



**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

Armoured Vehicles Support/Soutien des véhicules blindés

11 Laurier St./11, rue Laurier

Place du Portage Phase III 6C1

Gatineau

Québec

K1A 0S5

Title - Sujet MBS Spares		
Solicitation No. - N° de l'invitation W8476-165326/A		Date 2016-08-24
Client Reference No. - N° de référence du client W8476-165326		
GETS Reference No. - N° de référence de SEAG PW-\$\$BL-304-25955		
File No. - N° de dossier 304bl.W8476-165326	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-10-03		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: Fortin, Fanny		Buyer Id - Id de l'acheteur 304bl
Telephone No. - N° de téléphone (819) 956-0674 ()		FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes		

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

1.2 Requirement - Bid

The Department of National Defence (DND) has a requirement for the provision of spare parts as referred to Annex A, for the Mine Breaching System (MBS) to support the Armoured Engineering Vehicle fleet over the course of its life cycle. The MBS was acquired through a competitive procurement process in support of the project as part of the Armoured Engineering Vehicle (AEV) contract.

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 following trade agreements apply:

North American Free Trade Agreement (NAFTA);
Agreement on Internal Trade (AIT);
World Trade Organization Agreement on Government Procurement (WTO-AGP); and
Canada FTAs with Peru/Colombia/Panama.

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

Bid validity Period

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

2.1.1

Controlled Goods Program - Bid

As the resulting contract will require the production of or access to controlled goods that are subject to the Defence Production Act, R.S. 1985, c. D-1, bidders are advised that within Canada only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: Controlled Goods Program and registration is carried out as follows:

- a. When the bid solicitation includes controlled goods information or technology, the Bidder must be registered, exempt or excluded under the CGP before receiving the bid solicitation. Requests for technical data packages or specifications related to controlled goods should be made in writing to the Contracting Authority identified in the bid solicitation and must contain the CGP registration number or written proof of exemption or exclusion of the Bidder and of any other person to whom the Bidder will give access to the controlled goods.
- b. When the bid solicitation does not include controlled goods information or technology but the resulting contract requires the production of or access to controlled goods, the successful Bidder and any subcontractor who will be producing or accessing controlled goods must be registered, exempt or excluded under the CGP before examining, possessing or transferring controlled goods.
- c. When the successful Bidder and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the successful Bidder and any subcontractor must, within seven (7) working days from receipt of written notification of contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the successful Bidder has provided proof, satisfactory to the Contracting Authority that the

successful Bidder and any subcontractor are registered, exempt, or excluded under the CGP.

Failure to provide proof, satisfactory to the Contracting Authority, that the successful Bidder and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the resulting contract except to the extent that Canada is responsible for the failure due to delay in processing the application.

Bidders are advised that all information on the Application for Registration (or exemption) Form will be verified and errors or inaccuracies may cause significant delays and/or result in denial of registration or exemption.

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.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 8 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 SACC Manual Clauses

B1000T	2014/06/26	Condition of Material – Bid
A9130T	2014-11-27	Controlled Goods Program - Bid
B4055T	2014-06-26	Material Change Notice - Bid

2.5 Equivalent product

2.5.1 The bid solicitation includes requirements to propose items specified in Annex A by brand name, model and/or part number in order to ensure compatibility, interoperability and interchangeability with the equipment specified in Annex A.

2.5.2 Products that are equivalent in form, fit, function, quality, performance and that are fully compatible, interchangeable, and interoperable with the equipment specified in Annex A will be considered where the bidder:

-
- (a) clearly designates in its bid the brand name, model and/or part number and NSCM/CAGE of the proposed equivalent product;
 - (b) demonstrates that the proposed equivalent is fully compatible, interoperates with and is Interchangeable with the item(s) specified in this bid solicitation;
 - (c) provides complete specifications and descriptive technical documentation for each equivalent item proposed;
 - (d) clearly identifies those areas in the specifications and descriptive technical documentation that demonstrate the equivalence of the proposed equivalent product.
- 2.5.3 Products that are replaced part number (superseded or obsolete) from the OEM will be considered where the bidder provides, in addition to any information required under paragraph 2.5.2 above, 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 in this bid solicitation and that are equivalent in form, fit, function, quality, performance and that are fully compatible, interchangeable, and interoperable with the existing equipment owned by.
- 2.5.4 If requested during the evaluation, the bidder must submit a sample of any proposed equivalent product to the Technical Authority for testing.
- 2.5.5 Proposed equivalent products will be declared non-responsive if:
- (a) the bidder fails to provide all information required to allow the Technical Authority to evaluate the equivalency of the proposed equivalent, including additional information requested by the Technical Authority during the evaluation to supplement the information submitted in the bid (Note: it is the responsibility of the bidder to include all information required to evaluate equivalency as described above; However, all bidder acknowledge that Canada will have the right, but not the obligation, to request any additional information during the evaluation that it requires to make a determination regarding equivalency);
 - (b) the proposed equivalent is not equivalent in form, fit, function or quality to the item(s) specified in the bid solicitation or that the proposed equivalent is not fully compatible, interoperable and interchangeable with the equipment specified in the Annex A.

2.6 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

3.1 Bid Preparation Instructions

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

Financial Bid: Bidders must submit the financial bid as follow: 1 hard copy and 1 soft copy on USB

Certifications: Bidders must submit the certifications - 1 hard copy

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use the attached Annex A and complete column J – Unit Price; K – Extended Price and L – Delivery Date;
- (b) use a numbering system that corresponds to the bid solicitation.

3.1.1 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.

Bidders have the option of bidding Delivery Duty Paid (DDP) at destination or FCA Free Carrier at Contractor's facility/delivery point.

Notes to Bidders:

- *Bidders are requested to input their bid prices in the Line Item Detail Pages only.*
- *Canada will not evaluate conditional bid prices. As an example, Canada will not evaluate a price for a line item if the price is conditional on a minimum order quantity. As another example, Canada will not evaluate a price that is subject to prior sale. The bid price for such line items will be declared non-responsive.*
- *A bidder may request a minimum contract amount in its bid.*
- *A bid specifying any Incoterms other than "Incoterms 2000" will be declared non-responsive.*

Bidders Bidding DDP at Destination

Bidders bidding DDP must submit firm prices for items in Canadian Dollars (CAD) or Euros (EUR), DDP (destination CF Supply Depot Montreal) Incoterms 2000, transportation costs included, Canadian customs duties and excise taxes included where applicable and Applicable Taxes excluded.

Canadian-Based Bidder Bidding FCA Free Carrier with a Delivery Point in Canada

Canadian-based bidders with a delivery point in Canada must submit firm prices for items in Canadian Dollars (CAD) or Euros (EUR), Canadian customs duties and excise taxes included, where applicable, and Applicable Taxes excluded, FCA Free Carrier, (Contractor's facility or delivery point) as per Incoterms 2000.

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Delivery point: _____ *(Note to Bidders: Bidders are requested to specify the delivery point to be considered as the FCA Plant location.)*

Foreign-Based Bidder and Canadian-Based Bidder Bidding FCA Free Carrier with a Delivery Point Outside of Canada

Foreign-based bidders and Canadian-based bidders with a delivery point outside of Canada must submit firm prices for items in Canadian Dollars (CAD) or Euros (EUR), Canadian customs duties, excise taxes, and Applicable Taxes excluded, FCA Free Carrier, (Contractor's facility or delivery point) as per Incoterms 2000.

Delivery point: _____ *(Note to Bidders: Bidders are requested to specify the delivery point to be considered as the FCA Plant location.)*

For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

3.1.2 Payment Instrument – Bid

The bidder must complete Annex B in order to identify which payment instruments they are willing to accept for payment of invoices:

If Annex "B" Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

3.1.3 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

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 financial criteria and required certifications;
- (b) An evaluation team composed of representatives of Canada will evaluate the bids;
- (c) Bids will be evaluated in accordance with the Basis of Selection specified below.

4.1.1 Financial Evaluation

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

4.2 Basis of Selection

SACC Manual Clause [A0069T](#), 2007-05-25, Basis of Selection

Bids will be assessed in accordance with the selection method specified below.

4.2.1 To be considered responsive, a bid must meet all of the following mandatory requirements of this solicitation:

- 1. Technical requirement (NSN and part number or equivalent substitute product)
- 2. All other clauses, terms and conditions stipulated in this RFP

4.2.2 Bids not meeting all of the mandatory requirements will be given no further consideration. The responsive bid with the lowest evaluated price **on an item by item basis** will be recommended for award of a contract.

4.2.3 For evaluation purposes a discount factor of 9% will be applied to responsive bid prices that are DDP Destination. The 9% discount rate factors in an estimate of average transportation costs, Canadian customs duties and excise taxes where applicable and the reduced risk for Canada due to the timing of ownership transfer to Canada in case of DDP destination compared to FCA plant delivery as a percentage of line item(s) price(s).

4.2.4 For evaluation purposes bids submitted in foreign currencies will be converted into Canadian dollars at Bank of Canada rate of exchange applicable at bid closing.

4.2.5 Here is a sample using an item by item evaluation:

Bidder	Line Item No. 00N Firm Unit Price	Shipping/Delivery Method	Evaluated Price Per Unit (Sub-article 2.3). Results are not rounded.	Evaluated Price (Sub- article 2.4) Per Unit assuming an exchange rate of 1.4097 at bid closing. Results are rounded to the nearest cent.
W	CAD \$145.99	FCA Plant	CAD \$145.99	CAD \$145.99
X	CAD \$149.99	DDP Destination	CAD \$136.4909	CAD \$136.49
Y	94.95 Euros	FCA Plant	94.95 Euros	CAD \$133.85

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Z	109.99 Euros	DDP Destination	100.0909 Euros	CAD \$141.10
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In this example, bidder Y is the bidder with the lowest evaluated price for Line Item No. 00N.

- 4.2.6 Canada will proceed as follows if the lowest responsive bidder for one or more items has requested a minimum contract amount in its bid:
- Canada will determine if the resulting contract value for that Bidder is expected to be below the requested minimum amount; and
 - If so, Canada will make an effort to accommodate the Bidder's request by going to the next lowest responsive bid price for the applicable line item(s). However, Canada reserves the right to award a contract to the Bidder regardless of the resulting contract value.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

5.1 Certifications Required with the Bid

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

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.

5.1.1 Integrity Provision - Declaration of Convicted Offences

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, 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 – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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) 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.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Requirement – Contract

The Contractor must provide the items listed under the "Requirement" at Annex "A".

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) (<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

SACC Manual clause, [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 Date

All the deliverables must be received on or before 31 May 2017.

6.4.2 Delivery Points

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) 25 CF Supply Depot Montreal
6363 Rue Notre Dame E,
Montreal, Quebec, H1N 2E9 Canada
Telephone: 1-866-935-8673 (toll free), or
514-252-2777, ext. 2363 / 4673 / 4282

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6.5 Authorities

6.5.1 Contracting Authority

Contracting Authority

The Contracting Authority for the Contract is:

Fanny Fortin
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Defence & Major Projects Sector
Place du Portage, Phase III, 6C1
11 Laurier Street
Gatineau, Quebec K1A 0S5

Telephone: (873) 469-4753

E-mail address: fanny.fortin@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 Project Authority

The Project Authority for the Contract is: *To be identified at award*

Procurement Authority

Telephone:

Facsimile:

E-mail address:

The Project 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 Project Authority, however the Project 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: *(To be identified at award)*

Name and telephone number of the person responsible for:

General enquiries

Name:

Telephone No.

Facsimile No.

E-mail address:

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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 a _____ (*firm unit prices as specified in Annex A – Requirement*) for a cost of \$/€ _____ (*TBD at contract award*). Customs duties are _____ (*TBD at contract award*) and Applicable Taxes are extra.

6.6.2 Terms of Payment - Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

6.6.3 Payment Instrument – Contract

The contractor accept to be paid with the following payment instrument: *TBD at contract award – Bidder must complete Annex B.*

6.6.4 Invoicing Instructions

SACC Manual clause H5001C, 2008-12-12, Invoicing Instructions

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 copy to – Consignee

(b) One (1) copy to:

Department of Public Works and Government Services
Acquisitions Branch
Defence & Major Projects Sector
Place du Portage, Phase III, 6C1
Gatineau, Quebec K1A 0S5
Attention:

(c) One (1) copy to:

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive, Ottawa, ON K1A 0K2
Attention: DLP 5-1-1

6.6.5 SACC Manual Clauses

D5545C	2010-08-16	ISO 9001:2008 Quality Management Systems – (QAC C)
D4002C	2013-04-25	Shipping Instructions
D2001C	2007-11-30	Labelling
D3018C	2014-09-25	Preparation for Delivery
D2025C	2013-11-06	Wood Packaging Materials
D6010C	2007-11-30	Palletization

6.7 Certifications and Additional Information

6.7.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.8 Applicable Laws

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

6.9 Defence Contract

The Contract is a defence contract within the meaning of the [Defence Production Act](#), R.S.C. 1985, c. D-1, and must be governed accordingly.

Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the [Defence Production Act](#).

6.10 **Controlled Goods**

As the Contract requires production of or access to controlled goods that are subject to the [Defence Production Act](#) R.S. 1985, c. D-1, the Contractor and any subcontractor are advised that, within Canada, only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: [Controlled Goods Program](#)

When the Contractor and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the Contractor and any subcontractor must, within seven (7) working days from receipt of written notification of the contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the Contractor has provided proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP.

Failure of the Contractor to provide proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the Contract except to the extent that Canada is responsible for the failure due to delay in processing the application.

The Contractor and any subcontractor must maintain registration, exemption or exclusion from the CGP for the duration of the Contract and in any event for so long as they will examine, possess or transfer controlled goods.

The Contract involves controlled goods as defined in the Schedule to the [Defence Production Act](#). The Contractor must identify those controlled goods to the Department of National Defence.

6.11 **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 2016-04-04, General Conditions - Goods (Medium Complexity).
- (c) Annex A, Requirement;
- (d) Annex C, FCP
- (e) the Contractor's bid dated _____.

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W8476-165326

Amd. No. - N° de la modif.
000
File No. - N° du dossier
304bl.W8476-165326

Buyer ID - Id de l'acheteur
304bl
CCC No./N° CCC - FMS No./N° VME

ANNEX "A" - REQUIREMENT

(Bilingual Excel Zip file named: Annex(e) A)

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304bl
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ANNEX “B” - PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must identify which payment instruments they are willing to accept for payment of invoices.

The Bidder accepts one of the following method of Payment Instrument(s):

- ☐ Direct Deposit (Domestic and International);
- ☐ Wire Transfer (International Only);
- ☐ Payment by cheque.

If the electronic payment is selected, the bidder will be requested to provide banking information at contract award.

ANNEX "C" - 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 permanent full-time and/or permanent part-time employees.

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)