



**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

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

Title - Sujet Invisio and TEA spare parts	
Solicitation No. - N° de l'invitation W6399-180411/A	Date 2018-01-03
Client Reference No. - N° de référence du client 6100000258	
GETS Reference No. - N° de référence de SEAG PW-\$\$HN-331-74058	
File No. - N° de dossier hn331.W6399-180411	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-01-19	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Turner, Louie	Buyer Id - Id de l'acheteur hn331
Telephone No. - N° de téléphone (873) 469-3342 ()	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 2018-02-16	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



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
W3048	DEPARTMENT OF NATIONAL DEFENCE ATTN BLDG 14 SUPPLY 8355 FRANKTOWN RD RICHMOND Ontario K0A2Z0 Canada	W6399	DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. OTTAWA Ontario K1A0K2 Canada
W6448	DEPARTMENT OF NATIONAL DEFENCE BLDG Z-106 46 CENTURION RD PETAWAWA Ontario K8H2X3 Canada	W6399	DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. OTTAWA Ontario K1A0K2 Canada



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	NSN - NNO: 5930-22-626-6898 SWITCH,PUSH Alternate or equivalent part numbers will be considered • Proposed Part Number: _____ Proposed NSCM: _____ • • Part No. - N° de la partie: P-M30-123-00-00-0022	W3048	W6399	25	Each	\$	XXXXXXXXXXXX		2018-02-16	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
2	NSN - NNO: 5965-22-626-6948 HEADSET-MICROPHONE Alternate or equivalent part numbers will be considered • Proposed Part Number: _____ Proposed NSCM: _____ Part No. - N° de la partie: H-M3-2-R 1110-00	W3048	W6399	15	Each	\$	XXXXXXXXXXXX		2018-02-16	
3	NSN - NNO: 5965-22-626-6948 HEADSET-MICROPHONE Alternate or equivalent part numbers will be considered • Proposed Part Number: _____ Proposed NSCM: _____ Part No. - N° de la partie: H-M3-2-R 1110-00	W3048	W6399	100	Each	\$	XXXXXXXXXXXX		2018-02-16	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
4	X50Radio cable-PRD10675 Alternate or equivalent part numbers will be considered • Proposed Part Number: _____ Proposed NSCM: _____	W3048	W6399	100	Each	\$	XXXXXXXXXXXX		2018-02-16	
5	U94/P3-20-MJ Alternate or equivalent part numbers will be considered • Proposed Part Number: _____ Proposed NSCM: _____	W3048	W6399	220	Each	\$	XXXXXXXXXXXX		2018-02-16	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
6	OD9/P3-18-K Alternate or equivalent part numbers will be considered • Proposed Part Number: _____ Proposed NSCM: _____	W3048	W6399	150	Each	\$	XXXXXXXXXXXX		2018-02-16	
7	WPC Alternate or equivalent part numbers will be considered • Proposed Part Number: _____ Proposed NSCM: _____	W3048	W6399	520	Each	\$	XXXXXXXXXXXX		2018-02-16	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
8	RUB1 P3JP3N3U-49 Alternate or equivalent part numbers will be considered • Proposed Part Number: Proposed NSCM:	W3048	W6399	150	Each	\$	XXXXXXXXXXXX		2018-02-16	
9	INV12485 Alternate or equivalent part numbers will be considered • Proposed Part Number: Proposed NSCM:	W3048	W6399	300	Each	\$	XXXXXXXXXXXX		2018-02-16	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
10	X50Radio cable-PRD10675 Alternate or equivalent part numbers will be considered • Proposed Part Number: _____ Proposed NSCM: _____	W6448	W6399	100	Each	\$	XXXXXXXXXXXX		2018-02-16	
11	OD9/U9-6-Z-K Alternate or equivalent part numbers will be considered • Proposed Part Number: _____ Proposed NSCM: _____	W3048	W6399	150	Each	\$	XXXXXXXXXXXX		2018-02-16	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
12	SPS/2MP103 Alternate or equivalent part numbers will be considered • Proposed Part Number: _____ Proposed NSCM: _____	W3048	W6399	370	Each	\$	XXXXXXXXXXXX		2018-02-16	
13	NSN - NNO: 5965-22-626-6948 HEADSET-MICROPHONE Alternate or equivalent part numbers will be considered • Proposed Part Number: _____ Proposed NSCM: _____ Part No. - N° de la partie: H-M3-2-R 1110-00	W6448	W6399	100	Each	\$	XXXXXXXXXXXX		2018-02-16	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
14	NSN - NNO: 5930-22-623-4733 SWITCH,PUSH Alternate or equivalent part numbers will be considered • Proposed Part Number: Proposed NSCM: Part No. - N° de la partie: P-M 15-12100-00-0022	W6448	W6399	30	Each	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	2018-02-16	
15	NSN - NNO: 5930-22-626-6898 SWITCH,PUSH Alternate or equivalent part numbers will be considered • Proposed Part Number: Proposed NSCM: Part No. - N° de la partie: P-M30-123-00-00-0022	W6448	W6399	30	Each	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	2018-02-16	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
16	H-X5-3-DN1120 Alternate or equivalent part numbers will be considered • Proposed Part Number: _____ Proposed NSCM: _____	W6448	W6399	110	Each	\$	XXXXXXXXXXXX		2018-02-16	
17	NSN - NNO: 5965-22-626-1307 HEADSET-MICROPHONE Alternate or equivalent part numbers will be considered • Proposed Part Number: _____ Proposed NSCM: _____ Part No. - N° de la partie: H-X6-3-DN2120-20	W6448	W6399	80	Each	\$	XXXXXXXXXXXX		2018-02-16	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
18	TNH-X53-DN11209 Alternate or equivalent part numbers will be considered • Proposed Part Number: _____ Proposed NSCM: _____	W6448	W6399	50	Each	\$	XXXXXXXXXXXX		2018-02-16	
19	H-M3h-3-L 1110-00 Alternate or equivalent part numbers will be considered • Proposed Part Number: _____ Proposed NSCM: _____	W6448	W6399	20	Each	\$	XXXXXXXXXXXX		2018-02-16	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
20	H-M3h-3-R1110-00 Alternate or equivalent part numbers will be considered • Proposed Part Number: _____ Proposed NSCM:	W6448	W6399	10	Each	\$	XXXXXXXXXXXX		2018-02-16	
21	NSN - NNO: 5965-22-627-4457 HEADSET-MICROPHONE Alternate or equivalent part numbers will be considered • Proposed Part Number: _____ Proposed NSCM: _____ Part No. - N° de la partie: H-M3-2-L 1110-00	W6448	W6399	100	Each	\$	XXXXXXXXXXXX		2018-02-16	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
22	NSN - NNO: 5965-22-627-4457 HEADSET-MICROPHONE Alternate or equivalent part numbers will be considered • Proposed Part Number: Proposed NSCM: Part No. - N° de la partie: H-M3-2-L 1110-00	W6448	W6399	100	Each	\$	XXXXXXXXXXXX		2018-02-16	

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with the requirement.

1.2 Requirement

The contractor must provide the goods in accordance with the technical requirements stated herein.

1.2.1 Delivery Requirement

Delivery is requested to be completed by February 16, 2018.

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 Canadian Free Trade Agreement (CFTA)."

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) (<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 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days

Insert: 90 days

2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
<u>A9033T</u>	Financial Capability	2012-07-16
<u>A9130T</u>	Controlled Goods Program	2014-11-27
<u>B1000T</u>	Condition of Material	2014-06-26

2.2 Submission of Bids

Bids must be submitted ONLY TO THE BID RECEIVING UNIT by the date, time and place indicated on page 1 of the bid solicitation. Do not send proposal directly to the Contracting Officer. Email proposal not accepted.

PWGSC Bids Receiving Unit
11 Laurier Street
Place du Portage, Phase 3, Core 0B2
Gatineau, Québec, K1A 0S5
Tel.: 819-420-7201
Fax: 819-997-9776

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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.

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 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) (<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 Product

- 1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder designates the brand name and model and/or part number and NCAGE of the substitute product;
- 2. Products offered as equivalent in form, fit, function and quality will not be considered if:
 - (a) the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
 - (b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
- 3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to provide technical information demonstrating the equivalency (e.g. Drawing, specifications, engineering reports and/or test reports), or to demonstrate that the substitute product is equivalent to the item specified in the bid solicitation, at the sole cost of bidders, within three (3) business days of the request. If the bidder fails to provide the requested information within the specified timeframe, Canada may declare the bid non-responsive.

3.1.1.1 Equivalent Products - Samples (DND)

If the Bidder offers an equivalent product, Canada reserves the right to request a sample from the Bidder in order to determine its equivalency in form, fit, function, quality and performance to the item specified in the bid solicitation.

The Bidder must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within fifteen (15) 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. The total amount of Applicable Taxes must be shown separately.

3.1.2 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.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

3.1.3 Delivery Offered

While delivery is requested as indicated above, the best delivery that could be offered is_____.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

You are reminded that this solicitation requires the compliance and/or completion of requirements attached as an Annex and forming part of this document.

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

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

In the case where a bidder proposes to supply an alternate or equivalent item, the onus is on the bidder to prove that the alternative/equivalent item is actually an equivalent or better than the brand name.

4.1.1.1 Mandatory Technical Criteria

The following Mandatory requirements must be submitted with the bid for evaluation

- Technical compliance herein;
- Bids must be submitted for all destinations per NSN.

4.1.2.1 Pricing Basis

The bidder must quote firm unit prices in Canadian dollars, DDP Delivered Duty Paid (Richmond, Ontario and Petawawa, Ontario), Applicable Taxes extra, as applicable. Freight charges to destination and all applicable Custom duties and Excise taxes must be included.

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the "lowest evaluated price on an aggregate basis" will be recommended for award of a contract.

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 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the Forms for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-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 – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (<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 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

Solicitation No. - N° de l'invitation
W6399-180411/A
Client Ref. No. - N° de réf. du client
W6399-180411

Amd. No. - N° de la modif.
File No. - N° du dossier
hn331.W6399-180411

Buyer ID - Id de l'acheteur
hn331
CCC No./N° CCC - FMS No./N° VME

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

5.2.3 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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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

6.1.1 There is no security requirement applicable to this Contract.

6.2 Requirement

The contractor must provide the goods in accordance with the technical requirements stated herein.

6.2.1 SACC Manual Clauses

SACC Reference	Section	Date
<u>B7500C</u>	Excess Goods	2006-06-16

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

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

6.3.1.1 SACC Manual Clauses

SACC Reference	Section	Date
<u>A9131C</u>	Controlled Goods Program	2014-11-27
<u>C2800C</u>	Priority Rating	2013-01-28
<u>C2801C</u>	Priority Rating - Canadian Contractors	2014-11-27

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received on or before _____ (Delivery as offered and as accepted will be inserted at contract award).

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Louie Turner, Supply Specialist

Public Works and Government Services Canada - Acquisitions Branch

Logistics, Electrical, Fuel and Transportation Directorate - "HN" Division

7B3, Place du Portage, Phase III, 11 Laurier Street, Gatineau, QC, K1A 0S5

Telephone: (873) 469-3342

E-mail address: louie.turner@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 Contractor's Representative

Name and telephone number of the person responsible for: (will be inserted at contract)

General enquiries

Name: _____

Telephone: _____

E-mail: _____

Delivery follow-up

Name: _____

Telephone: _____

E-mail: _____

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 firm unit prices as specified in the contract for a cost of \$_____ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

6.6.2 Limitation of Price

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.

6.6.3 Single Payment or Multiple Payments

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

6.6.4 SACC Manual Clauses

SACC Reference	Section	Date
<u>G1005C</u>	Insurance	2016-01-28

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 following address for certification and payment.
Department of National Defence – Cansofcom HQ
101 Colonel By Drive, Ottawa, ON, K1A 0K2
Attention: Tamara Hunton DLP 6-1-1.
 - (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
Department of Public Works and Government Services - "HN" Division
7B3 Place du Portage, Phase III, 11 Laurier Street, Gatineau, QC, K1A 0S5
Attention: Louie Turner

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

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

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 (2016-04-04), General Conditions - Goods (Medium Complexity);
- (c) Requirement;
- (d) the Contractor's bid dated _____, as clarified on _____ " **or** ", as amended on _____".

6.11 Defence Contract

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

6.12 SACC Manual Clauses

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

6.13 NATO Commercial and Government Entity Code (NCAGE) Traceability

Material supplied for the items specified in this contract is subject to investigation by Canada. Material which can neither be demonstrated by the contractor as having originated directly from the NCAGE specified for the item in this contract, nor as supplied with the specific written permission of this specified NCAGE, are subject to the following action by Canada.

Canada may either:

- a) terminate the contract for default with respect to that item, return the item to the Contractor at the Contractor's risk and expense, and demand and receive from the Contractor (who shall forthwith so pay) all procurement and other costs incurred by Canada, including any increased costs required for the purpose of expediting production; or
- b) retain the item, and demand and receive from the Contractor (who shall forthwith so pay) the difference between the Contractor's costs relating to the item, as determined by Canada, and the costs which, in Canada's opinion, the Contractor would have incurred had it obtained and supplied an item which did not differ in any way from that specifically required under the contract.

6.14 SACC Manual Clauses (Delivery)

SACC Reference	Section	Date
<u>D6010C</u>	Palletization	2007-11-30
<u>D2025C</u>	Wood Packaging Materials	2013-11-06
<u>D9002C</u>	Incomplete Assemblies	2007-11-30

6.14.1 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered:

- (a) Delivered Duty Paid (DDP) Richmond, Ontario and Petawawa, Ontario Inco terms 2000 for shipments from a commercial contractor.

Solicitation No. - N° de l'invitation
W6399-180411/A
Client Ref. No. - N° de réf. du client
W6399-180411

Amd. No. - N° de la modif.
File No. - N° du dossier
hn331.W6399-180411

Buyer ID - Id de l'acheteur
hn331
CCC No./N° CCC - FMS No./N° VME

6.14.2 Preparation for Delivery (DND)

The Contractor must prepare item numbers 1 to 22 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 to 22 in quantities of one (1) by package.