Fluctuation

### 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

1. PRICING BASIS (MANDATORY): Prices must be firm, DDP Delivered Duty Paid.

2. ABILITY TO MEET THE TECHNICAL REQUIREMENT (MANDATORY):

a) **For Items Identified by Trade Reference, Model, or Part Number:** Ability to offer the stores specified "or equivalent". Equivalent substitutes for the stores specified herein will be considered provided the trade reference and the words "or equivalent" are crossed out and replaced by the trade reference of the stores offered. Equivalents will be evaluated in terms of form, fit, performance/function and quality. Equivalents must provide service equal to or better than the stores specified. The bidder warrants that all proposed substitutes will be fully interchangeable with the trade reference specified.

b) **Provision of Supporting Technical Documentation:** Supporting technical documentation for the stores offered shall be provided with the bid at time of bid closing. Technical brochures or technical data MUST be provided to verify compliancy to the technical mandatory specifications.

3. COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS REQUEST FOR PROPOSAL (MANDATORY)

4. FOR CANADIAN SUPPLIERS ONLY: Please note that the requirements of the Federal Contractors Program for Employment Equity may apply - see herein. (MANDATORY)

#### 4.1.1.1 Mandatory Technical Criteria

- Technical Compliance
- Bids submitted for all destinations
- Compliance with Pricing Basis
- Proposal complete and signed
- Employment Equity

#### 4.1.2 Financial Evaluation

- SACC Manual Clause [A0222T](#) (2014-06-26), Evaluation of Price - Canadian / Foreign Bidders

#### 4.2 Basis of Selection

##### 4.2.1 SACC Manual Clause

| SACC Reference         | Title              | Date       |
|------------------------|--------------------|------------|
| <a href="#">A0069T</a> | Basis of Selection | 2007-05-25 |

### 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](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), 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.

## 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](#)" list at the time of contract award.

## 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

6.1.1 There is no security requirement applicable to this Contract.

### 6.2 Requirement

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

#### 6.2.1 Service

- a) Location of available service facilities (after sales service and repair). Service facilities closest to the destination.
- b) Locations of available replacement parts from consumables to major components.
- c) Response time re: service calls, and escalation schedule, i.e. (how many days with no resolution to a problem until a more experienced person is called in, and from which location).
- d) List the frequency of routine maintenance visits provided by a qualified service technician during the warranty period, if applicable and included in the price.

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

### 6.4 Term of Contract

#### 6.4.1 Delivery Date

All the deliverables must be received on or before *(date to be inserted at contract award)*.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

*The Contracting Authority for the Contract is:*

Mark Walton  
Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Commercial Consumer Products Directorate  
Scientific, Medical, and Photographic Division "PV"  
6A2, Phase III, Place du Portage,  
11 Laurier Street,  
Gatineau, Quebec, Canada K1A 0S5



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CCC No./N° CCC - FMS No./N° VME

Telephone: 873-469-3185  
Facsimile: 819-956-3814  
E-mail address: [mark.walton@tpsgc-pwgsc.gc.ca](mailto:mark.walton@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 Technical Authority: To be identified at contract award

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### 6.5.3 Contractor's Representative

*The telephone number, with extension if applicable, 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: \_\_\_\_\_

#### 6.6 Payment

##### 6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm unit or lot price(s), as specified in the contract, for a cost of \$ (*amount to be inserted 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 SACC Manual Clauses

| SACC Reference | Title             | Date       |
|----------------|-------------------|------------|
| <u>H1001C</u>  | Multiple Payments | 2008-05-12 |

#### 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.

2. Invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded to the addresses shown on page 2 of the Contract for certification and payment.

(b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the 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 additional 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 additional 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 **Ontario, Canada**.

## 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** (2015-07-03), General Conditions - Goods (Medium Complexity),
- (c) the Contractor's bid dated (*date bid is signed to be inserted at contract award*)

## 6.11 SACC Manual Clauses

| SACC Reference         | Title   | Date       |
|------------------------|---|------------|
| <a href="#">A2000C</a> | Foreign Nationals (Canadian Contractor)   | 2006-06-16 |
| <a href="#">A9062C</a> | Canadian Forces Site Regulations  | 2011-05-16 |
| <a href="#">B1501C</a> | Electrical Equipment  | 2006-06-16 |
| <a href="#">B7500C</a> | Excess Goods  | 2006-06-16 |
| <a href="#">D2000C</a> | Marking   | 2007-11-30 |
| <a href="#">D2001C</a> | Labeling  | 2007-11-30 |
| <a href="#">D2025C</a> | Wood Packaging Materials  | 2013-11-06 |
| <a href="#">D3010C</a> | Delivery of Dangerous Goods/Hazardous Products  | 2016-01-28 |
| <a href="#">D5510C</a> | Quality Assurance Authority (Department of National Defence) - Canadian-based Contractor <b>APPLIES TO ITEM 1</b> | 2014-06-26 |
| <a href="#">D5540C</a> | ISO 9001:2008 Quality Management Systems - Requirements (Quality Assurance Code Q) <b>APPLIES TO ITEM 1</b>       | 2010-08-16 |
| <a href="#">D5545C</a> | ISO 9001:2008 - Quality Management Systems - Requirements (QAC C) - <b>APPLIES TO ITEMS 2-5</b>                   | 2010-08-16 |
| <a href="#">D6009C</a> | Shipping Instructions - Delivery and Destination Schedules Unknown  | 2013-04-25 |
| <a href="#">D6010C</a> | Palletization   | 2007-11-30 |
| <a href="#">D5606C</a> | Release Documents (Department of National Defence) - Canadian-based Contractor                                    | 2012-07-16 |

### 6.11.1 Release Documents - Distribution - APPLIES TO ITEM 1

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- a. One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- b. Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- c. One (1) copy to the Contracting Authority;
- d. One (1) copy to:
  - National Defence Headquarters
  - MGen George R. Pearkes Building
  - 101 Colonel By Drive
  - Ottawa, ON K1A 0K2
  - Attention: 55B, DAP 4-3-2-4, DGAEPM

- e. One (1) copy to the Quality Assurance Representative;
- f. One (1) copy to the Contractor; and
- g. For all non-Canadian contractors, one (1) copy to:
  - DQA/Contract Administration
  - National Defence Headquarters
  - MGen George R. Pearkes Building
  - 101 Colonel By Drive
  - Ottawa, ON K1A 0K2
  - E-mail: [ContractAdmin.DQA@forces.gc.ca](mailto:ContractAdmin.DQA@forces.gc.ca)

#### **6.11.2 Preparation for Delivery - Canadian-based Contractor**

1. Preservation and packaging for items **2, 3, and 5** 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 Req'd must be in accordance with D-LM-008-011/SF-001.

2. Packaging data forms previously approved by Canadian authorities are acceptable.

3. Approved coded packaging data is shown immediately below the description of the item to which it applies. Where no data is shown, the Contractor must submit a packaging data form for approval.

#### **6.11.3 Packaging Requirement using Specification D-LM-008-036/SF-000**

The Contractor must prepare item numbers **1 and 4** 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 item numbers 1 and 4 in quantities of one (1) by package.