



**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**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Industrial Vehicles & Machinery Products Division  
11 Laurier St./11, rue Laurier  
7B1, Place du Portage, Phase III  
Gatineau  
Québec  
K1A 0S5

|   |  |
|---|--|
| <b>Title - Sujet</b><br>REDUCE RECOIL ROPE  |  |
| <b>Solicitation No. - N° de l'invitation</b><br>W8482-168414/A  | <b>Date</b><br>2016-05-11  |
| <b>Client Reference No. - N° de référence du client</b><br>W8482-168414   |  |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$\$HS-639-70917  |  |
| <b>File No. - N° de dossier</b><br>hs639.W8482-168414   | <b>CCC No./N° CCC - FMS No./N° VME</b>   |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2016-06-22</b>  | <b>Time Zone</b><br><b>Fuseau horaire</b><br>Eastern Daylight Saving<br>Time EDT |
| <b>F.O.B. - F.A.B.</b><br><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><br>Beaudry, Christine   | <b>Buyer Id - Id de l'acheteur</b><br>hs639                                      |
| <b>Telephone No. - N° de téléphone</b><br>(873) 469-3335 ( )  | <b>FAX No. - N° de FAX</b><br>(819) 956-5227                                     |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br><br>Specified Herein<br>Précisé dans les présentes |  |

**Instructions: See Herein**

**Instructions: Voir aux présentes**

|   |  |
|---|--|
| <b>Delivery Required - Livraison exigée</b><br>See Herein   | <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><br><br><br><br><br><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</b><br><b>(type or print)</b><br><b>Nom et titre de la personne autorisée à signer au nom du fournisseur/<br/>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b><br><br><br><br><br><b>Signature</b><br><br><br><br><br><b>Date</b> |  |



| Destination Code -<br>Code destinataire | Destination Address -<br>Adresse de la destination   | Invoice Code - Code<br>bur.-comptable | Invoice Address -<br>Adresse de facturation   |
|---|--|---------------------------------------|---|
| D - 1                                   | FORMATION COMMANDER<br>HMC DOCKYARD<br>BLDG D-206 DOOR 1 THRU 13<br>HALIFAX NS B3K 5X5<br>CANADA                                       | W010B                                 | DEPARTMENT OF NATIONAL DEFENCE<br>P.O. BOX 99000 STN FORCES<br>MARITIME FORCES ATLANTIC<br>HALIFAX<br>Nova Scotia<br>B3K5X5<br>Canada               |
| W2B02                                   | DEPARTMENT OF NATIONAL DEFENCE<br>BASE COMMANDER, CFB ESQUIMALT<br>BLDG 66 COLWOOD<br>VICTORIA<br>British Columbia<br>V9A7N2<br>Canada | W0103                                 | DEPARTMENT OF NATIONAL DEFENCE<br>BASE LOGISTIC OFF., CFB ESQUIMALT<br>STN FORCES P.O.BOX 17000<br>VICTORIA<br>British Columbia<br>V9A7N2<br>Canada |



| Item<br>Article | Description  | Dest.<br>Code<br>Dest. | Inv.<br>Code<br>Fact. | Qty<br>Qté | U. of I.<br>U. de D. | Destination | Unit Price/Prix unitaire<br>FOB/FAM | Plant/Usine | Delivery Req.<br>Livraison Req. | Del. Offered<br>Liv. offerte |
|-----------------|--|------------------------|-----------------------|------------|----------------------|-------------|-------------------------------------|-------------|---------------------------------|------------------------------|
| 1               | NSN - NNO: 4020-20-004-3608<br>REDUCE RECOIL ROPE<br>SUPPLEMENTARY FEATURES; MINIMUM<br>BREAKING STRENGTH 499<br>KILONEWTONS, FABRICATION METHOD<br>12 STRAND BRAIDED, ISSUE FORM 400<br>METERS PER REEL, ORDERING INFO;<br>AS PER APPENDIX A PARAGRAPH A1<br>AND A2 OF STANDARD CAN/CGSB-<br>40.20-2008.<br>NSCM/CAGE - COF/CAGE: 35068<br>Part No. - N° de la partie:<br>CAN/CGSB-40.20-2008 | W2B02                  | W0103                 | 15         | RL                   | \$          | XXXXXXXXXXXX                        |             | See Herein                      |                              |



| Item<br>Article | Description  | Dest.<br>Code<br>Dest. | Inv.<br>Code<br>Fact. | Qty<br>Qté | U. of I.<br>U. de D. | Destination | Unit Price/Prix unitaire<br>FOB/FAM | Plant/Usine | Delivery Req.<br>Livraison Req. | Del. Offered<br>Liv. offerte |
|-----------------|--|------------------------|-----------------------|------------|----------------------|-------------|-------------------------------------|-------------|---------------------------------|------------------------------|
| 2               | NSN - NNO: 4020-20-004-3608<br>REDUCE RECOIL ROPE<br>SUPPLEMENTARY FEATURES; MINIMUM<br>BREAKING STRENGTH 499<br>KILONEWTONS, FABRICATION METHOD<br>12 STRAND BRAIDED, ISSUE FORM 400<br>METERS PER REEL, ORDERING INFO;<br>AS PER APPENDIX A PARAGRAPH A1<br>AND A2 OF STANDARD CAN/CGSB-<br>40.20-2008.<br>NSCM/CAGE - COF/CAGE: 35068<br>Part No. - N° de la partie:<br>CAN/CGSB-40.20-2008 | D - 1                  | W010B                 | 24         | RL                   | \$          | XXXXXXXXXXXX                        |             | See Herein                      |                              |

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirement**

There is no security requirement associated with this bid solicitation.

### **1.2 Requirement - Bid**

The Department of National Defence has a requirement to purchase thirty-nine (39) roll of Reduce Recoil Rope as described at Annex A - Pricing.

The requirement includes an option to purchase up to thirty (30) roll Reduce Recoil Rope to be exercised within twelve (12) months from the effective date of the contract.

### **1.3 Trade Agreements**

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Columbia Free Trade Agreement (CCOFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Panama Free Trade Agreement (CPAFTA) and the Agreement on Internal Trade (AIT).

### **1.4 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within fifteen (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 (PWGSC).

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 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

**Subsection 05.4** of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

**Delete:** Bids will remain open for acceptance for a period of not less than **sixty (60) days** from the closing date of the bid solicitation

**Insert:** Bids will remain open for acceptance for a period of not less than **ninety (90) calendar days** from the closing date of the bid solicitation

### 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 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 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 - Bid

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**

### **3.1 Bid Preparation Instructions**

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

First page of the Request for Proposal signed by the bidder or an authorized representative of the Bidder (1 signed copy)

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 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, quality and performance 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, quality and performance 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.

### **3.1.2 Substitute Products - Replaced Part Numbers from the OEM**

1. Products that are replaced part number (superseded or obsolete) from the OEM must be equivalent in form, fit, function, quality and performance to the original item(s) specified in the bid solicitation and will be considered where the bidder provides upon request of the Contracting Authority:

- 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, 3.1.1 Equivalent Product) to demonstrate their technical compliance and to confirm form, fit, function, quality and performance of these replaced part numbers.

2. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product 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.

### **3.1.3 Samples**

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 fourteen (14) calendar days from the date of request. The sample submitted by the Bidder will 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**

Bidders must submit their financial bid in accordance with the Basis of Payment specified in Part 6.

Prices should appear in Annex A – Pricing only.

### 3.1.6 Pricing



Bidders must submit firm prices, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable and Applicable Taxes must be shown separately.

#### 3.1.6.1 Pricing - Multi-Item Bid Solicitation

Bidders do not have to quote a price for all items identified in the bid solicitation. However, Bidders must quote a price for all items with identical Nato Stock Numbers in order to be evaluated. Bidders may withdraw one or more items from their bid, after bid closing but prior to contract award, by advising in writing the Contracting Authority.

### 3.1.7 SACC Manual Clauses

#### 3.1.7.1 Exchange Rate Fluctuation Risk Mitigation

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form PWGSC-TPSGC 450 , Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
4. At time of bidding, the Bidder must complete columns (1) to (4) on form PWGSC-TPSGC 450 , for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

### Section III: Certifications

Bidders must submit the certifications required under Part 5.

### Section IV: Additional Information

Canada requests that bidders submit the following information:

#### 3.1.8 Best Delivery Date - Bid

While delivery is requested by June 2016, the best delivery that could be offered is as follows:

Item 001 – Reduce Recoil Rope will be delivered within \_\_\_\_\_ weeks/calendar days from the effective date of the contract.

Item 002 – Reduce Recoil Rope will be delivered within \_\_\_\_\_ weeks/calendar days from the effective date of the contract.

### **3.1.8.1 Optional Quantity**

The best delivery that could be offered is as follows:

Item 003 - If an option is exercised, up to thirty (30), Reduced Recoil Rope will be delivered within \_\_\_\_\_ weeks/calendar days.

Item 004 - If an option is exercised, up to thirty (30), Reduced Recoil Rope will be delivered within \_\_\_\_\_ weeks/calendar days.

### **3.1.9 Bidder's Representatives**

Canada requests that Bidders provide information for the contact person responsible for:

#### **General enquiries**

Name:

Telephone No:

Facsimile No:

E-mail address:

#### **Delivery follow-up**

Name:

Telephone No:

Facsimile No:

E-mail address:

## **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**

##### **4.1.1.1 Mandatory Technical Evaluation Criteria - Part Number and NSCM/CAGE**

Bidders must indicate the Part Number and the NSCM/CAGE they are offering.

##### **4.1.1.2 Mandatory Technical Evaluation Criteria - Equivalent Products and Substitute Products**

Bidders proposing an Equivalent Product or a Substitute Product must indicate the brand name and model and/or Part Number and the NSCM/CAGE they are offering.

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Mandatory Financial Evaluation Criteria**

The price of the bid must be in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable and Applicable Taxes extra.

Bidders must quote a price for all destinations with the same Nato Stock Number.

##### **4.1.2.2 Aggregate Evaluated Price**

1. Bids will be evaluated on an aggregate price basis for the firm quantity and the optional quantity as follows:

2. The firm prices for the quantity will be multiplied by their identified quantities to obtain the evaluated price of the firm quantity

3. Since the optional quantities are to be exercised within twelve (12) months, calculation will be as follows:

- a) The sum of all firm prices, per item, for the optional quantity, will be divided by three (3) to obtain the average price per location;
- b) For each item, the average price will be multiplied by the estimated quantity, fifteen (15).
- c) The sum of all optional quantity will be added to obtain the evaluated price of the optional quantity.

4. The sum of all evaluated prices will determine the evaluated aggregate.

#### **4.2 Basis of Selection**

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest aggregate evaluated price per Nato Stock Number will be recommended for award of a contract.

## **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>), 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" 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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### 5.2.3 Additional Certifications Precedent to Contract Award

#### 5.2.3.1 Equivalent Products and Substitute Products Conformance Certification

The Bidder certifies that all Equivalent Products and Substitute Products proposed conform to the requirement detailed under the "Line Item Detail".

This certification does not relieve the bid from meeting the requirement detailed in Part 3, Section I, Equivalent Products and Substitute Products.

\_\_\_\_\_  
Bidder's authorized representative Signature

\_\_\_\_\_  
Date

#### 5.2.3.2 General Environmental Criteria Certification

The Bidder must select and complete one of the following two certification statements.

- A) The Bidder certifies that the Bidder is registered or meets ISO 14001.

\_\_\_\_\_  
Bidders' Authorized Representative Signature

\_\_\_\_\_  
Date

or

- B) The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Bidder must indicate which four (4) criteria, as a minimum, are met.

| Green Practices within the Bidders' organization                                | Insert a checkmark for each criterion that is met |
|---|---|
| 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.  |  |

\_\_\_\_\_  
Bidders' Authorized Representative 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 Requirement

There is no security requirement applicable to this Contract.

### 6.2 Requirement - Contract

The Contractor must provide the items detailed at Annex A - Pricing.

#### 6.2.1 Technical Changes, Substitutes and Alternatives

Any technical changes, equivalent products and alternatives proposed by the Contractor must be evaluated for acceptance by the Technical Authority. Any equivalent products and alternatives must be equivalent in form, fit, function and performance. Equivalent products and alternatives that are offered as equivalent will only be acceptable once they are approved by the Technical Authority as an equivalent. A contract amendment or a completed Design Change/Deviation form will be issued.

Should the Technical Authority not accept the equivalent product or the alternative and the Contractor is unable to meet the technical requirement, Canada may terminate the contract for default in accordance with the general conditions stated in the contract.

### 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 (PWGSC).

#### 6.3.1 General Conditions

2010A (2016-04-04) General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Delivery

The Contractor must make the delivery as follows:

Item 001 – Reduce Recoil Rope will be delivered within to be inserted by PSPC weeks/calendar days from the effective date of the contract.

Item 002 – Reduce Recoil Rope will be delivered within to be inserted by PSPC weeks/calendar days from the effective date of the contract.

##### 6.4.1.1 Optional Quantity

Item 003 - If an option is exercised, up to thirty (30), Reduced Recoil Rope will be delivered within to be inserted by PSPC weeks/calendar days.

Item 004 - If an option is exercised, up to thirty (30), Reduced Recoil Rope will be delivered within **to be inserted by PSPC** weeks/calendar days.

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Christine Beaudry

Supply Specialist

Public Services and Procurement Canada

Acquisitions Branch

Logistics, Electrical, Fuel and Transportation Directorate

"HS" Division

Place du Portage, Phase III, 7B1

11 Laurier Street

Gatineau, QC K1A 0S5

Telephone: 873-469-3335

E-mail address: christine.beaudry@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.

### **6.5.2 Procurement Authority**

The Procurement Authority for the contract is:

Name: **to be inserted by PSPC**

DLP:

National Defence Headquarters

Mgen. George R. Pearkes Building

101 Colonel By Drive

Ottawa, Ontario K1A 0K2

Telephone:

Facsimile:

E-mail address:

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.

### 6.5.3 Contractor's Representatives

#### General enquiries

Name: to be inserted by PSPC

Telephone No:

Facsimile No:

E-mail address:

#### Delivery follow-up

Name: to be inserted by PSPC

Telephone No:

Facsimile No:

E-mail address:

## 6.6 Payment

### 6.6.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties, Excise Taxes included where applicable and Applicable Taxes extra.

The price paid will be adjusted in accordance with the exchange rate fluctuation provision (as applicable).

### 6.6.2 SACC Manual Clauses

| SACC Reference | Title               | Date       |
|----------------|---------------------|------------|
| C6000C         | Limitation of Price | 2011-05-16 |
| H1001C         | Multiple Payments   | 2008-05-12 |

### 6.6.3 Exchange Rate Fluctuation Adjustment

1. The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
2. For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provisions in the contract. The exchange rate adjustment amount will be calculated in accordance with the following formula:  
$$\text{Adjustment} = \text{FCC} \times \text{Qty} \times (i_1 - i_0) / i_0$$
where formula variables correspond to:

#### FCC

Foreign Currency Component (per unit)

$i_0$



Initial exchange rate (CAN\$ per unit of foreign currency [e.g. US\$1])

**$i_1$**

exchange rate for adjustments (CAN\$ per unit of foreign currency [e.g. US\$1])

**Qty**

quantity of units

4. The initial exchange rate is typically set as the noon rate as published by the Bank of Canada on the solicitation closing date.
5. For goods, the exchange rate for adjustment will be the noon rate as published by the Bank of Canada on the date the goods were delivered. For services, the exchange rate for adjustment will be the noon rate on the last business day of the month for which the services were performed. For advance payments, the exchange rate for adjustment will be the noon rate on the date the payment was due. The most recent noon rate will be used for non-business days.
6. The Contractor must indicate the total exchange rate adjustment amount (either upward, downward or no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form PWGSC-TPSGC 450 , Claim for Exchange Rate Adjustments.
7. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form PWGSC-TPSGC 450  (i.e.  $[i_1 - i_0] / i_0$ ).
8. Canada reserves the right to audit any revision to costs and prices under this clause.

#### **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 on the invoice is completed.
2. The contractor is requested to provide invoices in electronic format to the Contracting Authority and Procurement Authority unless otherwise specified by the Contracting Authority or Procurement Authority, thereby reducing printed material.
3. Invoices must be distributed as follows:
  - (a) The original and one (1) copy must be forwarded to the consignee for acceptance and payment.
  - (b) One (1) copy must be forwarded or e-mail to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
  - (c) One (1) copy must be forwarded or e-mail to the Procurement 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.

### 6.8.2 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 Employment and Social Development Canada (ESDC)-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 ESDC will constitute the Contractor in default as per the terms of the Contract.

## 6.9 Applicable Laws - Contract

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

### 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) 2010A (2016-04-04) General Conditions - Goods (Medium Complexity);
- (c) the Contractor's bid dated to be inserted by PSPC, as amended to be inserted by PSPC.

### 6.11 SACC Manual Clauses

| SACC Reference | Title  | Date       |
|----------------|--|------------|
| A9006C         | Defence Contract   | 2012-07-16 |
| B7500C         | Excess Goods   | 2006-06-16 |
| C2800C         | Priority Rating  | 2013-01-28 |
| C2801C         | Priority Rating - Canadian-based Contractors                                   | 2014-11-27 |
| D2000C         | Marking  | 2007-11-30 |
| D2001C         | Labelling  | 2007-11-30 |
| D2025C         | Wood Packaging Materials   | 2013-11-06 |
| D5510C         | Quality Assurance Authority (DND) - Canadian-based Contractor                  | 2014-06-26 |
| D5515C         | Quality Assurance Authority (DND) - Foreign-based and United States Contractor | 2010-01-11 |
| D5540C         | ISO 9001:2008 Quality Management Systems - Requirements (QAC Q)                | 2010-08-16 |
| D5604C         | Release Documents (DND) - Foreign-based Contractor                             | 2008-12-12 |

|        |  |            |
|--------|--|------------|
| D5605C | Release Documents (DND) - United States-based Contractor | 2010-01-11 |
| D5606C | Release Documents (DND) - Canadian-based Contractor      | 2012-07-16 |
| D6010C | Palletization  | 2007-11-30 |
| D9002C | Incomplete Assemblies                                    | 2007-11-30 |
| G1005C | Insurance  | 2016-01-28 |

## **6.12 Preparation for Delivery**

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

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

### **6.13 Shipping Instructions - Delivery and Destination**

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (... named place of destination). 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) 2B1 CF Esquimalt  
Esquimalt, B.C.  
Telephone: 250-363-4963
- (b) 7H1 CF Halifax  
Halifax, N.S.  
Telephone: 902-427-1441

### **6.14 Release Documents - Distribution**

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 OK2  
Attention: **to be inserted by PSPC**

- (e) One (1) copy: to the Quality Assurance Representative;
- (f) One (1) copy: to the Contractor;
- (g) One (1) copy: all non-Canadian contractors to:

DQA/Contract Administration  
National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A OK2  
E-mail: ContractAdmin.DQA@forces.gc.ca.

#### **6.15 Canadian General Standards Board - Standards**

A copy of the CAN/CGSB 40.20-2008 referred to in the bid solicitation is available and may be purchased from:

Canadian General Standards Board  
Place du Portage III, 6B1  
11 Laurier Street  
Gatineau, Quebec

Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)  
Fax: (819) 956-5740  
E-mail: ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca

CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb>

#### **6.16 Reduce Recoil Rope Certification**

The contractor must provide Certificates of Conformance as part of this contract certifying that samples have been tested, inspected and documented as required by CAN/CGSB-40.20-2008 and that all requirements in this rope standard have been met.

Unless otherwise specified, metric measurements are to be indicated on the certificates with the following information;

- a. Contract number
- b. Vendor's name
- c. Manufactures minimum breaking strength.
- d. Standard number and title: CAN/CGSB-40.20-2008.
- e. Vendors unique identifying markings (internal marker)

The certificates must be delivered with the goods and a copy to the following address:

Att; DNPS 6-3-8 Louis ST- Laurent Bldg.  
National Defence Headquarters,  
Mgen. George R. Pearkes Bldg.  
Ottawa, Ont, K1A-0K2

### Annex A – Pricing

NSN: 4020-20-004-3608

Name: REDUCE RECOIL ROPE

Part Number: CAN/CGSB-40.20-2008 TYPE 2-41 MM

NSCM/CAGE: 35068

Your offer

Part Number: \_\_\_\_\_

NSCM/CAGE: \_\_\_\_\_

Description:

SUPPLEMENTARY FEATURES; MINIMUM BREAKING STRENGTH 499 KILONEWTONS, FABRICATION METHOD 12 STRAND BRAIDED, ISSUE FORM 400 METERS PER REEL, ORDERING INFORMATION; AS PER APPENDIX A PARAGRAPH A1 AND A2 OF STANDARD CAN/CGSB- 40.20-2008.

Firm quantity

| Item | Location                            | Quantity | Firm Price |
|------|-------------------------------------|----------|------------|
| 1    | 2B1 CF Esquimalt<br>Esquimalt, B.C. | 15       | \$ EA      |
| 2    | 7H1 CF Halifax<br>Halifax, N.S.     | 24       | \$ EA      |

Optional quantity (Firm Price)

| Item | Location                            | Quantity Ordered | Year 1 |
|------|-------------------------------------|------------------|--------|
| 3    | 2B1 CF Esquimalt<br>Esquimalt, B.C. | 2 to 6           | \$ EA  |
|      |                                     | 7 to 10          | \$ EA  |
|      |                                     | 11 and above     | \$ EA  |
| 4    | 7H1 CF Halifax<br>Halifax, N.S.     | 2 to 6           | \$ EA  |
|      |                                     | 7 to 10          | \$ EA  |
|      |                                     | 11 and above     | \$ EA  |

Note: The option is to purchase up to thirty (30) roll Reduce Recoil Rope for item 3 and 4 combined to be exercised within twelve (12) months from the effective date of the contract.

**ANNEX B**  
**Federal Contractors Program for Employment Equity – Certification**

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's website](#).

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
  - ☐ A2. The Bidder certifies being a public sector employer.
  - ☐ A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
  - ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

**OR**

- ☐ A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

**OR**

- ( ) B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)